



**Announcement of Meeting**  
**City Council**  
**Regular Meeting Agenda**

305 E. Luverne St.  
Luverne, MN 56156  
www.cityofluverne.org

**Tuesday, June 17, 2025**

**5:00 PM**

**Council Chambers**

**A. CALL TO ORDER - ROLL CALL**

Mayor or Presider will call the meeting to order, state the time, and take roll call.

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA AND SPECIAL ORDERS**

Mayor or Presider will ask whether any items are to be added to the agenda. If not, a motion would be in order to approve the agenda and special orders as presented. If an item is added to the agenda, a motion would be in order to approve the agenda and special orders as amended.

**D. APPROVAL OF MINUTES OF PRECEDING MEETING(S)**

D.1. [2025-207](#) City Council Minutes from May 27, 2025.

**E. RECOGNITION OF GUEST(S)**

Mayor or Presider will recognize the guests present.

**F. PETITIONS, COMMUNICATIONS, COMMITTEE/COMMISSION REPORTS**

Motion to receive and file the following reports/minutes:

F.1. [2025-178](#) Planning Commission Minutes from April 7, 2025.  
EDA Minutes from May 12, 2025.  
HRA Minutes from April 9 and May 14, 2025.

**G. STAFF AND CONSULTANT REPORTS**

G.1. [2025-144](#) Palace Theatre Bi-annual Report--Shawn Kinsinger.

G.2. [2025-208](#) City Administrator Report.

**H. FINANCE AND BUDGET**

H.1. [2025-175](#) Claim Report for June 2025 (Check No. 164892-).

H.2. [2025-214](#) Motion to approve petty cash reconciliation as of May 31, 2025.

**I. PERSONNEL**

I.1. No items under personnel to consider.

**J. ORDINANCES AND RESOLUTIONS**

**J.1. 11-25** PROPOSED RESOLUTION  
RESOLUTION APPOINTING A DELEGATE AND ALTERNATE TO  
REPRESENT THE CITY OF LUVERNE AT THE LEWIS & CLARK  
REGIONAL WATER SYSTEM, INC. ANNUAL MEMBERSHIP  
MEETING

This proposed resolution ensures the City of Luverne will be represented at the Lewis & Clark Regional Water System Annual Membership Meeting on June 26, 2025. Patrick T. Baustian has been appointed as the delegate, with Jill Wolf and Kevin Aaker named as alternates to ensure the City's interests are represented at this important regional event.

City Administrator Recommendation: City Council Approve Proposed Resolution No. 11-25.

**J.2. 50** Proposed Ordinance, Fourth Series  
AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL  
ESTATE  
(712 WEST LAWN PARK AVE, CITY OF LUVERNE, ROCK  
COUNTY, MINNESOTA)

The City has received a \$5,000 offer to purchase the vacant lot at 712 W Lawn Park for the construction of a new home. A development agreement has been negotiated and signed by the buyer, requiring the home to be built within one year. As this sale is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 50, Fourth Series.

- J.3. [51](#)** Proposed Ordinance, Fourth Series  
AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE  
(LOT 1, BLOCK 1, MAYES ADDITION, CITY OF LUVERNE, ROCK COUNTY, MINNESOTA)

This proposed ordinance transfers the Marty Mayes Addition in the industrial park from the City to the Economic Development Authority (EDA). The EDA takes on the role of developer for this property because it has the authority and expertise to manage redevelopment projects, market the site, and facilitate new investment in the community. Approval of this transfer will support the EDA's efforts to attract and guide appropriate development on the site. As this sale is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 51, Fourth Series.

- J.4. [12-25](#)** PROPOSED RESOLUTION  
RESOLUTION ALLOWING THE WAIVER OF CHAPTER 152 SUBDIVISION REQUIREMENTS AND RECORDING OF MAYES FOURTH ADDITION (City of Luverne to Luverne Economic Development Authority)

This proposed resolution waives the subdivision requirements of Chapter 152 of the City Code for the platting of Mayes Fourth Addition. Staff and the City Engineer have collaborated to plat a 6-acre area north of the waterway in the industrial park, creating four lots for sale and development by the Luverne Economic Development Authority (EDA). Requiring full compliance with subdivision procedures, such as public hearings and additional meetings, would impose unnecessary hardship and delay on the project without providing any corresponding public benefit. This waiver will allow the Luverne EDA to move forward efficiently with lot sales and development to support local economic growth.

City Administrator Recommendation: City Council Adopt Proposed Resolution No. 12-25.

**J.5. [52](#)**

Proposed Ordinance, Fourth Series

AN ORDINANCE AMENDING CITY CODE CHAPTER 118. CANNABIS BUSINESS REGULATIONS, SECTION 118.09, SUBD (A)

This ordinance amendment clarifies the City's role in cannabis retail registration in accordance with the new state law (Minnesota Statutes, Chapter 342.22). Under this law, local governments shall issue a local retail registration to applicants who have received a license or preliminary license approval from the Office of Cannabis Management, even before full state licensure is granted. This update requires the City to process and approve local retail registrations earlier in the state licensing process, providing greater clarity and efficiency for applicants. The ordinance aligns local procedures with the requirements and intent of the new state law, supporting a streamlined and transparent approach to cannabis business regulation. As this amendment is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 52, Fourth Series.

**J.6. [53](#)**

Proposed Ordinance, Fourth Series

AN ORDINANCE AMENDING CITY CODE CHAPTER 91. HEALTH AND SANITATION; NUISANCES, REPEALING AND REPLACING SECTION 91.02 OPEN BURNING WITH NEW REGULATIONS FOR RECREATIONAL FIRES

Due to ongoing complaints about residents burning large piles of branches, staff recommends repealing the current open burning ordinance and adopting a new ordinance that aligns with Minnesota State Fire Marshal guidelines. The proposed ordinance restricts outdoor burning to small recreational fires with clear limitations on size, location, and materials, requiring fires to be no larger than three feet in diameter and two feet in height, set at least 25 feet from buildings, and attended by an adult at all times. Only clean, dry, natural wood may be burned, and fires must be extinguished if they pose a safety risk or when directed by authorities. This update will help address nuisance complaints, improve public safety, and ensure local regulations are consistent with state standards. As this amendment is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 53, Fourth Series.

- J.7. [54](#) Proposed Ordinance, Fourth Series  
AN ORDINANCE AMENDING CITY CODE CHAPTER 91. HEALTH AND SANITATION; NUISANCES BY ADDING SECTION 91.05 GARAGE OR RUMMAGE SALE

This proposed ordinance amends City Code Chapter 91 to add Section 91.05, regulating garage and rummage sales. The ordinance limits sales to personal property, restricts sales to three per year per property, and sets a maximum duration of four consecutive days per sale. Signage is limited and must be promptly removed after the sale. Exceptions apply for court-ordered sales, auctions, and sales of farm or garden products. This ordinance aims to prevent nuisance, address nuisance complaints, and maintain neighborhood character. As this amendment is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 54, Fourth Series.

**K. MOTIONS AND GENERAL BUSINESS**

- K.1. [2025-204](#) Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 206 West Main Street (20-1649-000), in D-Downtown District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 206 West Main, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, and compliance with all state and local regulations. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 206 West Main Street (20-1649-000), in D-Downtown District, City of Luverne, Minnesota.

- K.2.** [2025-206](#) Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 218 East Main Street (20-1125-000), in D - Downtown District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends denial of the conditional use permit (CUP) application to operate a cannabis retail establishment at 218 East Main. Under Minnesota law, a city may deny a CUP if the proposed use does not meet the specific standards or conditions established in the city's zoning ordinance. In this case, the applicant's site plan provides only two off-street parking spaces, which does not meet the minimum requirement for retail uses as set forth in the ordinance-specifically, one space per 200 square feet of gross floor area. Because the application fails to satisfy this key standard for adequate off-street parking, the Planning Commission finds that the proposal does not meet all required criteria for a CUP and recommends denial. The city council may deny the CUP on this basis, as Minnesota law allows denial when an application does not comply with the ordinance's established standards.

City Administrator Recommendation: City Council Deny Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 218 East Main Street (20-1125-000), in D - Downtown District, City of Luverne, Minnesota.

- K.3.** [2025-209](#) Requested Conditional Use Permit (CUP) application submitted by Dylan Stokes, to open and operate a Cannabis Retail and Manufacturing Establishment, located at 1202 South Kniss Avenue (20-1943-000), in H-C - Highway Commercial District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 1202 South Kniss Avenue, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, and compliance with all state and local regulations. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Dylan Stokes, to open and operate a Cannabis Retail and Manufacturing Establishment, located at 1202 South Kniss Avenue (20-1943-000), in H-C - Highway Commercial District, City of Luverne, Minnesota.

- K.4. [2025-210](#) Requested Conditional Use Permit (CUP) application submitted by Peter Dikun, to open and operate a Cannabis Retail Establishment, located at 704 South Kniss Avenue (20-0675-000), in C-C - Community Commercial District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 704 South Kniss Avenue, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, and compliance with all state and local regulations. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Peter Dikun, to open and operate a Cannabis Retail Establishment, located at 704 South Kniss Avenue (20-0675-000), in C-C - Community Commercial District, City of Luverne, Minnesota.

- K.5. [2025-211](#)** Requested Conditional Use Permit (CUP) application submitted by Terry Kapple, to open and operate a Cannabis Retail Establishment, located at 401 South Kniss Avenue (20-0037-200), in C-C - Community Commercial District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 401 South Kniss, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, compliance with all state and local regulations, and visual screening installation on the East property line. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Terry Kapple, to open and operate a Cannabis Retail Establishment, located at 401 South Kniss Avenue (20-0037-200), in C-C - Community Commercial District, City of Luverne, Minnesota.

- K.6. [2025-212](#)** Private Use of Public Property Request for Luverne Lake Events at The Lake on July 4, 2025

Representing Luverne Lake Events, Jen Wiebe applied for permission to host a public 4th of July event at The Lake, located on West Edgehill Street. Activities include a triathlon, inflatables, bean bags, log rolling, hula hoops, limbo, tug o war, bingo, food vendors, a band from 8:30-Midnight, and Fireworks at 10:00 p.m. Certificates of Insurance and Fireworks Operator Permit have been received.

City Administrator Recommendation: City Council Approve Private Use of Public Property Request for Luverne Lake Events at The Lake on July 4, 2025

- K.7. [2025-213](#) Application for Exempt Permit for the Rock County Agriculture Society to Conduct a Raffle on July 26, 2025 at the Rock County Fairgrounds.

Representing the Rock County Agriculture Society, Lee Sells has applied for an exempt permit to conduct a raffle on July 26, 2025 in conjunction with the Rock County Fair.

City Administrator Recommendation: City Council Approve the Application for Exempt Permit with No Waiting Period.

L. **COUNCIL REQUESTS - GENERAL DISCUSSION**

Mayor or Presider will ask for council request and/or general discussion items.

M. **ADJOURNMENT**

A motion to adjourn would be in order.

Staff Report

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**File #:** 2025-207

**Agenda Date:** 6/17/2025

**Agenda #:** D.1.

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City Council Minutes from May 27, 2025.

**Announcement of Meeting  
City Council  
Regular Meeting Minutes**

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**Tuesday, May 27, 2025**

**5:00 PM**

**Council Chambers**

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**A. CALL TO ORDER - ROLL CALL**

**Present:** Mayor Patrick Baustian, Council Member Caroline Thorson, Council Member Kevin Aaker, Council Member Dan Nath, and Council Member Marlin Kracht

**Additional :** Jessica Mead, Jill Wolf, and Tyler Reisch

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA AND SPECIAL ORDERS**

A motion was made by Council Member Thorson, seconded by Council Member Aaker, that the Agenda and Special Orders be approved. The motion carried unanimously.

**D. APPROVAL OF MINUTES OF PRECEDING MEETING(S)**

**D.1. [2025-168](#)** Local Board of Appeal and Equalization from May 13, 2025.  
City Council Minutes from May 13, 2025.

A motion was made by Council Member Nath, seconded by Council Member Kracht, that this Minutes be approved. The motion carried by a unanimous vote.

**E. RECOGNITION OF GUEST(S)**

Abby Schmidt, Carol Morgan and Lori Sorenson.

**F. PETITIONS, COMMUNICATIONS, COMMITTEE/COMMISSION REPORTS**

**F.1. [2025-166](#)** Economic Development Authority Minutes from April 14, 2025.  
Luverne Fire Department Minutes from May 19, 2025.

A motion was made by Council Member Aaker, seconded by Council Member Thorson, that this Other Boards and Commission Minutes be received and filed. The motion carried by a unanimous vote.

**G. STAFF AND CONSULTANT REPORTS**

**G.1. [2025-163](#)** Presentation of the 2024 Audit--Abby Schmidt of Abdo.

Abdo Auditor Schmidt reported that this is an unmodified opinion and no instances of noncompliance. Overall a clean smooth audit.

- G.2.** [2025-164](#) Receive the Audited 2024 Financial Statements.

A motion was made by Council Member Thorson, seconded by Council Member Nath, that this Motion be approved. The motion carried by a unanimous vote.

- G.3.** [2025-165](#) City Administrator Report.

Electric Department continues to make steady progress across several key areas. Along Highway 75, new banners have been installed, and a driveway is being constructed at the south substation as part of long-term infrastructure planning. Public Works worked on landscaping at Kids Rock Park in preparation for an upcoming open house. Maintenance crews are actively mowing 180 acres with a team of six, while also repairing street signs and spraying crabapple trees. In water and wastewater operations, potholing for lead service lines is ongoing, with work in the McKenzie area expected to wrap up shortly. Repairs to curb stops are nearly complete, and lead and copper testing—now required by the Minnesota Department of Health—is almost finished. So far, 36 lead service lines have been identified, and 20 homes will undergo further testing using morning grab samples to ensure accuracy. Residents will be directly informed and educated about the testing process. Updates on service line materials are being regularly posted to Beacon for public access. Recycling will be picked up this fifth Friday, with schedule changes communicated via social media. Lastly, staff have noted that service line materials vary depending on past infrastructure work.

## **H. FINANCE AND BUDGET**

- H.1.** [2025-167](#) Second Claim Report for May 2025 (Check No. 164773-164891) for \$996,838.96.

A motion was made by Council Member Thorson, seconded by Council Member Nath, that this Claim Report be approved. The motion carried by a unanimous vote.

- H.2.** [2025-161](#) Change Order No. 14 for a Contract Increase of \$1,333.24 and Partial Payment Estimate No. 12 for \$350,014.92 to Knutson Construction RE: Childcare Facility.

This change order includes fixing seals and gaskets on the existing storefront system in the lobby and correcting signage. These changes result in a net increase of \$1,333.24, which will come out of the contingency balance. After this change order, the balance

remaining in contingency is \$179,673.54. Only half of the contingency balance has been used on this project thus far and the guaranteed maximum price remains unchanged. This payment application for the month of April includes change order number 13 which includes storage room 138 ceiling modifications, additional plastic foot pulls for casework and new steel foot pulls. This pay application also includes miscellaneous work in mechanical 155 that was added scope as well as miscellaneous door hardware changes that were owner requested. This pay application also includes payment of the completed work retainage less the contingency balance.

A motion was made by Council Member Kracht, seconded by Council Member Aaker, that this Motion be approved. The motion carried by a unanimous vote.

**I. PERSONNEL**

I.1. No items under personnel to consider.

**J. ORDINANCES AND RESOLUTIONS**

J.1. [49](#) Proposed Ordinance, Fourth Series  
AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE (414 NORTH SPRING STREET, CITY OF LUVERNE, ROCK COUNTY, MINNESOTA)

The City Council authorized the Mayor and City Administrator to sign a purchase agreement for the sale of the second Tomorrows Tradesmen (TNT) house that was built. The next step is to adopt an ordinance for the sale of the property and authorize the Mayor and City Administrator to sign the closing documents. With this being an ordinance, a roll-call vote would be in order.

A motion was made by Council Member Nath, seconded by Council Member Thorson, that this Ordinance be approved. The motion carried by a unanimous vote.

**Aye:** Caroline Thorson, Kevin Aaker, Dan Nath, and Marlin Kracht

**K. MOTIONS AND GENERAL BUSINESS**

**L. COUNCIL REQUESTS - GENERAL DISCUSSION**

City Council will have one business meeting for the month of June on June 17 at 5:00 p.m. Kids Rock public open house tomorrow at 5:30 p.m. Celebrated National Water/Wastewater and Public Works Day.

**M. ADJOURNMENT**

A motion was made by Council Member Aaker, seconded by Council Member Kracht, to adjourn the meeting at 5:24 p.m. The motion carried unanimously.

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Jessica Mead, City Clerk

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Patrick T. Baustian, Mayor

Staff Report

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**File #:** 2025-178

**Agenda Date:** 6/17/2025

**Agenda #:** F.1.

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Planning Commission Minutes from April 7, 2025.

EDA Minutes from May 12, 2025.

HRA Minutes from April 9 and May 14, 2025.

**Announcement of Meeting  
Planning Commission  
Regular Meeting Minutes**

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**Monday, April 7, 2025**

**5:00 PM**

**Council Chambers**

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**I. CALL TO ORDER**

**Present** Council Member Dan Nath, Tyler LeBrun, Verlyn Van Batavia, Mark Lundgren, and Tom Lanoue

**Additional** Benjamin Vander Kooi, Jill Wolf, and Chad McClure

**I.1. [2025-110](#)** Elect Chair, Vice Chair and Secretary.

Nath as Chair, Lanoue as Vice Chair and LeBrun as Secretary. A motion was made by Lundgren, seconded by Lanoue, that this Motion be approved. The motion carried by a unanimous vote.

**II. APPROVAL OF MINUTES**

**II.1. [2025-109](#)** Planning Commission Minutes from April 22, 2024.

A motion was made by Van Batavia, seconded by Lundgren, that this Motion be approved. The motion carried by a unanimous vote.

**III. PUBLIC HEARING**

**III.1.** The purpose of the hearing is to rule and make recommendation to the Luverne City Council on proposed amendments to City Code chapter 153, and adding Sections 153.200 and 153.210 to regulate cannabis business zoning.

Chair Nath opened the public hearing at 5:06 p.m. With no comments or correspondence to consider, Nath closed the public hearing at 5:07 p.m.

**IV. OLD BUSINESS**

**V. NEW BUSINESS**

**V.1. [2025-108](#)** Proposed Ordinance Amending City Code chapter 153, and adding Sections 153.200 and 153.210 to regulate cannabis business zoning.

Zoning and land use for cannabis businesses was reviewed. All cannabis businesses will be required to attain a conditional use permit where items such as smell, odor and parking are considered. All cannabis businesses have a 1,000 foot setback from schools and 500 foot setback from parks and recreational facilities excluding Rotary Park.

**VI. GENERAL DISCUSSION**

**VII. ADJOURNMENT**

A motion was made by LeBrun, seconded by Lanoue, to adjourn the meeting at 5:25 p.m. The motion carried unanimously.

Submitted by,

Jill Wolf  
City Administrator

**LUVERNE HRA  
MINUTES  
Regular Meeting  
Wednesday, April 9, 2025**

**11:30 A.M.**

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**Members Present:** Evan Verbrugge, Board Chair  
Mike DeBates, Board Vice-Chair  
Susan Schneekloth, Secretary  
Mert Kracht  
Tammy Johnson

**Absent:** Bob Wratz

- I.** Board Chair Verbrugge called the meeting to order at 11:30 a.m.
- II.** Approve Meeting Minutes: Moved by Schneekloth, second by DeBates to approve the March 11, 2025 meeting minutes. All in favor, carried.
- III.** Approve Financial Reports: Moved by DeBates, second by Schneekloth to approve the March 2025 financial reports. All in favor, carried.

**IV. OLD BUSINESS**

A. AT&T Equipment Update-No updates

B. Preparing for Construction Project:

- 1. MN Housing requested further clarification and has asked us to be more specific details on a few items/projects before they will approve our specs.
- 2. We will continue to request HUD's approval to lay away apartments for tenants to shelter while their apartments are under construction.

**V. NEW BUSINESS**

A. Vacant Due to Mod Request:

102: Johnson requested Vacant Due to Modernization approval for apartment 102. This is a 2-bedroom that is original to when the building was built. It still has a bathtub. This will not be an apartment where displaced tenants can shelter. This apartment will be gutted & remodeled.

104: Johnson requested approval to lay away apartment 104. It needs major repairs upon the previous tenant vacating. Radon was detected in 104. Once rehabbed and radon mitigated, this apartment will be set aside for current tenants to shelter while they are displaced during construction.

Schneekloth moved, second by DeBates to lay away apartments 102 and 104. All in favor, carried.

B. Sidewalk Replacement: Due to uneven cement, several sidewalk areas were replaced this week.

- C. Missouri River Energy/City of Luverne CIP: Wade Sand, Missouri River Energy contacted Johnson regarding the Conservation Initiative Program. He stated the partnership with the city and the Tower to provide/replace old AC units for low-income tenants is a great fit for this program. Wade and or Johnson will revisit this with the city.
- D. HUD CFP Close out and email issues have been resolved.
- E. Bedbug Sweep: Plunkett's will conduct a complete bedbug/pest sweep on April 16. BMT staff will conduct a building/housekeeping inspection the same day.

**VI. REPORTS:**

- 1. Project Performance
- 2. Recertification updated
- 3. Activity Report

**VII. OTHER:**

- VIII. ADJOURN:** Moved by Schneekloth, second by DeBates to adjourn at 12:20 p.m. All in favor.

Respectfully submitted:

Susan Schneekloth, Secretary



Evan Verbrugge, Board Chair

**LUVERNE HRA**

**MINUTES**

Regular Meeting

**Wednesday, May 14, 2025**

**11:30 A.M.**

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**Members Present:** Mike DeBates, Board Vice-Chair  
Susan Schneekloth, Secretary  
Bob Wratz  
Mert Kracht  
Tammy Johnson

**Absent:** Evan Verbrugge, Board Chair

- I.** Board Vice Chair DeBates called the meeting to order at 11:30 a.m.
- II.** Approve Meeting Minutes: Moved by Wratz, second by Schneekloth to approve the April 9, 2025 meeting minutes. All in favor, carried.
- III.** Approve Financial Reports: Moved by DeBates, second by Schneekloth to approve the April 2025 financial reports. All in favor, carried.

**IV. OLD BUSINESS**

A. AT&T Equipment Update-No updates. Not likely to install equipment on the roof.

B. Preparing for Construction Project

1. Change in Timeline:

At our May 13, 2025 POHP Check-In Teams meeting the following timeline was laid out.

- Once MN Housing has approved our specifications, we will host a pre-bid meeting.
  - Pre-bid meeting to be held within the next 2-3 weeks.
  - Bid packets will go out to interested contractors.
  - MN Housing will not close until the end of August at the earliest.
  - Actual Construction will not start until fall 2025.
2. In lieu of this timeline change we are rethinking holding apartments for displaced tenants. Johnson is concerned folks on our waiting list, which are mostly students, will find other housing or no housing and this could create an occupancy problem once construction is completed. After discussion, Johnson recommended we fill apartments as they become vacant and only keep a few vacant for displaced tenants. The board agreed.  
Johnson will schedule a meeting with her HUD POC to discuss this further.
  3. Press Release: Johnson is working with MN Housing on a press release or at least a preview story to highlight and explain the upcoming project.
  4. Lead Testing: Conducted May 5, 2025. No lead was found.

- C. Bedbug/Pest Inspection: On April 16, 2025 Plunkett's conducted a full building sweep bedbug and pest inspection. No evidence of bedbugs or any other pests were found. BMT staff also conducted a full building maintenance/housekeeping inspection. Several minor repairs will need to be made. Tenants with housekeeping violations will be notified.

V. **NEW BUSINESS**

- A. Loucks & Schwartz Contract: Loucks & Schwartz fee accounts have proposed a 2-year contract renewal. It was noted they are good to work with and work well with Cavanaugh & Co. during our annual financial audit.
- B. Motion Alarm: Our office/maintenance motion alarms are a casualty of the new VOIP telephone lines. They operate with copper only. Jonson will be investigating other alarm options.

VI. **REPORTS:**

1. Project Performance
2. Recertification updated
3. Activity Report

VII. **OTHER:**

Computers: Scott Christensen just notified Johnson that Microsoft will be ending support for Windows 10 on October 1, 2025. Therefore, there will be no more security updates, patches, maintenance and virus protection will end.

We have 3 options:

1. Do nothing and live with no protection.
2. Upgrade our 5 (2 office, 2 laptops and 1 guest) computers to Windows 11 for \$300 each
3. Relace 5 computers for \$699 each plus labor.

ED Computer was purchased in 2021, Office Manager computer was purchased in 2022, two laptops were purchased with Covid funds and the guest computer was a free, refurbished computer from the PC for people program. It is used often and should have protection.

After discussion regarding life expectancy computers, Schneekloth moved, second by Kracht to purchase 5 new computers. All in favor, carried.

- VIII. **ADJOURN:** Moved by Wratz, second by Schneekloth to adjourn at 12:15 p.m. All in favor.

Respectfully submitted:

  
Susan Schneekloth, Secretary

  
Mike DeBates, Board Vice Chair



**Announcement of Meeting**  
**Economic Development Authority**  
**Regular Meeting Minutes**

305 E. Luverne St.  
Luverne, MN 56156  
www.cityofluverne.org

**Monday, May 12, 2025**

**8:00 AM**

**Council Chambers**

**A. CALL TO ORDER - ROLL CALL**

**Present** Patrick Baustian, Ryan DeBates, Tara Zewiske, Kevin Aaker, and Sherri Thompson

A Regular Meeting of the Luverne Economic Development Authority was held in the Council Chambers, commencing at 8:00 AM.

Additional attendees include: City Administrator Jill Wolf and EDA Director Holly Sammons.

**B. APPROVAL OF MINUTES OF PRECEDING MEETING**

- 1. LEDA - Regular Meeting - April 13, 2025

A motion was made by DeBates, seconded by Thompson, that these LEDA Minutes be approved. The motion carried by the following vote:

**Aye:** Baustian, DeBates, Zewiske, Aaker, and Thompson

**C. BILLS AND COMMUNICATIONS**

- 1. Approval of Regular Department Payment Report - 04 2025

A motion was made by Aaker, seconded by Zewiske, that this LEDA Regular Department Payment Report be approved. The motion carried by the following vote:

**Aye:** Baustian, DeBates, Zewiske, Aaker, and Thompson

- 2. Approval of Financial Report - 04 2025

A motion was made by DeBates, seconded by Aaker, that this LEDA Financial Report be approved. The motion carried by the following vote:

**Aye:** Baustian, DeBates, Zewiske, Aaker, and Thompson

**D. DIRECTOR'S REPORTS & DISCUSSION**

Baustian reported that the tax base of the city grew from \$353 million in 2021 to \$539 million in 2025.

Sammons reported that there is a Ribbon Cutting for the child care center scheduled for Wednesday, May 28, at 5:30 PM. A Public Open House will follow from 5:30-7:30 PM at 1 Roundwind Road.

**E. BUSINESS**

1. Motion to Approve Residential Demolition Grant Request - Timothy Cowell, 307 S. Fassett St.

Cowell has submitted an application for the Residential Demolition Grant Program for an accessory structure at 307 S Fassett St. Cowell would like to demo a very old shed and eliminate blight. Cowell reports that the structure is substandard, dilapidated, and has no structural integrity. The house will remain on the property. EMV is \$61,000 (\$2500 Land, \$58,500 House). Annual taxes are \$668. Cowell has submitted proper paperwork and meets all the requirements for a Residential Demolition grant for an accessory structure for \$750.

A motion was made by Aaker, seconded by Zewiske, that this LEDA Business be approved. The motion carried by the following vote:

**Aye:** Baustian, DeBates, Zewiske, Aaker, and Thompson

2. Motion to Approve Residential Demolition Grant Request - Mike Davis, 625 W. Warren St

Davis has submitted an application for the Residential Demolition Grant Program for an accessory structure at 625 W. Warren St. Davis would like to demolish an old shed. Davis reports that the structure is substandard, dilapidated, and beyond repair. The house will remain on the lot. EMV is \$69,200 (\$3800 Land, \$65,400 House). Annual taxes are \$748. Davis has submitted proper paperwork and meets all the requirements for a Residential Demolition grant for an accessory structure for \$1500.

A motion was made by Thompson, seconded by Zewiske, that this LEDA Business be approved. The motion carried by the following vote:

**Aye:** Baustian, DeBates, Zewiske, Aaker, and Thompson

**F. ADJOURNMENT**

A motion was made by Zewiske, seconded by DeBates, that this meeting be adjourned. The motion carried by the following vote:

**Aye:** Baustian, DeBates, Zewiske, Aaker, and Thompson

**SIGNATURES**

DocuSigned by:  


004BEF94C7E9488  
Patrick T. Baustian, President

DocuSigned by:  


D8B80970B65849A  
Holly J. Sammons, EDA Director

## Staff Report

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**File #:** 2025-144

**Agenda Date:** 6/17/2025

**Agenda #:** G.1.

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Palace Theatre Bi-annual Report--Shawn Kinsinger.

## Staff Report

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**File #:** 2025-208

**Agenda Date:** 6/17/2025

**Agenda #:** G.2.

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City Administrator Report.

## Staff Report

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**File #:** 2025-175

**Agenda Date:** 6/17/2025

**Agenda #:** H.1.

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Claim Report for June 2025 (Check No. 164892-).

# Invoices Paid Report By Fund

City of Luverne, MN

Payment Dates 5/29/2025 - 6/17/2025

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - GENERAL</b>					
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	101-21229	86.53
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	101-21229	47.84
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	101-21226	2,519.13
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	101-21226	142.30
Minn Council 65	05/31/2025	05/09/2025	Union Dues	101-21228	237.06
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	101-21229	86.52
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	101-21229	47.84
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	101-21226	2,523.43
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	101-21226	14,076.23
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	101-21226	142.30
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	101-21226	953.04
Minn Council 65	05/31/2025	05/23/2025	Union Dues	101-21228	237.49
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	101-21250	1,337.88
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	101-21225	159.00
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	101-21224	5,066.70
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	101-21224	146.16
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Contributions	101-21225	49.92
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	101-21223	4,470.14
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	101-21222	1,625.34
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	101-21223	1,045.44
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	101-21221	2,655.28
					<b>37,655.57</b>
<b>Department: 41130 - Ordinances &amp; Proceedings</b>					
Tollefson Enterprises Inc	06/12/2025	05/31/2025	Advertising	101-41130-3351	737.88
					<b>Department 41130 - Ordinances &amp; Proceedings Total: 737.88</b>
<b>Department: 41320 - City Administration</b>					
League of Minn Cities	06/12/2025	03/24/2025	MCMA Annual Conference	101-41320-3331	40.00
Amazon Capital Services	06/03/2025	05/27/2025	Pencils	101-41320-2209	8.24
Amazon Capital Services	06/03/2025	05/27/2025	Folding Tables	101-41320-2261	684.96
Amazon Capital Services	06/03/2025	05/27/2025	Cork Board	101-41320-2261	29.99
					<b>Department 41320 - City Administration Total: 763.19</b>
<b>Department: 41940 - Government Buildings</b>					
Luverne Ace Hardware	05/29/2025	04/07/2025	Toilet Fill Valve	101-41940-2223	18.99
Luverne Ace Hardware	05/29/2025	04/09/2025	Wallplates/Low Vlt Mntg Brkt...	101-41940-2261	18.94
Luverne Ace Hardware	05/29/2025	04/14/2025	Wallplate/Low Vlt Mntg Brkt	101-41940-2261	4.38
Luverne Ace Hardware	05/29/2025	04/14/2025	Wallplates/Receptacle/Plug Cr...	101-41940-2261	27.76
Luverne Ace Hardware	05/29/2025	04/24/2025	Lever Flush	101-41940-2261	8.99
Imperial Bag & Paper Co LLC	05/30/2025	04/30/2025	Hand Towels/Sanitizer/Hand ...	101-41940-2261	1,950.50
Centerpoint Energy	05/30/2025	05/16/2025	Gas Bill - Food Shelf	101-41940-3389	22.77
Imperial Bag & Paper Co LLC	05/30/2025	05/19/2025	Tork Tissue	101-41940-2261	335.34
Bluepeak	06/03/2025	05/26/2025	East Public Restroom	101-41940-3321	147.47
Bluepeak	06/03/2025	05/26/2025	Childcare Building	101-41940-3321	109.99
Bluepeak	06/03/2025	05/26/2025	Public Restroom	101-41940-3321	132.47
Alliance Communications	06/03/2025	06/01/2025	Internet - The Lake	101-41940-3321	110.58
TK Elevator	06/10/2025	06/01/2025	Bronze - Oil & Grease Only	101-41940-3403	421.62
					<b>Department 41940 - Government Buildings Total: 3,309.80</b>
<b>Department: 42120 - Police Crime Control &amp; In</b>					
Rock County Auditor/Treas	06/10/2025	06/06/2025	2024 Court Fines	101-42120-3329	26,851.58
Rock County Auditor/Treas	06/10/2025	06/09/2025	1st Qtr 2025 Law Enforcement...	101-42120-3327	303,231.75
Rock County Auditor/Treas	06/10/2025	06/09/2025	2nd Qtr 2025 Law Enforcemen...	101-42120-3327	303,231.75
					<b>Department 42120 - Police Crime Control &amp; In Total: 633,315.08</b>

**Invoices Paid Report**

**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
<b>Department: 42220 - Fire Fighting</b>					
Luverne Ace Hardware	05/29/2025	04/07/2025	Ziploc Bags	101-42220-2261	8.59
Luverne Ace Hardware	05/29/2025	04/08/2025	Tide	101-42220-2261	12.99
Auto Value	06/03/2025	05/20/2025	Black 1/4 CV Tube	101-42220-2261	4.49
Heiman Fire Equipment	06/03/2025	05/22/2025	Adapters	101-42220-2241	390.11
Heiman Fire Equipment	06/03/2025	05/22/2025	Traffic Advisor Installed/Elbow...	101-42220-2228	2,937.00
Amazon Capital Services	06/03/2025	05/22/2025	Tool Box Inserts	101-42220-2241	86.98
Bluepeak	06/03/2025	05/26/2025	Fire Dept	101-42220-3321	196.34
Amazon Capital Services	06/03/2025	05/27/2025	Crimp Connectors	101-42220-2261	14.69
Van Batavia, David	05/29/2025	05/27/2025	Reimburse for Fireman Traini...	101-42220-2207	989.98
<b>Department 42220 - Fire Fighting Total:</b>					<b>4,641.17</b>
<b>Department: 42250 - Fire Communications</b>					
DSC Communications	06/03/2025	05/28/2025	Batteries	101-42250-3323	1,016.00
<b>Department 42250 - Fire Communications Total:</b>					<b>1,016.00</b>
<b>Department: 42401 - Building/Planning/Zoning</b>					
Tollefson Enterprises Inc	06/12/2025	05/31/2025	Advertising	101-42401-3351	152.38
<b>Department 42401 - Building/Planning/Zoning Total:</b>					<b>152.38</b>
<b>Department: 42700 - Animal Control</b>					
Gangestad, Mike	06/03/2025	06/02/2025	Dog Pound Services	101-42700-3312	425.00
<b>Department 42700 - Animal Control Total:</b>					<b>425.00</b>
<b>Department: 43121 - Street</b>					
Luverne Ace Hardware	05/29/2025	04/03/2025	Counter Bit Set	101-43121-2241	28.99
Rock Motor Sports, LLC	06/12/2025	04/04/2025	#39 Motor Oil	101-43121-2212	542.93
Luverne Ace Hardware	05/29/2025	04/17/2025	Hammer Drl Bts	101-43121-2241	20.98
Luverne Ace Hardware	05/29/2025	04/18/2025	Markers	101-43121-2261	10.58
Bomgaars	06/03/2025	04/25/2025	Tarp Tape/Strap	101-43121-2221	20.89
Bomgaars	06/03/2025	04/28/2025	Straps	101-43121-2261	23.88
Bomgaars	06/03/2025	05/08/2025	Jack	101-43121-2221	54.99
Diamond Vogel Inc	05/30/2025	05/15/2025	Sprayer Tips	101-43121-2221	183.00
Transwest Trucks of Sioux Falls	06/12/2025	05/20/2025	#40 #47 Filters/Multi Purpose ...	101-43121-2228	739.08
Fastenal Company	06/12/2025	05/21/2025	First Aid Supplies/Batteries	101-43121-2221	193.97
Tollefson Enterprises Inc	06/12/2025	05/31/2025	Advertising	101-43121-3349	830.00
<b>Department 43121 - Street Total:</b>					<b>2,649.29</b>
<b>Department: 45129 - Winter Recreation Program</b>					
Bluepeak	06/03/2025	05/26/2025	BMIA	101-45129-3321	323.29
<b>Department 45129 - Winter Recreation Program Total:</b>					<b>323.29</b>
<b>Department: 45200 - Parks</b>					
Luverne Ace Hardware	05/29/2025	04/03/2025	Rakes	101-45200-2241	49.98
Luverne Ace Hardware	05/29/2025	04/07/2025	Wheels	101-45200-2221	19.98
Luverne Ace Hardware	05/29/2025	04/09/2025	Mlt Srfc Clnr Pine	101-45200-2223	16.99
Luverne Ace Hardware	05/29/2025	04/09/2025	Hardware	101-45200-2223	9.52
Luverne Ace Hardware	05/29/2025	04/10/2025	Basket Strainer	101-45200-2223	16.99
Luverne Ace Hardware	05/29/2025	04/14/2025	Handle	101-45200-2223	9.99
Luverne Ace Hardware	05/29/2025	04/16/2025	Sleeve/Elbows/Ploy Tube/Cou...	101-45200-2223	26.70
Luverne Ace Hardware	05/29/2025	04/16/2025	Insert	101-45200-2223	1.59
Luverne Ace Hardware	05/29/2025	04/16/2025	Cedar Wood Chips	101-45200-2225	47.88
Luverne Ace Hardware	05/29/2025	04/17/2025	Hardware/Rod Threaded SS	101-45200-2223	33.56
Luverne Ace Hardware	05/29/2025	04/17/2025	Landscape Fabric/Cedar Wood..	101-45200-2225	104.85
Luverne Ace Hardware	05/29/2025	04/17/2025	Spade/Cedar Wood Chips	101-45200-2225	79.87
Fastenal Company	06/03/2025	04/17/2025	Spring Hooks	101-45200-2231	285.00
Luverne Ace Hardware	05/29/2025	04/18/2025	Element	101-45200-2223	18.99
Luverne Lawn Care	06/10/2025	04/21/2025	Grass Seed/Bulk Fertilizer	101-45200-2225	369.40
Luverne Ace Hardware	05/29/2025	04/22/2025	Hammer Bits/Hardware	101-45200-2231	50.46
Bomgaars	06/03/2025	05/02/2025	Pikstik/Pro Grab Pik Stick	101-45200-2241	44.98
Bomgaars	06/03/2025	05/08/2025	Work Boots	101-45200-2245	104.99
Bomgaars	06/03/2025	05/12/2025	Landscape Fabric	101-45200-2225	39.99
Dakota Supply Group Inc	05/30/2025	05/16/2025	Bull2 Bracket Bullhorn Two Li...	101-45200-2261	752.94
Turfwerks	06/12/2025	05/19/2025	#12 #13 #17 Switches/Filters	101-45200-2221	1,021.65

**Invoices Paid Report**

**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
All Flags LLC	06/03/2025	05/21/2025	Flags - US/MN	101-45200-2225	1,634.15
C & B Operations - Luverne	06/12/2025	05/21/2025	#18 Bearing/Fan/Pulley/Bushi...	101-45200-2221	1,229.55
Turfwerks	06/12/2025	05/21/2025	#12 #13 #17 Switches	101-45200-2221	362.06
Auto Value	06/03/2025	05/22/2025	#15 Alternator Bearings	101-45200-2221	71.98
C & B Operations - Luverne	06/12/2025	05/23/2025	#91 Scraper/Skid Shoes/Hard...	101-45200-2221	2,120.24
Luverne Ace Hardware	05/29/2025	05/28/2025	Adapter/Plug	101-45200-2223	6.98
Dakota Supply Group Inc	06/03/2025	05/28/2025	Outlet Boxs/Outlet Covers/C...	101-45200-2261	173.97
Dakota Supply Group Inc	06/10/2025	06/01/2025	Occupancy Sensors/Wall Plates	101-45200-2223	144.72

**Department 45200 - Parks Total: 8,849.95**

**Department: 45204 - Forestry & Nursery**

Luverne Ace Hardware	05/29/2025	04/21/2025	Measure Cup	101-45204-2261	7.99
Luverne Ace Hardware	05/29/2025	04/25/2025	Poly Tarp	101-45204-2261	99.99
Bomgaars	06/03/2025	05/06/2025	Headgear	101-45204-2241	177.98
Nursery Wholesalers Inc	05/30/2025	05/08/2025	Trees	101-45204-2225	1,586.09

**Department 45204 - Forestry & Nursery Total: 1,872.05**

**Department: 46510 - Conservation & Development**

Luverne Convention & Visitors...	05/30/2025	05/29/2025	Lodging Tax	101-46510-3542	3,789.16
Luverne Baseball Association	05/30/2025	05/30/2025	Scoreboard Donation - Jim & ...	101-46510-7207	8,510.00

**Department 46510 - Conservation & Development Total: 12,299.16**

**Fund 101 - GENERAL Total: 708,009.81**

**Fund: 208 - CHILDCARE FACILITY**

**Department: 46633 - Childcare**

Luverne Ace Hardware	05/29/2025	03/26/2025	Paint/Paint Brushes	208-46633-2261	26.66
Luverne Ace Hardware	05/29/2025	04/02/2025	Chain Pass/Hooks/Trunbkl	208-46633-2261	91.91
Luverne Ace Hardware	05/29/2025	04/02/2025	Chain/Hooks/Slide	208-46633-2261	47.09
Luverne Ace Hardware	05/29/2025	04/02/2025	Hardware	208-46633-2261	12.86
Dakota Supply Group Inc	06/05/2025	04/09/2025	GF-Testing Ground Fault	208-46633-2221	2,098.82
Luverne Ace Hardware	05/29/2025	04/25/2025	Tape	208-46633-2261	28.77
Audio Video Integrations	05/30/2025	05/01/2025	Brightsign XT245 Powerful Ult...	208-46633-5571	1,200.00
Quality Printing Inc	06/05/2025	05/09/2025	Red Vinyl Sign	208-46633-2261	90.52
JCL Solutions	06/03/2025	05/23/2025	Janitorial Supplies	208-46633-2261	1,720.12
Tollefson Enterprises Inc	06/12/2025	05/31/2025	Advertising	208-46633-3349	1,000.00
Kids Rock! Child Care Center	06/03/2025	06/03/2025	Operating Funds	208-46633-3496	75,000.00

**Department 46633 - Childcare Total: 81,316.75**

**Fund 208 - CHILDCARE FACILITY Total: 81,316.75**

**Fund: 209 - AIRPORT**

**Department: 43186 - 43186**

Luverne Ace Hardware	05/29/2025	04/08/2025	Hardware	209-43186-2223	5.98
Alliance Communications	06/03/2025	06/01/2025	Phone/Cable/Internet - Airport	209-43186-3321	318.06

**Department 43186 - 43186 Total: 324.04**

**Fund 209 - AIRPORT Total: 324.04**

**Fund: 210 - POOL & FITNESS CENTER**

Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	210-21229	20.12
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	210-21229	79.86
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	210-21226	319.70
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	210-21229	20.12
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	210-21229	79.86
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	210-21226	319.70
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	210-21226	1,783.37
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	210-21250	184.62
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	210-21225	350.00
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	210-21224	1,260.28
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	210-21223	2,575.10
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	210-21222	644.79
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	210-21223	602.28
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	210-21221	963.21

**9,203.01**

**Invoices Paid Report**

**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
<b>Department: 45124 - Pool &amp; Fitness Center</b>					
Luverne Ace Hardware	05/29/2025	03/27/2025	Hardware	210-45124-2261	4.00
Luverne Ace Hardware	05/29/2025	04/01/2025	Garbage Bags/Sprayer	210-45124-2211	31.96
Sanford Health	05/30/2025	05/04/2025	Drug Screen	210-45124-3305	32.00
Centerpoint Energy	05/30/2025	05/16/2025	Gas Bill - LAF	210-45124-3383	729.13
MC&R Pools Inc	06/12/2025	05/19/2025	Mtr Pkg 3HP Tefc	210-45124-2221	1,002.77
Eggebrecht, Kathleen	05/30/2025	05/21/2025	Group Exercise Instructor Ren...	210-45124-2207	90.00
Bluepeak	06/03/2025	05/26/2025	LAAF - Pool	210-45124-3321	334.08
Amazon Capital Services	06/03/2025	05/28/2025	Folding Table Carts/Pool Nood...	210-45124-2261	324.05
Tollefson Enterprises Inc	06/12/2025	05/31/2025	Advertising	210-45124-3349	2,065.00
Amazon Capital Services	06/12/2025	06/11/2025	HP Color Laserjet Pro Printer	210-45124-2209	288.62
Amazon Capital Services	06/12/2025	06/11/2025	Taylor-Pool Powder	210-45124-2216	115.58
<b>Department 45124 - Pool &amp; Fitness Center Total:</b>					<b>5,017.19</b>
<b>Fund 210 - POOL &amp; FITNESS CENTER Total:</b>					<b>14,220.20</b>
<b>Fund: 280 - COMMUNITY DEV SPECIAL REV</b>					
Missouri River Energy Ser	05/29/2025	05/14/2025	Econ Dev Credit - Lineage	280-36405	-2,747.50
<b>Fund 280 - COMMUNITY DEV SPECIAL REV Total:</b>					<b>-2,747.50</b>
<b>Fund: 402 - STREET/SIDEWALK IMPROVEME</b>					
<b>Department: 43124 - Improvement Construction</b>					
Buffalo Ridge Concrete	06/10/2025	05/02/2025	1.00 Yd Concrete - 121-123 S...	402-43124-5532	225.00
<b>Department 43124 - Improvement Construction Total:</b>					<b>225.00</b>
<b>Fund 402 - STREET/SIDEWALK IMPROVEME Total:</b>					<b>225.00</b>
<b>Fund: 405 - CAPITAL EQUIPMENT REPLACE</b>					
<b>Department: 43121 - Street</b>					
Papik Motors	06/10/2025	06/06/2025	Vhcl Sales Tax/Title & Lic 2025...	405-43121-5542	3,964.22
<b>Department 43121 - Street Total:</b>					<b>3,964.22</b>
<b>Department: 45201 - Park and Recreation Capital</b>					
C & B Operations - Luverne	05/29/2025	04/03/2025	#18 John Deere Z997R Mower	405-45201-5571	23,700.00
C & B Operations - Luverne	06/05/2025	06/02/2025	#196 John Deere Gator XUV 8...	405-45201-5571	35,500.00
<b>Department 45201 - Park and Recreation Capital Total:</b>					<b>59,200.00</b>
<b>Fund 405 - CAPITAL EQUIPMENT REPLACE Total:</b>					<b>63,164.22</b>
<b>Fund: 601 - WATER</b>					
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	601-21229	31.39
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	601-21229	3.07
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	601-21226	1,173.44
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	601-21226	206.97
Minn Council 65	05/31/2025	05/09/2025	Union Dues	601-21228	132.21
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	601-21229	31.38
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	601-21229	3.07
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	601-21226	1,169.13
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	601-21226	6,521.71
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	601-21226	206.98
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	601-21226	1,386.25
Minn Council 65	05/31/2025	05/23/2025	Union Dues	601-21228	131.80
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	601-21250	569.57
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	601-21225	63.00
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	601-21224	2,279.59
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Contributions	601-21225	70.08
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	601-21223	1,838.18
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	601-21222	538.17
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	601-21223	429.94
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	601-21221	1,036.63
<b>17,822.56</b>					
<b>Department: 49411 - Lewis &amp; Clark Wat Purch</b>					
Lewis & Clark Regional Water	06/03/2025	06/01/2025	May Water Purchased	601-49411-3382	26,435.64
<b>Department 49411 - Lewis &amp; Clark Wat Purch Total:</b>					<b>26,435.64</b>

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**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
<b>Department: 49415 - Water Production</b>					
Luverne Ace Hardware	05/29/2025	04/14/2025	Numbers	601-49415-2261	7.99
Worthington Public Utilities	06/10/2025	05/14/2025	Lab Tests - Apr 2025	601-49415-3312	150.00
McClure Electric LLC	06/12/2025	05/15/2025	Square D Altivar 20HP VFD/We..	601-49415-2221	4,482.19
Mert's Machine & Repair	06/12/2025	05/17/2025	Pipe Well Head Vent-Waste ...	601-49415-2221	60.00
Bluepeak	06/03/2025	05/26/2025	Water	601-49415-3321	173.98
Bluepeak	06/03/2025	05/26/2025	South Water Trmt Plnt	601-49415-3321	87.47
<b>Department 49415 - Water Production Total:</b>					<b>4,961.63</b>

<b>Department: 49451 - Water Distribution</b>					
Luverne Ace Hardware	05/29/2025	03/26/2025	Hex Brush	601-49451-2221	7.99
Metering & Technologies Solut..	06/10/2025	04/14/2025	Couplings w/Wire Hole & Gas...	601-49451-2221	128.54
Core & Main LP	06/10/2025	04/16/2025	PVC SWR Spigot Plug	601-49451-2221	190.87
Luverne Ace Hardware	05/29/2025	04/23/2025	Bit	601-49451-2221	13.99
Luverne Ace Hardware	05/29/2025	04/24/2025	Hardware	601-49451-2221	55.93
Bomgaars	06/03/2025	04/24/2025	Pipe Caps	601-49451-2228	10.95
Metering & Technologies Solut..	06/10/2025	04/24/2025	Meters	601-49451-2221	488.88
Bomgaars	06/03/2025	04/28/2025	Mineral Oil	601-49451-2213	22.99
Auto Value	06/03/2025	05/05/2025	#51 Battery	601-49451-2228	179.99
Bomgaars	06/03/2025	05/08/2025	Gloves/Pin	601-49451-2245	15.72
Northern Con-Agg LLP	06/10/2025	05/17/2025	#1 Pea Rock - Fill for Pot Holin...	601-49451-2221	1,908.75
Core & Main LP	06/03/2025	05/20/2025	Upper Standpipe/Breakable Ki...	601-49451-2221	1,028.11
Metering & Technologies Solut..	06/10/2025	05/21/2025	Frost Plate/Housing Bottom G...	601-49451-2221	29.76
Bluepeak	06/03/2025	05/26/2025	South Water Tower	601-49451-3321	87.47
Dakota Supply Group Inc	06/10/2025	06/05/2025	Safety Red Paint	601-49451-2221	85.00
<b>Department 49451 - Water Distribution Total:</b>					<b>4,254.94</b>

<b>Department: 49611 - General Administration</b>					
JA Consulting LLC	05/29/2025	04/13/2025	Water Meter Install	601-49611-3312	27,750.00
Badger Meter Inc	06/03/2025	05/29/2025	426 Beacon/2263 Cellular	601-49611-3312	1,072.27
Gopher State One Call	06/10/2025	05/31/2025	May 2025 Locate Tickets	601-49611-3499	27.34
<b>Department 49611 - General Administration Total:</b>					<b>28,849.61</b>

**Fund 601 - WATER Total: 82,324.38**

<b>Fund: 602 - SEWAGE</b>					
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	602-21229	22.39
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	602-21229	3.45
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	602-21226	498.73
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	602-21226	116.43
Minn Council 65	05/31/2025	05/09/2025	Union Dues	602-21228	50.56
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	602-21229	22.38
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	602-21229	3.45
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	602-21226	498.74
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	602-21226	2,782.06
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	602-21226	116.42
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	602-21226	779.75
Minn Council 65	05/31/2025	05/23/2025	Union Dues	602-21228	50.55
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	602-21250	241.94
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	602-21225	63.99
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	602-21224	1,102.83
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Contributions	602-21225	23.01
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	602-21223	862.18
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	602-21222	318.99
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	602-21223	201.68
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	602-21221	622.95
					<b>8,382.48</b>

<b>Department: 49416 - Sewage Collection</b>					
Luverne Ace Hardware	05/29/2025	04/11/2025	Steelwool	602-49416-2261	6.99
Metering & Technologies Solut..	06/10/2025	04/14/2025	Couplings w/Wire Hole & Gas...	602-49416-2221	128.54
Metering & Technologies Solut..	06/10/2025	04/24/2025	Meters	602-49416-2221	488.88
<b>Department 49416 - Sewage Collection Total:</b>					<b>624.41</b>

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Payment Dates: 5/29/2025 - 6/17/2025

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
<b>Department: 49435 - Sewage Disposal</b>					
Matheson Tri-Gas Inc	05/30/2025	03/21/2025	Tweco Mig Gun/Tips/Nozzles	602-49435-2221	413.03
Luverne Ace Hardware	05/29/2025	04/16/2025	Mag Box LVL Alum/Magnetic ...	602-49435-2241	119.98
Bomgaars	06/03/2025	05/06/2025	Hardware	602-49435-2261	15.04
Turfwerks	05/30/2025	05/13/2025	#53 Hyd Filter/Fuel Filter/Cartr..	602-49435-2221	268.16
Hawkins Inc	05/30/2025	05/16/2025	Aluminum Sulfate Liquid/Chlor..	602-49435-2216	9,636.22
Centerpoint Energy	05/30/2025	05/16/2025	Gas Bill - WWTP	602-49435-3383	1,410.08
MVTL Laboratories Inc	06/03/2025	05/19/2025	Lab Tests	602-49435-3312	288.80
Amazon Capital Services	06/03/2025	05/21/2025	Monitor	602-49435-3309	159.98
Worldwide Express	06/10/2025	05/21/2025	Shipping Charges	602-49435-3325	51.30
Metering & Technologies Solut..	06/10/2025	05/21/2025	Frost Plate/Housing Bottom G...	602-49435-2221	29.75
MVTL Laboratories Inc	06/03/2025	05/22/2025	Lab Tests	602-49435-3312	108.80
North Central Laboratories	06/10/2025	05/22/2025	Lab Supplies	602-49435-2215	783.81
Vessco Inc	06/10/2025	05/23/2025	W Marlow Loadsure Elements...	602-49435-2221	3,121.63
Bluepeak	06/03/2025	05/26/2025	Hills Liftstation	602-49435-3321	34.78
Bluepeak	06/03/2025	05/26/2025	WWTF	602-49435-3321	332.51
Dakota Supply Group Inc	06/10/2025	05/27/2025	Unit Heater	602-49435-2221	1,175.52
Worldwide Express	06/10/2025	05/28/2025	Shipping Charges	602-49435-3325	111.31
Idexx Distribution Inc	06/10/2025	05/29/2025	Colilert/Quanti-Tray/Irradiate...	602-49435-2215	1,538.71
Ketterling Services Inc	06/12/2025	05/31/2025	Commercial Pickup	602-49435-3312	169.65
<b>Department 49435 - Sewage Disposal Total:</b>					<b>19,769.06</b>
<b>Department: 49611 - General Administration</b>					
Nath, Matt	06/05/2025	05/20/2025	Reimburse CDL License	602-49611-3331	65.00
Badger Meter Inc	06/03/2025	05/29/2025	426 Beacon/2263 Cellular	602-49611-3312	1,072.26
Gopher State One Call	06/10/2025	05/31/2025	May 2025 Locate Tickets	602-49611-3499	27.34
<b>Department 49611 - General Administration Total:</b>					<b>1,164.60</b>
<b>Fund 602 - SEWAGE Total:</b>					<b>29,940.55</b>
<b>Fund: 603 - REFUSE</b>					
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	603-21229	1.43
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	603-21229	1.53
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	603-21226	441.20
Minn Council 65	05/31/2025	05/09/2025	Union Dues	603-21228	31.03
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	603-21229	1.43
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	603-21229	1.53
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	603-21226	441.20
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	603-21226	2,461.05
Minn Council 65	05/31/2025	05/23/2025	Union Dues	603-21228	31.03
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	603-21250	304.77
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	603-21225	4.00
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	603-21224	670.21
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	603-21223	498.74
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	603-21222	163.96
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	603-21223	116.64
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	603-21221	362.60
<b>Department 49418 - Refuse and Recycling</b>					<b>5,532.35</b>
BJM Enterprise Inc	06/12/2025	05/05/2025	#52 Service/Parts	603-49418-2228	2,237.53
Tank Holding Corp	06/10/2025	05/28/2025	300 Gal Refuse Cans/Hinge Kits	603-49418-2221	4,797.03
Davis, Mike	06/03/2025	05/30/2025	Clean Up of Garage	603-49418-3312	240.00
Davis, Mike	06/03/2025	05/30/2025	Demo/Disposal of Garage	603-49418-3384	129.00
Davis, Mike	06/03/2025	05/30/2025	Demo/Disposal of Garage	603-49418-3384	798.25
Ketterling Services Inc	06/12/2025	05/31/2025	Recycling Charge	603-49418-3391	1,905.60
<b>Department 49418 - Refuse and Recycling Total:</b>					<b>10,107.41</b>
<b>Fund 603 - REFUSE Total:</b>					<b>15,639.76</b>
<b>Fund: 604 - ELECTRIC</b>					
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	604-21229	23.54
Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	604-21229	16.11
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	604-21226	482.71

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**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	604-21226	94.43
Minn Council 65	05/31/2025	05/09/2025	Union Dues	604-21228	20.80
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	604-21229	23.55
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	604-21229	16.11
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	604-21226	482.73
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	604-21226	2,692.88
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	604-21226	94.43
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	604-21226	632.47
Minn Council 65	05/31/2025	05/23/2025	Union Dues	604-21228	20.82
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	604-21250	340.03
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	604-21225	108.01
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	604-21224	1,174.96
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Contributions	604-21225	37.00
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	604-21223	899.46
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	604-21222	331.44
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	604-21223	210.32
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	604-21221	688.32
					<b>8,390.12</b>
<b>Department: 49413 - Utility Purchased for Resale</b>					
Missouri River Energy Ser	05/29/2025	05/14/2025	Power Purchased	604-49413-3381	109,342.05
					<b>Department 49413 - Utility Purchased for Resale Total: 109,342.05</b>
<b>Department: 49414 - Purchased Power - MRES</b>					
Missouri River Energy Ser	05/29/2025	05/14/2025	Power Purchsed	604-49414-3381	109,922.61
					<b>Department 49414 - Purchased Power - MRES Total: 109,922.61</b>
<b>Department: 49417 - Electric Production</b>					
Luverne Ace Hardware	05/29/2025	04/02/2025	Bushing/Adapters/Thread Sea...	604-49417-2242	27.55
Mid-American Research Chem...	05/30/2025	05/16/2025	Weed Killer/Glass Cleaner/Wa...	604-49417-2225	1,255.14
Bluepeak	06/03/2025	05/26/2025	Power Plant	604-49417-3321	332.51
					<b>Department 49417 - Electric Production Total: 1,615.20</b>
<b>Department: 49442 - Transmission - L &amp; O</b>					
Missouri River Energy Ser	05/29/2025	05/14/2025	Transmission Charges	604-49442-3381	51,296.42
					<b>Department 49442 - Transmission - L &amp; O Total: 51,296.42</b>
<b>Department: 49452 - Electric Distribution</b>					
Matheson Tri-Gas Inc	06/12/2025	03/17/2025	Rental Invoice	604-49452-2221	682.10
Matheson Tri-Gas Inc	05/30/2025	03/31/2025	Rental Invoice	604-49452-3403	230.85
Matheson Tri-Gas Inc	05/30/2025	04/30/2025	Rental Invoice	604-49452-3403	181.65
Missouri River Energy Ser	06/06/2025	05/16/2025	Distribution Maintenance Agr...	604-49452-3312	35,614.75
Print Express	06/10/2025	05/22/2025	Embroidery - Supplied Shirts	604-49452-2245	92.88
Bluepeak	06/03/2025	05/26/2025	West Substation	604-49452-3321	86.99
					<b>Department 49452 - Electric Distribution Total: 36,889.22</b>
<b>Department: 49558 - Maintenance</b>					
Cannon Technologies Inc	06/03/2025	05/19/2025	Ann Yukon Software Sup DR/...	604-49558-2227	11,887.00
Cannon Technologies Inc	06/03/2025	05/19/2025	Ann Yukon Software Sup AMI ...	604-49558-2227	5,772.00
					<b>Department 49558 - Maintenance Total: 17,659.00</b>
<b>Department: 49611 - General Administration</b>					
Sanford Health	05/30/2025	05/04/2025	DOT	604-49611-3305	110.00
Missouri River Energy Ser	05/29/2025	05/14/2025	Membership Dues	604-49611-3491	460.75
Missouri River Energy Ser	05/29/2025	05/14/2025	Econ Dev Credit - Lineage	604-49611-3496	-2,747.50
Gopher State One Call	06/10/2025	05/31/2025	May 2025 Locate Tickets	604-49611-3499	27.34
Postmaster	06/11/2025	06/11/2025	Utility Billing Postage	604-49611-3322	885.74
					<b>Department 49611 - General Administration Total: -1,263.67</b>
					<b>Fund 604 - ELECTRIC Total: 333,850.95</b>
<b>Fund: 606 - STORM SEWER</b>					
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	606-21226	15.99
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	606-21226	15.99
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	606-21226	89.17
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	606-21250	11.15

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**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	606-21224	30.21
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	606-21223	23.40
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	606-21222	8.68
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	606-21223	5.48
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	606-21221	16.09
					<b>216.16</b>

**Department: 49592 - General Structures Mainte**

Gopher State One Call	06/10/2025	05/31/2025	May 2025 Locate Tickets	606-49592-3499	27.33
<b>Department 49592 - General Structures Mainte Total:</b>					<b>27.33</b>
<b>Fund 606 - STORM SEWER Total:</b>					<b>243.49</b>

**Fund: 609 - LIQUOR**

Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	609-21226	639.40
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	609-21226	639.40
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	609-21226	3,566.74
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	609-21250	223.08
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	609-21224	1,025.71
Minn Child Support Payment ...	06/06/2025	06/06/2025	Support Order	609-21230	167.05
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	609-21223	801.56
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	609-21222	225.12
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	609-21223	187.44
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	609-21221	417.10
					<b>7,892.60</b>

**Department: 49710 - Merchandise Purchases**

Crested River Cannabis Comp...	05/29/2025	05/14/2025	Inventory	609-49710-2251	190.00
Paustis Wine Company	05/29/2025	05/19/2025	Inventory	609-49710-2251	343.50
Bellboy Corporation	05/29/2025	05/20/2025	Inventory	609-49710-2251	234.07
Bellboy Corporation	05/29/2025	05/20/2025	Inventory	609-49710-2251	2,127.05
Southern Glazers of MN	05/29/2025	05/20/2025	Inventory	609-49710-2251	1,484.81
Southern Glazers of MN	05/29/2025	05/20/2025	Inventory	609-49710-2251	609.68
Johnson Brothers	05/29/2025	05/21/2025	Inventory	609-49710-2251	5,141.29
Johnson Brothers	05/29/2025	05/21/2025	Inventory	609-49710-2251	341.55
Artisan Beer Company	05/29/2025	05/21/2025	Inventory	609-49710-2251	301.15
Phillips Wine & Spirits	05/29/2025	05/21/2025	Inventory	609-49710-2251	398.24
Breakthru Beverage MN Beer	05/29/2025	05/22/2025	Inventory	609-49710-2251	175.50
Breakthru Beverage MN Wine...	05/29/2025	05/22/2025	Inventory	609-49710-2251	3,412.32
Doll Distributing LLC	05/29/2025	05/22/2025	Inventory	609-49710-2251	6,214.35
Beverage Wholesalers	05/29/2025	05/22/2025	Inventory	609-49710-2251	22,218.15
Beverage Wholesalers	05/29/2025	05/22/2025	Returned Product	609-49710-2251	-1,060.40
Breakthru Beverage MN Wine...	05/29/2025	05/22/2025	Returned Product	609-49710-2251	-9.15
Beverage Wholesalers	05/29/2025	05/22/2025	Returned Product	609-49710-2251	-99.00
Canna Cocked, LLC	05/29/2025	05/23/2025	Inventory	609-49710-2251	288.00
The Home City Ice Co	05/29/2025	05/24/2025	Ice	609-49710-2251	216.03
Southern Glazers of MN	06/03/2025	05/27/2025	Inventory	609-49710-2251	1,530.37
Southern Glazers of MN	06/03/2025	05/27/2025	Inventory	609-49710-2251	610.89
Breakthru Beverage MN Beer	06/03/2025	05/29/2025	Inventory	609-49710-2251	292.50
Breakthru Beverage MN Wine...	06/03/2025	05/29/2025	Inventory	609-49710-2251	1,627.62
Milk and Honey Ciders	06/03/2025	05/29/2025	Inventory	609-49710-2251	192.67
Doll Distributing LLC	06/03/2025	05/29/2025	Inventory	609-49710-2251	7.00
Johnson Brothers	06/03/2025	05/29/2025	Inventory	609-49710-2251	1,162.19
Johnson Brothers	06/03/2025	05/29/2025	Inventory	609-49710-2251	2,215.74
Artisan Beer Company	06/03/2025	05/29/2025	Inventory	609-49710-2251	33.80
Artisan Beer Company	06/03/2025	05/29/2025	Inventory	609-49710-2251	225.00
Beverage Wholesalers	06/03/2025	05/29/2025	Inventory	609-49710-2251	5,422.90
Southern Glazers of MN	06/12/2025	05/29/2025	Inventory	609-49710-2251	272.01
Southern Glazers of MN	06/12/2025	05/29/2025	Inventory	609-49710-2251	141.50
Phillips Wine & Spirits	06/03/2025	05/29/2025	Inventory	609-49710-2251	1,386.40
Doll Distributing LLC	06/03/2025	05/29/2025	Inventory	609-49710-2251	3,681.94
Doll Distributing LLC	06/03/2025	05/29/2025	Returned Product	609-49710-2251	-21.10
Vinocopia Inc	06/12/2025	06/02/2025	Inventory	609-49710-2251	298.75

**Invoices Paid Report**

**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
Vinocopia Inc	06/12/2025	06/02/2025	Inventory	609-49710-2251	160.00
Vinocopia Inc	06/12/2025	06/02/2025	Inventory	609-49710-2251	171.00
Southern Glazers of MN	06/12/2025	06/03/2025	Inventory	609-49710-2251	1,058.52
Southern Glazers of MN	06/12/2025	06/03/2025	Inventory	609-49710-2251	1,055.64
Breakthru Beverage MN Wine...	06/12/2025	06/03/2025	Returned Product	609-49710-2251	-249.35
Doll Distributing LLC	06/12/2025	06/04/2025	Returned Product	609-49710-2251	-120.00
Johnson Brothers	06/12/2025	06/04/2025	Inventory	609-49710-2251	3,090.17
Artisan Beer Company	06/12/2025	06/04/2025	Inventory	609-49710-2251	193.85
Breakthru Beverage MN Wine...	06/12/2025	06/04/2025	Returned Product	609-49710-2251	-27.90
Phillips Wine & Spirits	06/12/2025	06/04/2025	Inventory	609-49710-2251	2,804.15
The Home City Ice Co	06/12/2025	06/04/2025	Ice	609-49710-2251	309.71
Breakthru Beverage MN Wine...	06/12/2025	06/05/2025	Inventory	609-49710-2251	4,900.16
Breakthru Beverage MN Wine...	06/12/2025	06/05/2025	Inventory	609-49710-2251	3.72
Doll Distributing LLC	06/12/2025	06/05/2025	Inventory	609-49710-2251	8,543.30
Beverage Wholesalers	06/12/2025	06/05/2025	Inventory	609-49710-2251	9,286.30
Take 16 Brewing Company	06/12/2025	06/06/2025	Inventory	609-49710-2251	80.00

**Department 49710 - Merchandise Purchases Total: 92,866.59**

**Department: 49720 - Liquor Expenses**

Luverne Ace Hardware	05/29/2025	04/08/2025	Carpet Tape/Staples	609-49720-2261	24.58
Luverne Ace Hardware	05/29/2025	04/14/2025	Raid/Scissors/Air Effects/Odr E..	609-49720-2261	44.14
Luverne Ace Hardware	05/29/2025	04/18/2025	Tape Measure/Air Filters	609-49720-2261	66.92
Luverne Ace Hardware	05/29/2025	04/21/2025	Step Stool/Windex/Tape	609-49720-2211	63.57
Dacotah Paper Co	05/29/2025	05/20/2025	Paper Bags	609-49720-2261	135.93
Bluepeak	06/03/2025	05/26/2025	Liquor Store	609-49720-3321	159.52
Dacotah Paper Co	06/12/2025	06/03/2025	Paper Bags	609-49720-2261	106.17

**Department 49720 - Liquor Expenses Total: 600.83**

**Fund 609 - LIQUOR Total: 101,360.02**

**Fund: 650 - EDA GENERAL OPERATIONS**

Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	650-21226	319.70
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	650-21226	319.70
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	650-21226	1,783.37
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	650-21250	184.62
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	650-21225	397.06
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	650-21224	505.35
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Percent Contributions	650-21225	108.29
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	650-21223	377.90
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	650-21222	134.22
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	650-21223	88.38
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	650-21221	281.74

**4,500.33**

**Fund 650 - EDA GENERAL OPERATIONS Total: 4,500.33**

**Fund: 701 - CENTRAL GARAGE**

Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	701-21226	367.64
Minn Council 65	05/31/2025	05/09/2025	Union Dues	701-21228	31.03
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	701-21226	367.64
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	701-21226	2,050.88
Minn Council 65	05/31/2025	05/23/2025	Union Dues	701-21228	31.03
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	701-21250	256.55
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	701-21224	561.01
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	701-21223	419.48
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	701-21222	138.77
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	701-21223	98.08
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	701-21221	262.85

**4,584.96**

**Department: 49810 - Central Garage Operations**

Luverne Ace Hardware	05/29/2025	04/01/2025	Flux Nokorode/Solder/Copper...	701-49810-2228	61.54
Luverne Ace Hardware	05/29/2025	04/08/2025	8' Ladder	701-49810-2241	189.99
Luverne Ace Hardware	05/29/2025	04/25/2025	409 Cleaner/Cleaner Bowl	701-49810-2211	25.75

**Invoices Paid Report**

**Payment Dates: 5/29/2025 - 6/17/2025**

Vendor Name	Payment Date	Post Date	Description (Item)	Account Number	Amount
Auto Value	06/03/2025	04/29/2025	J-B Waterweld	701-49810-2221	8.99
Auto Value	06/03/2025	05/14/2025	Adhesive Cleaner	701-49810-2221	37.99
Auto Value	06/03/2025	05/16/2025	Fluid Film	701-49810-2221	13.99
Bluepeak	06/03/2025	05/26/2025	Central Garage	701-49810-3321	122.46
Fastenal Company	06/12/2025	05/28/2025	Battery/Hex Nuts/Terminal	701-49810-2221	79.03
GFL Environmental Services U...	06/10/2025	05/31/2025	Used Oil Filters/Used Oil/EERF	701-49810-2221	43.73

**Department 49810 - Central Garage Operations Total: 583.47**

**Fund 701 - CENTRAL GARAGE Total: 5,168.43**

**Fund: 702 - CENTRAL STORE**

Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	702-21226	159.86
Minn Council 65	05/31/2025	05/09/2025	Union Dues	702-21228	15.52
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	702-21226	159.85
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	702-21226	891.69
Minn Council 65	05/31/2025	05/23/2025	Union Dues	702-21228	15.52
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	702-21250	92.31
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	702-21224	204.42
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Contributions	702-21225	50.00
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	702-21223	149.78
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	702-21222	60.66
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	702-21223	35.04
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	702-21221	94.36

**1,929.01**

**Fund 702 - CENTRAL STORE Total: 1,929.01**

**Fund: 705 - DATA PROCESSING**

Colonial Life & Accident Insur...	05/31/2025	05/09/2025	Colonial Deductions	705-21229	2.83
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	705-21226	95.90
Blue Cross Blue Shield of Min...	05/31/2025	05/09/2025	Employee Health Insurance	705-21226	216.03
Minn Council 65	05/31/2025	05/09/2025	Union Dues	705-21228	9.30
Colonial Life & Accident Insur...	05/31/2025	05/23/2025	Colonial Deductions	705-21229	2.85
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	705-21226	95.89
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	705-21226	534.99
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	705-21226	216.03
Blue Cross Blue Shield of Min...	05/31/2025	05/23/2025	Employee Health Insurance	705-21226	1,446.89
Minn Council 65	05/31/2025	05/23/2025	Union Dues	705-21228	9.27
HealthEquity	06/06/2025	06/06/2025	Employee HSA Contribution	705-21250	132.01
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	Deferred Comp Contributions	705-21225	22.00
Public Employees Retirement	06/06/2025	06/06/2025	PERA Contributions	705-21224	1,124.77
MissionSquare Retirement - 4...	06/06/2025	06/06/2025	ROTH Contributions	705-21225	19.99
EFTPS-Federal	06/06/2025	06/06/2025	FICA WITHHOLDING	705-21223	940.28
EFTPS-State	06/06/2025	06/06/2025	STATE WITHHOLDING	705-21222	411.21
EFTPS-Federal	06/06/2025	06/06/2025	MEDICARE WITHHOLDING	705-21223	219.82
EFTPS-Federal	06/06/2025	06/06/2025	FED WITHHOLDING	705-21221	962.07

**6,462.13**

**Department: 41920 - Data Processing**

Quality Printing Inc	06/05/2025	03/18/2025	Statement Paper	705-41920-2261	1,627.13
Amazon Capital Services	06/03/2025	05/21/2025	Ergonomic Mouse	705-41920-2261	39.59
Gordon Fleisch Company Inc	06/03/2025	05/23/2025	Lexmark C2326 Jill/Lexmark C...	705-41920-2261	66.65
Bluepeak	06/03/2025	05/26/2025	DP - City Office	705-41920-3321	884.60
Bluepeak	06/03/2025	05/26/2025	Digital Sign @ Rotary Park	705-41920-3321	86.99
Bluepeak	06/03/2025	05/26/2025	Downtown Wi Fi	705-41920-3321	119.99
Bluepeak	06/03/2025	05/26/2025	Public Restroom #3 203 E Main	705-41920-3321	111.02
Allegiant Technology	06/03/2025	05/31/2025	CloudFAX June 2025 Billing	705-41920-3321	46.13

**Department 41920 - Data Processing Total: 2,982.10**

**Fund 705 - DATA PROCESSING Total: 9,444.23**

**Grand Total: 1,448,913.67**

# Outstanding Invoices Report

By Fund

City of Luverne, MN

Payable Dates 1/1/2024 - 6/18/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - GENERAL</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	101-21231	125.32
					<b>125.32</b>
<b>Department: 41110 - Mayor &amp; Council</b>					
Luverne Area Chamber	20250529	05/29/2025	Yodel Set Up/Annual Subscript...	101-41110-3491	1,180.00
					<b>Department 41110 - Mayor &amp; Council Total: 1,180.00</b>
<b>Department: 41320 - City Administration</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-41320-1131	-10.98
Luverne Ace Hardware	194234	05/22/2025	Keys	101-41320-2261	5.98
Quality Printing Inc	N24223	06/02/2025	Name Badges	101-41320-3499	12.96
MCFOA	02511	06/03/2025	MCFOA Membership Dues - ...	101-41320-3491	50.00
American Legal Publishing Cor...	43097	06/05/2025	Internet Renewal Period 7/19...	101-41320-3351	500.00
Wolf, Jill	June 2025	06/12/2025	Vehicle Allowance	101-41320-3334	550.00
					<b>Department 41320 - City Administration Total: 1,107.96</b>
<b>Department: 41610 - City Attorney</b>					
Klosterbuer & Haubrich LLP	794	06/04/2025	May Legal Fees	101-41610-3304	3,475.00
					<b>Department 41610 - City Attorney Total: 3,475.00</b>
<b>Department: 41940 - Government Buildings</b>					
Luverne Ace Hardware	193869	04/28/2025	Texture Spray	101-41940-2223	23.99
Luverne Ace Hardware	193882	04/29/2025	Garbage Bags	101-41940-2261	107.93
Luverne Ace Hardware	193889	04/29/2025	Scoop Gutter Getter	101-41940-2223	6.99
Luverne Ace Hardware	194099	05/12/2025	Air Filters	101-41940-2261	20.97
Luverne Ace Hardware	194122	05/13/2025	Ortho Insect Killer	101-41940-2261	24.99
McClure Plumbing & Heating L...	25777	05/27/2025	Pleated Filters	101-41940-2261	242.40
Gauquie, Thomas	2820	05/29/2025	City Office Window & Door Cl...	101-41940-2223	43.00
Presto-X	563414C	05/31/2025	Pest/Rodent Control Mainten...	101-41940-3312	423.21
Schomacker Office Cleaning L...	6308	05/31/2025	May Cleaning - City Offices	101-41940-3312	4,051.36
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	Ruby Fieldmaster B20 MN 325...	101-41940-2212	932.43
Pye Barker	IVN00336958	06/03/2025	Annual Fire Ext Inspection - L...	101-41940-3312	367.00
					<b>Department 41940 - Government Buildings Total: 6,244.27</b>
<b>Department: 42210 - Fire Administration</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-42210-1131	-0.08
					<b>Department 42210 - Fire Administration Total: -0.08</b>
<b>Department: 42220 - Fire Fighting</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-42220-1131	-2.44
Luverne Ace Hardware	194169	05/16/2025	Returned Ziploc Bags	101-42220-2261	-8.59
Luverne Ace Hardware	194178	05/17/2025	Velcro/Mounting Tape/Torxbit..	101-42220-2261	66.16
Luverne Ace Hardware	194179	05/17/2025	Returned Torxbit Socket/Purc...	101-42220-2261	-1.00
Heiman Fire Equipment	0943062-IN	05/29/2025	Caps	101-42220-2241	116.00
G & S Auto LLC	au7687-05-30-25jh	05/30/2025	#103 R/R 3 Bateries/Cleaned ...	101-42220-2228	905.00
Schomacker Office Cleaning L...	6308	05/31/2025	Credit on Hand Soap	101-42220-2261	-10.00
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	5103	101-42220-2212	115.70
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	5106	101-42220-2212	19.20
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	5102	101-42220-2212	48.87
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	5100	101-42220-2212	49.86
					<b>Department 42220 - Fire Fighting Total: 1,298.76</b>
<b>Department: 42280 - Fire Stations &amp; Buildings</b>					
Presto-X	563414C	05/31/2025	Pest Control Maintenance	101-42280-3312	103.27
Schomacker Office Cleaning L...	6308	05/31/2025	May Cleaning - Fire Hall	101-42280-3313	110.67
					<b>Department 42280 - Fire Stations &amp; Buildings Total: 213.94</b>

**Outstanding Invoices Report**

**Payable Dates: 1/1/2024 - 6/18/2025**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
<b>Department: 42401 - Building/Planning/Zoning</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-42401-1131	-7.55
					<b>Department 42401 - Building/Planning/Zoning Total:</b>
					<b>-7.55</b>
<b>Department: 42600 - Emergency Management Ser</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-42600-1131	-0.84
					<b>Department 42600 - Emergency Management Ser Total:</b>
					<b>-0.84</b>
<b>Department: 43121 - Street</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-43121-1131	-18.07
Luverne Ace Hardware	193867	04/28/2025	Grommet Kit/Grommet	101-43121-2261	23.98
Luverne Ace Hardware	193874	04/28/2025	Flex Paste Blk/Paint Brush	101-43121-2261	18.78
Luverne Ace Hardware	193936	05/02/2025	#32 Tube Vinyl	101-43121-2221	0.99
Napa Auto Parts of Luverne	255544	05/02/2025	#32 Fuel Filter	101-43121-2221	14.29
Luverne Building Center Inc	256453	05/02/2025	Lumber/Stakes/Torx Screws	101-43121-2261	82.87
Luverne Ace Hardware	194110	05/13/2025	White Marking Paint	101-43121-2261	9.99
Luverne Ace Hardware	194168	05/16/2025	Hardware	101-43121-2261	20.16
Napa Auto Parts of Luverne	256185	05/16/2025	#20 Oil Filter/Air Filter	101-43121-2228	30.38
Napa Auto Parts of Luverne	256259	05/19/2025	#28 Battery	101-43121-2221	178.99
Luverne Building Center Inc	257114	05/28/2025	Lumber - Truck Board	101-43121-2228	717.81
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1137	101-43121-2212	151.73
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1135	101-43121-2212	141.50
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1165	101-43121-2212	161.23
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1133	101-43121-2212	64.43
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1120	101-43121-2212	132.99
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1030	101-43121-2212	239.99
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1146	101-43121-2212	87.06
Staples Contract & Commercia..	6033759096	06/01/2025	Clipboards	101-43121-2261	21.72
Customer Contact Services	9523757-060125	06/01/2025	After Hours Answering Service	101-43121-3372	5.26
Rock County Sheriff's Office	25-00298	06/03/2025	Breath Tests	101-43121-3305	60.00
RDO Equipment	P0012111	06/03/2025	Splash Guards	101-43121-2221	217.88
Sanitation Products Inc	93235	06/09/2025	Primary Air Filters	101-43121-2221	601.50
Sanitation Products Inc	CN-01328	06/09/2025	Returned Primary Air Filter	101-43121-2221	-148.77
Sanitation Products Inc	CN-01329	06/09/2025	Returned Primary Air Filters	101-43121-2221	-297.54
					<b>Department 43121 - Street Total:</b>
					<b>2,519.15</b>
<b>Department: 45200 - Parks</b>					
Butler Machinery Co	04CS0096958	11/09/2024	#91 & #97 Returned Couplers	101-45200-2221	-454.15
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	101-45200-1131	-17.98
Luverne Ace Hardware	194060	05/09/2025	Hardware	101-45200-2261	3.80
Napa Auto Parts of Luverne	255820	05/09/2025	#17 Exhaust Wrap/Thrm-Shl	101-45200-2221	50.32
Luverne Building Center Inc	256649	05/09/2025	Sakrete for Sign	101-45200-2226	27.20
Luverne Ace Hardware	194142	05/15/2025	Scrapper Recip Saw 3"	101-45200-2241	19.99
Napa Auto Parts of Luverne	256177	05/16/2025	#17 Oil	101-45200-2221	9.99
Napa Auto Parts of Luverne	256429	05/22/2025	#12 #13 #17 Black Fluid Film C...	101-45200-2221	119.88
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	1214	101-45200-2212	364.92
Turfwerks	O158239	06/03/2025	Gas Strut/Latch/Bracket/Rivet...	101-45200-2221	514.99
Weber, Barbara	135352	06/04/2025	Replaced Zipper	101-45200-2245	33.00
Fastenal Company	SDBRA74472	06/04/2025	Fuses/Cable Ties	101-45200-2261	128.40
Buffalo Ridge Concrete	66579	06/05/2025	Concrete for Park Benches	101-45200-2225	700.00
Big Top Tent Rentals LLC	5151	06/07/2025	Portable Bathrooms	101-45200-3312	375.00
					<b>Department 45200 - Parks Total:</b>
					<b>1,875.36</b>
<b>Department: 45204 - Forestry &amp; Nursery</b>					
Luverne Ace Hardware	193899	04/30/2025	Rakes	101-45204-2261	43.98
					<b>Department 45204 - Forestry &amp; Nursery Total:</b>
					<b>43.98</b>
<b>Department: 46510 - Conservation &amp; Development</b>					
Luverne Building Center Inc	256522	05/05/2025	Lumber - TNT	101-46510-5528	14.56
Luverne Building Center Inc	256533	05/06/2025	Deck Boards/Fascia Boards/Ri...	101-46510-5528	1,718.42
Luverne Building Center Inc	256534	05/06/2025	Interior Door Package - TNT	101-46510-5528	4,257.92
Luverne Building Center Inc	256561	05/06/2025	Column Wrap w/Cap & Base - ...	101-46510-5528	419.98
Luverne Building Center Inc	256566	05/06/2025	Returned Fascia/Vinyl Undersil..	101-46510-5528	-150.28
Luverne Building Center Inc	256633	05/08/2025	Sonotube/Stakes - TNT	101-46510-5528	124.89

**Outstanding Invoices Report**

Payable Dates: 1/1/2024 - 6/18/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Luverne Building Center Inc	256699	05/12/2025	Lumber/Tork Screws/Joist Ha...	101-46510-5528	1,025.04
Luverne Building Center Inc	256701	05/12/2025	Brackets/Anchors - TNT	101-46510-5528	85.68
Luverne Building Center Inc	256713	05/12/2025	Casing & Base Interior Doors/F...	101-46510-5528	5,787.83
Luverne Building Center Inc	256822	05/15/2025	Returned Siding/Shakers/Joist...	101-46510-5528	-2,402.66
Luverne Building Center Inc	256842	05/16/2025	Decking Package/Rail Fasten K...	101-46510-5528	1,771.97
Luverne Building Center Inc	257093	05/27/2025	Screws - TNT	101-46510-5528	13.30
Rock County Transfer Station	11429 May 2025	05/31/2025	Demo/Construction - TNT NE ...	101-46510-5528	32.75
Big Top Tent Rentals LLC	5119	06/05/2025	Portable Bathroom TNT E Park	101-46510-5528	125.00
<b>Department 46510 - Conservation &amp; Development Total:</b>					<b>12,824.40</b>
<b>Fund 101 - GENERAL Total:</b>					<b>30,899.67</b>

**Fund: 208 - CHILDCARE FACILITY**

**Department: 46633 - Childcare**

Dakota Supply Group Inc	S104619040.1	04/14/2025	Returned Nipples	208-46633-2261	-173.07
Dakota Supply Group Inc	S104619040.1	04/14/2025	Returned Electrical Service C...	208-46633-5528	-1,729.31
Luverne Ace Hardware	193903	04/30/2025	Keys	208-46633-2261	11.96
Luverne Ace Hardware	194213	05/20/2025	Wire Hooks	208-46633-2261	4.59
Luverne Ace Hardware	194217	05/20/2025	Walldogs	208-46633-2261	26.37
Luverne Ace Hardware	194225	05/21/2025	Hardware	208-46633-2261	5.94
Mert's Machine & Repair	25914	05/27/2025	Aluminum Angles- Day Care	208-46633-2261	189.54
Gauquie, Thomas	3357	05/31/2025	Kids Rock Window & Door Cle...	208-46633-3312	270.00
Sysco WMN	20250601	06/01/2025	Food and Goods	208-46633-2261	14,921.46
Amazon Capital Services	1QVQ-JWX7-6KQV	06/02/2025	Slow Children Palying Signs	208-46633-2261	77.97
<b>Department 46633 - Childcare Total:</b>					<b>13,605.45</b>
<b>Fund 208 - CHILDCARE FACILITY Total:</b>					<b>13,605.45</b>

**Fund: 209 - AIRPORT**

Tailwinds Aircraft Services LLC	June 2025	06/12/2025	Lease	209-36307	-400.00
					<b>-400.00</b>

**Department: 43186 - 43186**

C & B Operations - Luverne	13259259	05/28/2025	#98 Oil Filter,Fuel Filter,High Li..	209-43186-2221	139.32
Presto-X	563414C	05/31/2025	Rodent Control Maintenance	209-43186-3312	354.13
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	2996	209-43186-2212	76.82
Tailwinds Aircraft Services LLC	1238	06/10/2025	Promotion Incentive on Fuel S...	209-43186-3478	5,367.77
Tailwinds Aircraft Services LLC	June 2025	06/12/2025	Management Fee	209-43186-3312	2,200.00
Tailwinds Aircraft Services LLC	June 2025	06/12/2025	Internet	209-43186-3321	-25.00
<b>Department 43186 - 43186 Total:</b>					<b>8,113.04</b>
<b>Fund 209 - AIRPORT Total:</b>					<b>7,713.04</b>

**Fund: 210 - POOL & FITNESS CENTER**

Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	210-21231	27.59
					<b>27.59</b>

**Department: 45124 - Pool & Fitness Center**

Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	210-45124-1131	-8.38
Luverne Ace Hardware	194014	05/07/2025	Weed & Grass Killer	210-45124-2221	17.99
Luverne Ace Hardware	194189	05/19/2025	Padlock/Hasp Fxd Safety	210-45124-2261	16.98
Luverne Ace Hardware	194215	05/20/2025	Tape/Adapter Hose	210-45124-2221	37.76
Luverne Ace Hardware	194251	05/23/2025	Wire Hooks	210-45124-2261	17.58
Rock County Transfer Station	11430 May 2025 LAF	05/31/2025	Bulbs	210-45124-3384	48.00
Presto-X	563414C	05/31/2025	Pest Control Maintenance	210-45124-3312	107.04
Customer Contact Services	9523757-060125	06/01/2025	After Hours Answering Service	210-45124-3372	5.26
Print Express	1043774	06/02/2025	Lanyards	210-45124-2261	845.00
Amazon Capital Services	1KCF-GNDW-DKCC	06/02/2025	Tanning Bed Pillows/Rubber ...	210-45124-2261	54.97
Amazon Capital Services	1R1H-9CPP-DFGJ	06/02/2025	Swim Goggles	210-45124-2254	95.96
Amazon Capital Services	1Wrk-NF94-4YXY	06/03/2025	Speaker/Mic	210-45124-2207	116.10
Amazon Capital Services	1Wrk-NF94-4YXY	06/03/2025	Buffer Pads/Disinfectant Spray	210-45124-2211	187.26
Amazon Capital Services	1Wrk-NF94-4YXY	06/03/2025	Chemicals	210-45124-2216	187.22
Hawkins Inc	7090858	06/03/2025	Azone 15/Sodium Bicarbonate	210-45124-2216	2,193.17

**Outstanding Invoices Report**

Payable Dates: 1/1/2024 - 6/18/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Associated Supply Co Inc	A106666	06/10/2025	Shaft Seal Pkg/O-Rings	210-45124-2221	106.84
<b>Department 45124 - Pool &amp; Fitness Center Total:</b>					<b>4,028.75</b>
<b>Fund 210 - POOL &amp; FITNESS CENTER Total:</b>					<b>4,056.34</b>

**Fund: 451 - GOV BLD CAP PROJ**

**Department: 41940 - Government Buildings**

Convergent Technologies LLC	IN00349519	06/05/2025	Secuirty Hardware Tech/Truck...	451-41940-5527	355.00
<b>Department 41940 - Government Buildings Total:</b>					<b>355.00</b>
<b>Fund 451 - GOV BLD CAP PROJ Total:</b>					<b>355.00</b>

**Fund: 601 - WATER**

Minn Dept of Health	2nd Qtr 2025	06/03/2025	Comm Wtr Supply Service Fee	601-21331	4,959.00
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	601-21231	59.41
<b>Fund 601 - WATER Total:</b>					<b>5,018.41</b>

**Department: 49415 - Water Production**

Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	601-49415-1131	-2.52
Luverne Ace Hardware	193985	05/06/2025	Elbow/Adapter/All Purpose C...	601-49415-2221	13.97
Luverne Ace Hardware	193986	05/06/2025	Cable Ties	601-49415-2261	9.99
Sudenga, Janet	20250527	05/27/2025	Toilet Rebate	601-49415-3481	75.00
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	6151	601-49415-2212	199.47
Hawkins Inc	7090859	06/03/2025	LPC-4	601-49415-2216	2,997.23
Sioux Valley Environmental	12339	06/05/2025	140 Gallon Containment Tank	601-49415-2221	707.00
Dakota Supply Group Inc	S104775609.001	06/11/2025	Connector	601-49415-2221	59.87
<b>Department 49415 - Water Production Total:</b>					<b>4,060.01</b>

**Department: 49451 - Water Distribution**

Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	601-49451-1131	-22.65
Luverne Ace Hardware	193866	04/28/2025	Hardware	601-49451-2221	5.48
Luverne Ace Hardware	193892	04/29/2025	PVC Cndt/Hardware	601-49451-2221	21.97
Luverne Ace Hardware	194155	05/15/2025	Hammers/Batteries	601-49451-2241	73.97
Napa Auto Parts of Luverne	256452	05/23/2025	#51 Oil Filter	601-49451-2228	7.19
Napa Auto Parts of Luverne	256468	05/23/2025	#51 Air Filter	601-49451-2228	23.19
McClure Plumbing & Heating I...	25785	05/29/2025	Nipples	601-49451-2221	51.09
Knife River	509173	05/30/2025	G-2 Asphalt	601-49451-2221	827.25
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	Ruby Fieldmaster B20 MN 721...	601-49451-2212	2,073.16
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	6154	601-49451-2212	150.20
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	6148	601-49451-2212	182.41
Knife River	510515	06/03/2025	G-2 Asphalt	601-49451-2221	830.25
Knife River	510516	06/04/2025	G-2 Asphalt	601-49451-2221	1,442.25
<b>Department 49451 - Water Distribution Total:</b>					<b>5,665.76</b>

**Department: 49611 - General Administration**

Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	601-49611-1131	-5.36
Customer Contact Services	9523757-060125	06/01/2025	After Hours Answering Service	601-49611-3372	10.52
Schneider Geospatial LLC	I007262	06/01/2025	Staff Augmentation 3rd Qtr 2...	601-49611-3312	3,737.00
Schneider Geospatial LLC	I007272	06/01/2025	Beacon Hosting 3rd Qtr 2025	601-49611-3312	594.00
<b>Department 49611 - General Administration Total:</b>					<b>4,336.16</b>

**Fund 601 - WATER Total: 19,080.34**

**Fund: 602 - SEWAGE**

Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	602-21231	26.98
<b>Fund 602 - SEWAGE Total:</b>					<b>26.98</b>

**Department: 49416 - Sewage Collection**

Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	602-49416-1131	-5.87
<b>Department 49416 - Sewage Collection Total:</b>					<b>-5.87</b>

**Department: 49435 - Sewage Disposal**

Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	602-49435-1131	-1.68
Luverne Ace Hardware	193922	05/01/2025	Paper Towels/Strapping Tape	602-49435-2215	27.97
Luverne Building Center Inc	256689	05/12/2025	Torx Lags/Orange Marking Pai...	602-49435-2223	45.59
Napa Auto Parts of Luverne	255987	05/13/2025	#53 Air Filter	602-49435-2221	24.77
Sunshine Foods	0089	05/19/2025	Towels/Salt Pellets	602-49435-2261	61.96
Luverne Building Center Inc	257080	05/27/2025	Beats the Nail	602-49435-2223	7.98

**Outstanding Invoices Report**

Payable Dates: 1/1/2024 - 6/18/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6162	602-49435-2212	33.22
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6136	602-49435-2212	729.31
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6153	602-49435-2212	133.82
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6126	602-49435-2212	57.60
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	#53 Superlube TMS 10W-30 2...	602-49435-2221	78.00
Bill's & Brandon Water Soften... 121584		06/01/2025	Softener Rent June 2025 - Nov...	602-49435-3312	96.00
MVTL Laboratories Inc 1308482		06/04/2025	Lab Tests	602-49435-3312	247.20
MVTL Laboratories Inc 1308510		06/04/2025	Lab Tests	602-49435-3312	137.60
MVTL Laboratories Inc 1308694		06/05/2025	Lab Tests	602-49435-3312	275.20
Tech Sales Co 328918		06/09/2025	ISCO Sample Btls/Battery/Batt...	602-49435-2261	12,569.00
MVTL Laboratories Inc 1309575		06/11/2025	Lab Tests	602-49435-3312	163.20
Worldwide Express 2506024232		06/11/2025	Shipping Charges	602-49435-3325	51.71

**Department 49435 - Sewage Disposal Total: 14,738.45**

**Department: 49611 - General Administration**

Delta Dental of Minnesota January 2025		01/17/2025	Employee Health Insurance	602-49611-1131	-5.53
Missouri River Energy Ser SM00000009956		05/29/2025	LEAD Course - Aric Uithoven	602-49611-3331	1,800.00
Customer Contact Services 9523757-060125		06/01/2025	After Hours Answering Service	602-49611-3372	10.52
Schneider Geospatial LLC I007262		06/01/2025	Staff Augmentation 3rd Qtr 2...	602-49611-3312	3,737.00
Schneider Geospatial LLC I007272		06/01/2025	Beacon Hosting 3rd Qtr 2025	602-49611-3312	594.00

**Department 49611 - General Administration Total: 6,135.99**

**Fund 602 - SEWAGE Total: 20,895.55**

**Fund: 603 - REFUSE**

Madison National Life Ins Co INV0002807		06/06/2025	Long-Term Disability Insurance	603-21231	20.52
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**20.52**

**Department: 49418 - Refuse and Recycling**

Delta Dental of Minnesota January 2025		01/17/2025	Employee Health Insurance	603-49418-1131	-11.57
Toter, Inc. 20ARCN000025994		04/04/2025	Returned 64 Gal Lids X 35	603-49418-2261	-608.65
Rock County Transfer Station 11429 May 2025		05/31/2025	Tipping Fees	603-49418-3391	12,458.75
Rock County Transfer Station 11429 May 2025		05/31/2025	Solid Waste	603-49418-3391	169.75
Rock County Transfer Station 11429 May 2025		05/31/2025	Demo/Construction	603-49418-3391	18.50
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6352	603-49418-2212	1,483.50

**Department 49418 - Refuse and Recycling Total: 13,510.28**

**Fund 603 - REFUSE Total: 13,530.80**

**Fund: 604 - ELECTRIC**

Madison National Life Ins Co INV0002807		06/06/2025	Long-Term Disability Insurance	604-21231	35.20
Luverne Area Community Fou... May 2025		06/09/2025	May Donations	604-21618	98.43

**133.63**

**Department: 49417 - Electric Production**

Dakota Supply Group Inc S104598387.002		04/04/2025	Led Lights-Power Plant	604-49417-2223	256.00
Luverne Ace Hardware 194046		05/09/2025	Cable Ties	604-49417-2261	47.97
Mid-American Research Chem...0850300-IN		05/30/2025	Weed Killer	604-49417-2225	243.93

**Department 49417 - Electric Production Total: 547.90**

**Department: 49452 - Electric Distribution**

Henning Construction Inc 8360		05/27/2025	Install Driveway-South Sub	604-49452-2221	2,800.00
C & B Operations - Luverne 13258959		05/28/2025	#182 Lamp	604-49452-2221	96.54
Henning Construction Inc 8336		05/28/2025	Crushed Concrete-South Sub	604-49452-2221	1,520.00
Stuart C Irby CO S014232566.001		05/28/2025	Glove/Sleeve Testing	604-49452-2245	568.74
Matheson Tri-Gas Inc 52512800		05/31/2025	Rental Invoice	604-49452-3403	187.25
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6467	604-49452-2212	117.13
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6458	604-49452-2212	70.64
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6493	604-49452-2212	203.33
CHS Eastern Farmers Cooperat.. May 2025		05/31/2025	6469	604-49452-2212	107.94

**Department 49452 - Electric Distribution Total: 5,671.57**

**Department: 49557 - Street Light Expense**

Dakota Supply Group Inc S104752024.002		06/04/2025	Lights - 24 Hour Parking Lot	604-49557-2227	1,771.71
Dakota Supply Group Inc S104675568.004		06/05/2025	Lights - Redbird Field	604-49557-2227	5,353.53

**Department 49557 - Street Light Expense Total: 7,125.24**

**Outstanding Invoices Report**

**Payable Dates: 1/1/2024 - 6/18/2025**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
<b>Department: 49609 - Luverne Outlook</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	604-49609-1131	-0.84
<b>Department 49609 - Luverne Outlook Total:</b>					<b>-0.84</b>
<b>Department: 49610 - Energy Conservation</b>					
Ketterling, Mike	20250402	04/02/2025	Washer Rebate	604-49610-3481	25.00
Haraldson, Tim	20250509	05/09/2025	Summer AC Tune Up Rebate	604-49610-3481	40.00
Resco	3074801	05/28/2025	Credit on Rheem Warranty W...	604-49610-2230	-1,911.25
Schomacker Office Cleaning L...	6299	05/28/2025	HRA Refrigerators	604-49610-3469	1,884.00
<b>Department 49610 - Energy Conservation Total:</b>					<b>37.75</b>
<b>Department: 49611 - General Administration</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	604-49611-1131	-11.82
Missouri River Energy Ser	SM00000009976	05/30/2025	May 2025 Meter Count/AMI ...	604-49611-3312	882.20
Alpha Media LLC	CC-KLQ-1250547050	05/31/2025	Annual Contract KLQL	604-49611-3349	910.00
Alpha Media LLC	CC-KLQ-1250547052	05/31/2025	Bright Energy Solutions	604-49611-3349	140.00
Alpha Media LLC	CC-KQA-1250517410	05/31/2025	Bright Energy Solutions	604-49611-3349	125.00
Alpha Media LLC	CC-KQA-1250517419	05/31/2025	Annual Contract KQAD	604-49611-3349	542.00
Customer Contact Services	9523757-060125	06/01/2025	After Hours Answering Service	604-49611-3372	10.53
Schneider Geospatial LLC	I007262	06/01/2025	Staff Augmentation 3rd Qtr 2...	604-49611-3312	3,737.00
Schneider Geospatial LLC	I007272	06/01/2025	Beacon Hosting 3rd Qtr 2025	604-49611-3312	594.00
Minn Dept of Commerce	1000053403	06/02/2025	1st Qtr 2026 Ind Assessments	604-49611-3497	1,462.49
Gordon Flesch Company Inc	IN15191554	06/06/2025	Contract INV DX 6855i Base	604-49611-3403	61.00
Gordon Flesch Company Inc	IN15196280	06/10/2025	DX C3926i - City Office Back Ha..	604-49611-3403	72.39
<b>Department 49611 - General Administration Total:</b>					<b>8,524.79</b>
<b>Fund 604 - ELECTRIC Total:</b>					<b>22,040.04</b>
<b>Fund: 606 - STORM SEWER</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	606-21231	0.93
					<b>0.93</b>
<b>Department: 49592 - General Structures Mainte</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	606-49592-1131	-0.42
<b>Department 49592 - General Structures Mainte Total:</b>					<b>-0.42</b>
<b>Fund 606 - STORM SEWER Total:</b>					<b>0.51</b>
<b>Fund: 609 - LIQUOR</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	609-21231	12.98
					<b>12.98</b>
<b>Department: 49710 - Merchandise Purchases</b>					
Sunshine Foods BML	2045	05/02/2025	Soda/Juice	609-49710-2251	183.19
Sunshine Foods BML	3774	05/09/2025	Soda/Juice	609-49710-2251	164.96
Sunshine Foods BML	3249	05/16/2025	Soda/Juice/Water	609-49710-2251	205.16
Sunshine Foods BML	3251	05/16/2025	Credit Soda	609-49710-2251	-3.38
Sunshine Foods BML	0572	05/23/2025	Soda/Juice	609-49710-2251	145.37
Sunshine Foods BML	0574	05/23/2025	Soda	609-49710-2251	42.47
Sunshine Foods BML	6760	05/30/2025	Soda/Juice	609-49710-2251	156.66
<b>Department 49710 - Merchandise Purchases Total:</b>					<b>894.43</b>
<b>Department: 49720 - Liquor Expenses</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	609-49720-1131	-16.77
Sunshine Foods BML	3775	05/09/2025	Water	609-49720-2261	3.50
Sunshine Foods BML	3250	05/16/2025	Water	609-49720-2261	5.96
Luverne Ace Hardware	194190	05/19/2025	Magic Tape/Kleenex/Trash Ba...	609-49720-2211	47.73
McClure Plumbing & Heating I...	25758	05/27/2025	Worked on AC Unit	609-49720-2223	200.89
Sunshine Foods BML	6761	05/30/2025	Water	609-49720-2261	3.50
Staples Contract & Commercia...	6033759097	06/01/2025	Post-It Notes,Note Pads,Stapl...	609-49720-2209	221.68
Staples Contract & Commercia...	60337590999	06/01/2025	Note Pads	609-49720-2209	11.25
<b>Department 49720 - Liquor Expenses Total:</b>					<b>477.74</b>
<b>Fund 609 - LIQUOR Total:</b>					<b>1,385.15</b>

**Outstanding Invoices Report**

**Payable Dates: 1/1/2024 - 6/18/2025**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
<b>Fund: 650 - EDA GENERAL OPERATIONS</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	650-21231	15.27
					<b>15.27</b>
<b>Department: 46515 - Economic Development</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	650-46515-1131	-8.38
SouthWest Excavating LLC	1157	06/03/2025	Landfill/Remove Concrete-30...	650-46515-3486	750.00
SouthWest Excavating LLC	1158	06/03/2025	Excavator-Remove Concrete	650-46515-3486	1,500.00
					<b>Department 46515 - Economic Development Total: 2,241.62</b>
					<b>Fund 650 - EDA GENERAL OPERATIONS Total: 2,256.89</b>
<b>Fund: 701 - CENTRAL GARAGE</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	701-21231	2.78
					<b>2.78</b>
<b>Department: 49810 - Central Garage Operations</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	701-49810-1131	-9.64
Luverne Building Center Inc	256877	05/09/2025	Turbine Vents	701-49810-2223	294.30
Snap-On Tools - Taylor Martin	052725100534	05/27/2025	Adaptors	701-49810-2241	138.75
CHS Eastern Farmers Cooperat..	May 2025	05/31/2025	7182	701-49810-2212	135.81
Mark's Plumbing & Heating	20250610	06/10/2025	Serviced Mini Split	701-49810-2223	310.00
					<b>Department 49810 - Central Garage Operations Total: 869.22</b>
					<b>Fund 701 - CENTRAL GARAGE Total: 872.00</b>
<b>Fund: 702 - CENTRAL STORE</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	702-21231	6.29
					<b>6.29</b>
<b>Department: 49820 - Central Store Operations</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	702-49820-1131	-4.19
					<b>Department 49820 - Central Store Operations Total: -4.19</b>
					<b>Fund 702 - CENTRAL STORE Total: 2.10</b>
<b>Fund: 704 - PROP/CASUALTY INSURANCE</b>					
<b>Department: 49910 - Operating Transfers Out</b>					
League of Minn Cities Ins Trust	20250604	06/04/2025	Property/Casualty Coverage P...	704-49910-3365	105,696.00
					<b>Department 49910 - Operating Transfers Out Total: 105,696.00</b>
					<b>Fund 704 - PROP/CASUALTY INSURANCE Total: 105,696.00</b>
<b>Fund: 705 - DATA PROCESSING</b>					
Madison National Life Ins Co	INV0002807	06/06/2025	Long-Term Disability Insurance	705-21231	34.48
					<b>34.48</b>
<b>Department: 41920 - Data Processing</b>					
Delta Dental of Minnesota	January 2025	01/17/2025	Employee Health Insurance	705-41920-1131	-2.51
Plan It Software LLC	PLAN-2088	05/05/2025	CIP Software Subscriptions	705-41920-3309	3,000.00
High Point Networks	272421	05/29/2025	HP Thunderbolt Dock	705-41920-3309	464.69
Abdo	507688	05/31/2025	Certified Audit Services Yr End...	705-41920-3301	3,390.00
Tyler Technologies Inc	025-513718	06/01/2025	Incode Smart Meter- Annual F...	705-41920-3403	15,745.00
Staples Contract & Commercia...	6033759096	06/01/2025	Curved Desktop Copy Holder	705-41920-2209	10.82
Staples Contract & Commercia...	6033759098	06/01/2025	Return Curved Desktop Copy ...	705-41920-2209	-10.82
Thomson Reuters	18647822	06/02/2025	PPC Incode Smart Meter- Ann...	705-41920-3491	523.85
Convergent Technologies LLC	IN00348709	06/03/2025	5 Yr Software Support Agree...	705-41920-3309	6,763.71
High Point Networks	272846	06/06/2025	Office 365 X 57	705-41920-3309	708.80
High Point Networks	272846	06/06/2025	Smart Email	705-41920-3403	441.01
High Point Networks	272846	06/06/2025	Smart Firewall	705-41920-3403	3,640.00
High Point Networks	272846	06/06/2025	Smart Disaster Recovery-Back...	705-41920-3403	2,207.28
Amazon Capital Services	1QC1-C46V-MDLK	06/09/2025	Scissors,Pencil Lead,Stapler,Sc...	705-41920-2209	40.95
Computer Clinic	33116	06/09/2025	Toner - Candy's Printer	705-41920-2261	80.99
OPG-3 Inc	8923	06/10/2025	Laserfiche License/Install	705-41920-3403	1,031.44
					<b>Department 41920 - Data Processing Total: 38,035.21</b>
					<b>Fund 705 - DATA PROCESSING Total: 38,069.69</b>
					<b>Grand Total: 280,458.57</b>

Staff Report

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**File #:** 2025-214

**Agenda Date:** 6/17/2025

**Agenda #:** H.2.

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Motion to approve petty cash reconciliation as of May 31, 2025.

## PETTY CASH RECONCILIATION

As of May 31, 2025

PETTY CASH BALANCE		\$ 130.80
Receipts:		
4/30/2025    Check 164682	To replenish petty cash	19.20
		19.20
Disbursements:		
		-
PETTY CASH BALANCE		\$ 150.00

### Money Count

Currency:				
	20	3	60.00	
	10	6	60.00	
	5	2	10.00	
	1	18	18.00	
Coin:				
	0.25	5	1.25	
	0.10	4	0.40	
	0.05	6	0.30	
	0.01	5	0.05	
			\$ 150.00	
			\$ 150.00	

Staff Report

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**File #:** 11-25

**Agenda Date:** 6/17/2025

**Agenda #:** J.1.

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PROPOSED RESOLUTION  
RESOLUTION APPOINTING A DELEGATE AND ALTERNATE TO REPRESENT THE CITY OF  
LUVERNE AT THE LEWIS & CLARK REGIONAL WATER SYSTEM, INC. ANNUAL MEMBERSHIP  
MEETING

This proposed resolution ensures the City of Luverne will be represented at the Lewis & Clark Regional Water System Annual Membership Meeting on June 26, 2025. Patrick T. Baustian has been appointed as the delegate, with Jill Wolf and Kevin Aaker named as alternates to ensure the City's interests are represented at this important regional event.

City Administrator Recommendation: City Council Approve Proposed Resolution No. 11-25.

PROPOSED RESOLUTION NO. 11-25

A RESOLUTION APPOINTING A DELEGATE AND ALTERNATE TO REPRESENT THE CITY OF LUVERNE AT THE LEWIS & CLARK REGIONAL WATER SYSTEM, INC. ANNUAL MEMBERSHIP MEETING

WHEREAS, the City of Luverne is a member of the Lewis & Clark Regional Water System, Inc.; and

WHEREAS, the Board of Directors of the Lewis & Clark Regional Water System, Inc. have set Thursday, June 26, 2025, for its Annual Membership Meeting; and

WHEREAS, as a member of the Lewis & Clark Regional Water System, Inc. the City is entitled to have a delegate and alternate represent the City of Luverne at its Annual Membership Meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUVERNE, MINNESOTA, that Patrick T. Baustian be named as the delegate and Jill Wolf and Kevin Aaker alternates to represent the City of Luverne at the Lewis & Clark Regional Water System, Inc. Board of Directors Annual Membership Meeting.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LUVERNE, MINNESOTA, this 17<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
Patrick T. Baustian, Mayor

ATTEST: \_\_\_\_\_  
Jill Wolf, City Administrator

Staff Report

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**File #: 50**

**Agenda Date: 6/17/2025**

**Agenda #: J.2.**

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Proposed Ordinance, Fourth Series

AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE

(712 WEST LAWN PARK AVE, CITY OF LUVERNE, ROCK COUNTY, MINNESOTA)

The City has received a \$5,000 offer to purchase the vacant lot at 712 W Lawn Park for the construction of a new home. A development agreement has been negotiated and signed by the buyer, requiring the home to be built within one year. As this sale is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 50, Fourth Series.

PROPOSED ORDINANCE NO. 50, FOURTH SERIES

AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE  
(712 WEST LAWN PARK AVE, CITY OF LUVERNE, ROCK COUNTY, MINNESOTA)

THE CITY OF LUVERNE DOES HEREBY ORDAIN:

SECTION 1. Pursuant to City Charter, Section 12.05, the City Council is authorized to sell or convey the following described real estate located in the City of Luverne, County of Rock, State of Minnesota, described as follows, to-wit:

Legally described as follows:

The East Sixty-seven (E.67) feet of Lot One (1) in Block Four (4) in Kniss Park Addition to the City of Luverne, Minnesota.

To Francis Ladd

SEC. 2. The Mayor and City Administrator are hereby authorized and directed to execute such legal documents as are necessary to accomplish this sale and are further authorized to execute and deliver a warranty deed upon complete fulfillment of all terms and conditions.

SEC. 3. This ordinance takes full force and effect seven (7) days after its publication.

\_\_\_\_\_  
Caroline Thorson, Acting Mayor

ATTEST: \_\_\_\_\_  
Jill Wolf, City Administrator

Posted on Website: May 30, 2025

Introduced: June 17, 2025

Adopted:

Published:

Effective:

Staff Report

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**File #:** 51

**Agenda Date:** 6/17/2025

**Agenda #:** J.3.

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Proposed Ordinance, Fourth Series

AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE

(LOT 1, BLOCK 1, MAYES ADDITION, CITY OF LUVERNE, ROCK COUNTY, MINNESOTA)

This proposed ordinance transfers the Marty Mayes Addition in the industrial park from the City to the Economic Development Authority (EDA). The EDA takes on the role of developer for this property because it has the authority and expertise to manage redevelopment projects, market the site, and facilitate new investment in the community. Approval of this transfer will support the EDA's efforts to attract and guide appropriate development on the site. As this sale is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 51, Fourth Series.

PROPOSED ORDINANCE NO. 51, FOURTH SERIES

AN ORDINANCE AUTHORIZING CONVEYANCE OF REAL ESTATE  
(LOT 1, BLOCK 1, MAYES ADDITION, CITY OF LUVERNE, ROCK COUNTY,  
MINNESOTA)

THE CITY OF LUVERNE DOES HEREBY ORDAIN:

SECTION 1. Pursuant to City Charter, Section 12.05, the City Council is authorized to sell or convey the following described real estate located in the City of Luverne, County of Rock, State of Minnesota, described as follows, to-wit:

Legally described as follows:

Lot 1, Block 1, Mayes Addition to the City of Luverne, Rock County, Minnesota.

To Luverne Economic Development Authority

SEC. 2. The Mayor and City Administrator are hereby authorized and directed to execute such legal documents as are necessary to accomplish this sale and are further authorized to execute and deliver a warranty deed upon complete fulfillment of all terms and conditions.

SEC. 3. This ordinance takes full force and effect seven (7) days after its publication.

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Caroline Thorson, Acting Mayor

ATTEST: 

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Jill Wolf, City Administrator

Posted on Website: June 5, 2025

Introduced: June 17, 2025

Adopted:

Published:

Effective:

## Staff Report

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**File #:** 12-25

**Agenda Date:** 6/17/2025

**Agenda #:** J.4.

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### PROPOSED RESOLUTION

RESOLUTION ALLOWING THE WAIVER OF CHAPTER 152 SUBDIVISION REQUIREMENTS AND RECORDING OF MAYES FOURTH ADDITION (City of Luverne to Luverne Economic Development Authority)

This proposed resolution waives the subdivision requirements of Chapter 152 of the City Code for the platting of Mayes Fourth Addition. Staff and the City Engineer have collaborated to plat a 6-acre area north of the waterway in the industrial park, creating four lots for sale and development by the Luverne Economic Development Authority (EDA). Requiring full compliance with subdivision procedures, such as public hearings and additional meetings, would impose unnecessary hardship and delay on the project without providing any corresponding public benefit. This waiver will allow the Luverne EDA to move forward efficiently with lot sales and development to support local economic growth.

City Administrator Recommendation: City Council Adopt Proposed Resolution No. 12-25.

**PROPOSED RESOLUTION NO. 12-25**

**A RESOLUTION ALLOWING THE WAIVER OF CHAPTER 152 SUBDIVISION  
REQUIREMENTS AND RECORDING OF UNITS  
(City of Luverne to Luverne Economic Development Authority)**

**WHEREAS**, The City Council has received a Request for Waiver from the Provisions of Luverne City Code Chapter 152, as amended from time to time, from the owner of the following described tract of real estate, to-wit:

**Mayes Fourth Addition to the City of Luverne, Rock County, Minnesota**

**WHEREAS**, The Council finds that the area is substantially developed and that the proposed division would not negatively impact upon future planning needs, including streets, utilities, access and public improvements as all such items are in place and have been fully and adequately addressed; and,

**WHEREAS**, Allowing the subdivision will not create a parcel or leave a remainder parcel that is less than the minimum required in the Luverne City Code Chapter 153, as amended from time to time, nor are any of the parcels created shall be in any such shape so as to be undesirable and lacking of regular shape, terrain or otherwise;

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of Luverne, Minnesota as follows:

1. That the City does hereby find in accordance with the provisions of Luverne City Code Section 152.04, Subd. C(1), as amended from time to time, that the requested subdivision, as set forth herein would create an unnecessary hardship on the property owners and would not promote any of the interest of the City as set forth under Luverne City Code Chapter 152, as amended from time to time.



# MAYES FOURTH ADDITION CITY OF LUVERNE ROCK COUNTY, MINNESOTA

**REVIEW DRAFT**  
**6-04-25**

KNOW ALL MEN BY THESE PRESENTS: That the Luverne Economic Development Authority, owners of the following described property:

That part of Lot 1 of Block 1 of Mayes Addition to the City of Luverne, Rock County, Minnesota, described as follows:

Beginning at the Northeast Corner of said Lot 1; thence South 01°04'31" West on the east line of said Lot 1 for a distance of 76.19 feet to the beginning of a tangent curve, concave Northeast, having a radius of 240.00 feet; thence Southeastly on said east line and on the arc of said curve to the left for an arc distance of 234.14 feet (said curve subtended by a chord which bears South 26°52'24" East with a chord distance of 224.97 feet) to an angle point of said Lot 1; thence South 35°10'40" West on the perimeter of said Lot 1 for a distance of 69.60 feet to an angle point of said Lot 1 and to the Northwest Corner of Lot 4 of said Block 1; thence North 39°13'58" West on the northwesterly extension of the Southwest line of said Lot 4 for a distance of 42.68 feet to a point 300 feet southerly (measured perpendicularly) of the north line of said Lot 1; thence North 88°55'28" West parallel with said north line for a distance of 888.81 feet; thence North 01°04'32" East perpendicular with said north line for a distance of 300.00 feet to said north line; thence South 88°55'28" East on said north line for a distance of 850.00 feet to the Point of Beginning, containing 6.07 acres.

Have caused the same to be surveyed and platted as the MAYES FOURTH ADDITION, and do hereby dedicate to the public for public use the utility easements as created by this plat.

In witness whereof, said Luverne Economic Development Authority, have caused these presents to be signed by its proper officers this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_ Patrick T. Baustian, President By \_\_\_\_\_ Jill Wolf, Secretary

ACKNOWLEDGEMENT:  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_  
by Patrick T. Baustian, President, and Jill Wolf, Secretary, on behalf of the Luverne Economic Development Authority.

Signature \_\_\_\_\_  
Title (or Rank) \_\_\_\_\_  
My commission expires \_\_\_\_\_



CITY COUNCIL, CITY OF LUVERNE  
This plat of MAYES FOURTH ADDITION was approved and accepted by the City Council of Luverne, Minnesota at a regular meeting thereof held this \_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Luverne, Minnesota  
By \_\_\_\_\_ Patrick T. Baustian, Mayor By \_\_\_\_\_ Jill Wolf, City Administrator

COUNTY AUDITOR/TREASURER, ROCK COUNTY, MINNESOTA  
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20\_\_ on the land hereinbefore described have been paid. Also, pursuant to Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Auditor/Treasurer By \_\_\_\_\_, Deputy

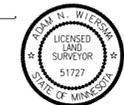
ROCK COUNTY LAND RECORDS OFFICE, MINNESOTA  
I hereby certify that this plat of MAYES FOURTH ADDITION was filed in the office of the County Recorder for public record on this \_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_ o'clock \_\_\_M. and was duly filed as Document Number \_\_\_\_\_.

\_\_\_\_\_, Director Land Records Office By \_\_\_\_\_, Deputy

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT  
I, Adam N. Wiersma, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year as indicated on this plat; that all water boundaries and wet lands as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

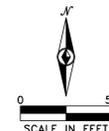
Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Adam N. Wiersma, Licensed Land Surveyor  
Minnesota License No. 51727



ACKNOWLEDGEMENT:  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by Adam N. Wiersma.

Signature \_\_\_\_\_  
Title (or Rank) \_\_\_\_\_  
My commission expires \_\_\_\_\_



BASIS OF BEARINGS:  
NAD 1983 (2011) EPOCH 2010.00  
US STATE PLANE, MINNESOTA SOUTH ZONE  
US SURVEY FOOT

LEGEND  
● SET 1/2" X 24" REBAR WITH RED SURVEYOR'S I.D. CAP NO. 51727  
○ FOUND 1/2" DIA. REBAR WITH RED SURVEYOR'S I.D. CAP NO. 51727

Staff Report

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**File #: 52**

**Agenda Date: 6/17/2025**

**Agenda #: J.5.**

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Proposed Ordinance, Fourth Series

AN ORDINANCE AMENDING CITY CODE CHAPTER 118. CANNABIS BUSINESS REGULATIONS, SECTION 118.09, SUBD (A)

This ordinance amendment clarifies the City's role in cannabis retail registration in accordance with the new state law (Minnesota Statutes, Chapter 342.22). Under this law, local governments shall issue a local retail registration to applicants who have received a license or preliminary license approval from the Office of Cannabis Management, even before full state licensure is granted. This update requires the City to process and approve local retail registrations earlier in the state licensing process, providing greater clarity and efficiency for applicants. The ordinance aligns local procedures with the requirements and intent of the new state law, supporting a streamlined and transparent approach to cannabis business regulation. As this amendment is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 52, Fourth Series.

**PROPOSED ORDINANCE NO. 52, FOURTH SERIES**

**AN ORDINANCE AMENDING CITY CODE CHAPTER 118. CANNABIS BUSINESS REGULATIONS, SECTION 118.09, SUBD (A)**

THE CITY OF LUVERNE DOES HEREBY ORDAIN:

Section 1. That **Section 118.09. Application Submittal** is hereby amended as follows:

**118.09 Application Submittal.**

\*\*\*

- (A) The applicant shall include with the application form:
- (1) the registration fee as required in Section 118.08; and
  - (2) a copy of a valid state license or preliminary license approval issued by the Office of Cannabis Management; and

\*\*\*

SEC. 2. This ordinance takes full force and effect seven (7) days after its publication.

\_\_\_\_\_  
Caroline Thorson, Acting Mayor

ATTEST: \_\_\_\_\_  
Jill Wolf, City Administrator

Posted on Website: June 5, 2025

Introduced: June 17, 2025

Adopted:

Published:

Effective:

Staff Report

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**File #: 53**

**Agenda Date: 6/17/2025**

**Agenda #: J.6.**

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Proposed Ordinance, Fourth Series

AN ORDINANCE AMENDING CITY CODE CHAPTER 91. HEALTH AND SANITATION;  
NUISANCES, REPEALING AND REPLACING SECTION 91.02 OPEN BURNING WITH NEW  
REGULATIONS FOR RECREATIONAL FIRES

Due to ongoing complaints about residents burning large piles of branches, staff recommends repealing the current open burning ordinance and adopting a new ordinance that aligns with Minnesota State Fire Marshal guidelines. The proposed ordinance restricts outdoor burning to small recreational fires with clear limitations on size, location, and materials, requiring fires to be no larger than three feet in diameter and two feet in height, set at least 25 feet from buildings, and attended by an adult at all times. Only clean, dry, natural wood may be burned, and fires must be extinguished if they pose a safety risk or when directed by authorities. This update will help address nuisance complaints, improve public safety, and ensure local regulations are consistent with state standards. As this amendment is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 53, Fourth Series.

**PROPOSED ORDINANCE NO. 53, FOURTH SERIES**

**AN ORDINANCE AMENDING CITY CODE CHAPTER 91. HEALTH AND SANITATION;  
NUISANCES, REPEALING AND REPLACING SECTION 91.02 OPEN BURNING WITH NEW  
REGULATIONS FOR RECREATIONAL FIRES**

**THE CITY OF LUVERNE DOES HEREBY ORDAIN:**

SECTION 1. That Chapter 91. Health and Sanitation Nuisances of the Luverne City Code is hereby amended by repealing and replacing Section 91.02 Open Burning with new regulations for Recreational Fires as follows:

**§ 91.02 RECREATIONAL FIRES**

**(A) Definitions**

- (1) **RECREATIONAL FIRE.** An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height for pleasure, religious ceremony, cooking, warmth or similar purposes.
- (2) **PORTABLE OUTDOOR FIREPLACE.** A portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

**(B) Restrictions and Prohibitions**

- (1) Recreational fires must be at least 25 feet from all buildings or combustible materials and no closer than 10 feet from an adjacent property line.
- (2) Recreational fires must be contained within a noncombustible and nonsmoke producing border that is no more than a three-foot diameter circle or three-foot (3' X 3') square, measured from the inside of the fire ring or border.
- (3) Portable outdoor fireplaces shall be used in accordance with the manufacturer's instruction and shall not be operated within 15 feet of a structure or combustible materials.
- (4) The fire must be constantly attended to and supervised by an adult until the fire has been completely extinguished.
- (5) A connected garden hose, fire extinguisher or other means to immediately extinguish the fire must be readily available.
- (6) Only clean, dry, natural wood can be burned. Treated or painted wood, plastic, rubber, leaves and grass are not allowed to be burned.

- (7) Fires shall produce very little detectable smoke, odor or soot beyond the property line.
- (8) The fire must be extinguished immediately if they pose a fire safety risk, if they are not in compliance with the above or when directed to do so by the fire code official or law enforcement officer(s) having jurisdiction.

(C) Penalty

- a. A violation of this section shall be a petty misdemeanor and is punishable in accordance with Section 10.99 of Chapter 10 of this Code, including, but not limited to a fine in the amount set forth in the City's fee schedule.

SEC. 2. This ordinance takes full force and effect seven (7) days after its publication.

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Caroline Thorson, Acting Mayor

ATTEST: \_\_\_\_\_

Jill Wolf, City Administrator

Posted on Website: October 31, 2024

Introduced: June 17, 2025

Adopted:

Published:

Effective:

Staff Report

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**File #: 54**

**Agenda Date: 6/17/2025**

**Agenda #: J.7.**

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Proposed Ordinance, Fourth Series

AN ORDINANCE AMENDING CITY CODE CHAPTER 91. HEALTH AND SANITATION; NUISANCES BY ADDING SECTION 91.05 GARAGE OR RUMMAGE SALE

This proposed ordinance amends City Code Chapter 91 to add Section 91.05, regulating garage and rummage sales. The ordinance limits sales to personal property, restricts sales to three per year per property, and sets a maximum duration of four consecutive days per sale. Signage is limited and must be promptly removed after the sale. Exceptions apply for court-ordered sales, auctions, and sales of farm or garden products. This ordinance aims to prevent nuisance, address nuisance complaints, and maintain neighborhood character. As this amendment is governed by ordinance, a roll call vote is required for approval.

City Administrator Recommendation: City Council Introduce and Adopt Proposed Ordinance No. 54, Fourth Series.

**PROPOSED ORDINANCE NO. 54, FOURTH SERIES**

**AN ORDINANCE AMENDING CITY CODE CHAPTER 91. HEALTH AND SANITATION;  
NUISANCES BY ADDING SECTION 91.05 GARAGE OR RUMMAGE SALE**

**THE CITY OF LUVERNE DOES HEREBY ORDAIN:**

SECTION 1. That Chapter 91. Health and Sanitation Nuisances of the Luverne City Code is hereby amended by adding Section 91.05 Garage or Rummage Sale

**§ 91.05 GARAGE OR RUMMAGE SALE**

(A) Definition

GARAGE OR RUMMAGE SALE. Any display and sale of personal property, conducted on the premises of the owner/occupant and which garage or rummage sales does not require a business license or make taxable sales, lease, or services.

(B) Restrictions and Prohibitions

- (1) None of the items offered for sale shall have been obtained for resale or received on consignment for sale.
- (2) Any garage or rummage sales shall be conducted solely within the boundaries of the property owned or occupied by the occupant who is conducting the sale.
- (3) There shall be no more than three garage or rummage sales conducted at any one premises during any period of 12 calendar months.
- (4) No garage or rummage sale shall be conducted more than 4 consecutive days.
- (5) There shall be no more than two consecutive sales with a 45-day separation between all others. (Example: A garage or rummage sale may be held for two consecutive weekends but would then need a 45-day separation period for the third sale during any 12-month period.)
- (6) Three off-site signs and one on-site sign are allowed during the sale but must be removed immediately upon termination of the sale. Signs may be up to 5 square feet, with a maximum height of 3 feet.

(C) Exceptions

- (1) This chapter shall not apply to any sale under court order, nor to any bona fide auction sale, nor to a sale of farm or garden products by the person producing the same.

(D) Penalty

- a. A violation of this section shall be a petty misdemeanor and is punishable in accordance with Section 10.99 of Chapter 10 of this Code, including, but not limited to a fine in the amount set forth in the City's fee schedule.

SEC. 2. This ordinance takes full force and effect seven (7) days after its publication.

---

Caroline Thorson, Acting Mayor

ATTEST: \_\_\_\_\_

Jill Wolf, City Administrator

Posted on Website: October 31, 2024

Introduced: June 17, 2025

Adopted:

Published:

Effective:

## Staff Report

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**File #:** 2025-204

**Agenda Date:** 6/17/2025

**Agenda #:** K.1.

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Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 206 West Main Street (20-1649-000), in D-Downtown District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 206 West Main, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, and compliance with all state and local regulations. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 206 West Main Street (20-1649-000), in D-Downtown District, City of Luverne, Minnesota.



**Conditional Use Permit**

**Permit #:** CUP-2025-1

**Date Paid:** 04/24/2025 17:17 PM

<b>Applicant &amp; Property Information</b>		
<b>Applicant Name:</b> Terry Gray	<b>Parcel #:</b> 20-1649-000	
<b>Phone number:</b>	<b>Site Address:</b> 206 MAIN ST W, LUVERNE, MN 56156-1844	
<b>Zoning District:</b> Downtown (D)	<b>Mailing Address:</b> _____, Sioux Falls, SD 57103	
<b>Conditional Use Information</b>		
Conditional Use Requested, to allow: Conditional Use Permit for Cannabis Retail establishment		
Conditional Use Findings and Orders:		
<ol style="list-style-type: none"> <li>1. Provide off-street parking in accordance with City Code Sec 153.116 and provide screening as necessary to prevent nuisance conditions associated with illumination from automobile headlights.</li> <li>2. Provide odor control so as to not cause a nuisance to the enjoyment of neighboring property owners.</li> <li>3. Maintain exterior property in clean and tidy condition.</li> <li>4. Obtain State of Minnesota license for proposed business type.</li> <li>5. Follow all State and local rules and regulations.</li> </ol>		
<b>Other Information</b>		
<b>P&amp;Z Hearing Date:</b> 06/09/2025	<b>P&amp;Z Action Date:</b> 06/09/2025	<b>City Council Action Date:</b>
<b>Building and Zoning Office Signature</b>		
State of Minnesota County of Rock City of Luverne		
This instrument was acknowledged before me on _____ by Building/Zoning Official Chad McClure the City of Luverne, on behalf of said Municipal Corporation.		
_____ Chad McClure, Building/Zoning Official	_____ Notary Public's Signature	
<b>Drafted by:</b>		
Chad McClure, Building/Zoning Official City of Luverne PO Box 659/305 E Luverne St Luverne, MN 56156 507-449-5031		



**Conditional Use Application Review**

**Permit #:** CUP-2025-1

**Date Paid:** 04/24/2025 17:17 PM

**Applicant & Property Information**

**Owner Name:**  
Terry Gray

**Parcel #:** 20-1649-000

**Zoning District:**  
Downtown (D)

**Site Address:** 206 MAIN ST W  
LUVERNE, MN 56156-1844

**Applicant Name:** Terry Gray

**Owner Mailing Address:** [REDACTED]  
Sioux Falls, SD 57103

**Applicant Phone number:**

**Applicant Mailing Address:**

**Conditional Use Details Review**

Citation of Ordinance Section from which the Conditional Use is requested:  
City Code Section 153.210, E

Description of Conditional Use Requested:  
Conditional Use Permit for Cannabis Retail establishment

**Other Questions Review**

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

Will only beautify the area and make for a robust and highly desired neighborhood. Increases property value.

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

No the complete opposite

3. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

See map attached

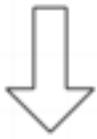
4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

See attached map

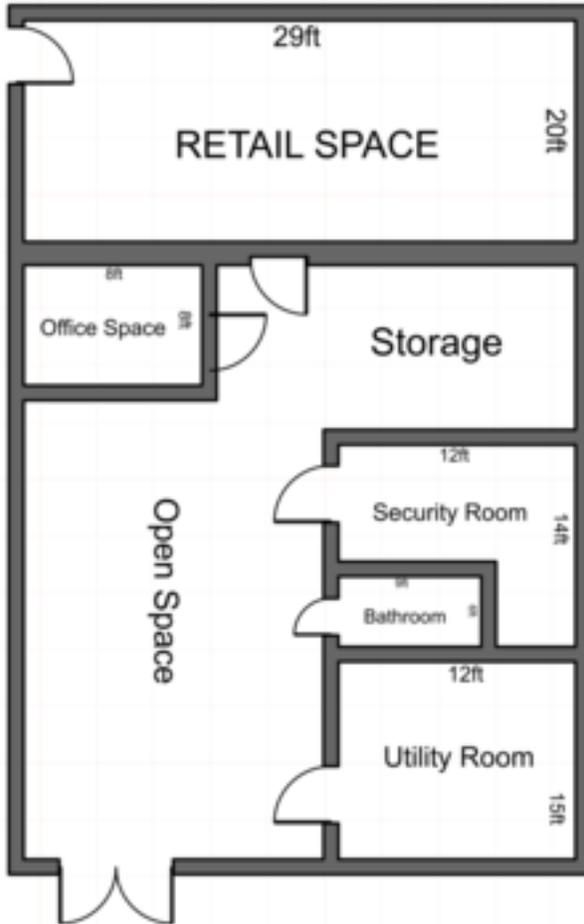
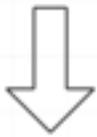
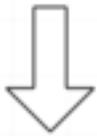
5. Adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in a manner that no disturbance to neighboring properties will result.

Proper ventilation will be provided and proper signage based on MN statute will be in place.

Main St



Driveway Entrance



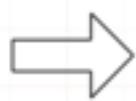
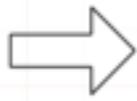
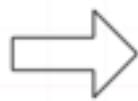
6 Parking Spots



Driveway Exit



4 Parking Spots



Alley

## Staff Report

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**File #:** 2025-206

**Agenda Date:** 6/17/2025

**Agenda #:** K.2.

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Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 218 East Main Street (20-1125-000), in D - Downtown District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends denial of the conditional use permit (CUP) application to operate a cannabis retail establishment at 218 East Main. Under Minnesota law, a city may deny a CUP if the proposed use does not meet the specific standards or conditions established in the city's zoning ordinance. In this case, the applicant's site plan provides only two off-street parking spaces, which does not meet the minimum requirement for retail uses as set forth in the ordinance-specifically, one space per 200 square feet of gross floor area. Because the application fails to satisfy this key standard for adequate off-street parking, the Planning Commission finds that the proposal does not meet all required criteria for a CUP and recommends denial. The city council may deny the CUP on this basis, as Minnesota law allows denial when an application does not comply with the ordinance's established standards.

City Administrator Recommendation: City Council Deny Requested Conditional Use Permit (CUP) application submitted by Terry Gray, to open and operate a Cannabis Retail Establishment, located at 218 East Main Street (20-1125-000), in D - Downtown District, City of Luverne, Minnesota.



**Conditional Use Application Review**

**Permit #:** CUP-2025-2

**Date Paid:** 04/24/2025 17:31 PM

**Applicant & Property Information**

**Owner Name:**  
Terry Gray

**Parcel #:** 20-1125-000

**Zoning District:**  
Downtown (D)

**Site Address:** 218 MAIN ST E  
LUVERNE, MN 56156-1806

**Applicant Name:** Terry Gray

**Owner Mailing Address:** [REDACTED]  
Sioux Falls , SD

**Applicant Phone number:**

**Applicant Mailing Address:**

**Conditional Use Details Review**

Citation of Ordinance Section from which the Conditional Use is requested:  
City Code Section 153.210, E

Description of Conditional Use Requested:  
Conditional Use permit for Cannabis retail establishment.

**Other Questions Review**

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

It will only benefit the neighboring businesses by bringing more traffic to the block

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

No only help the development

3. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

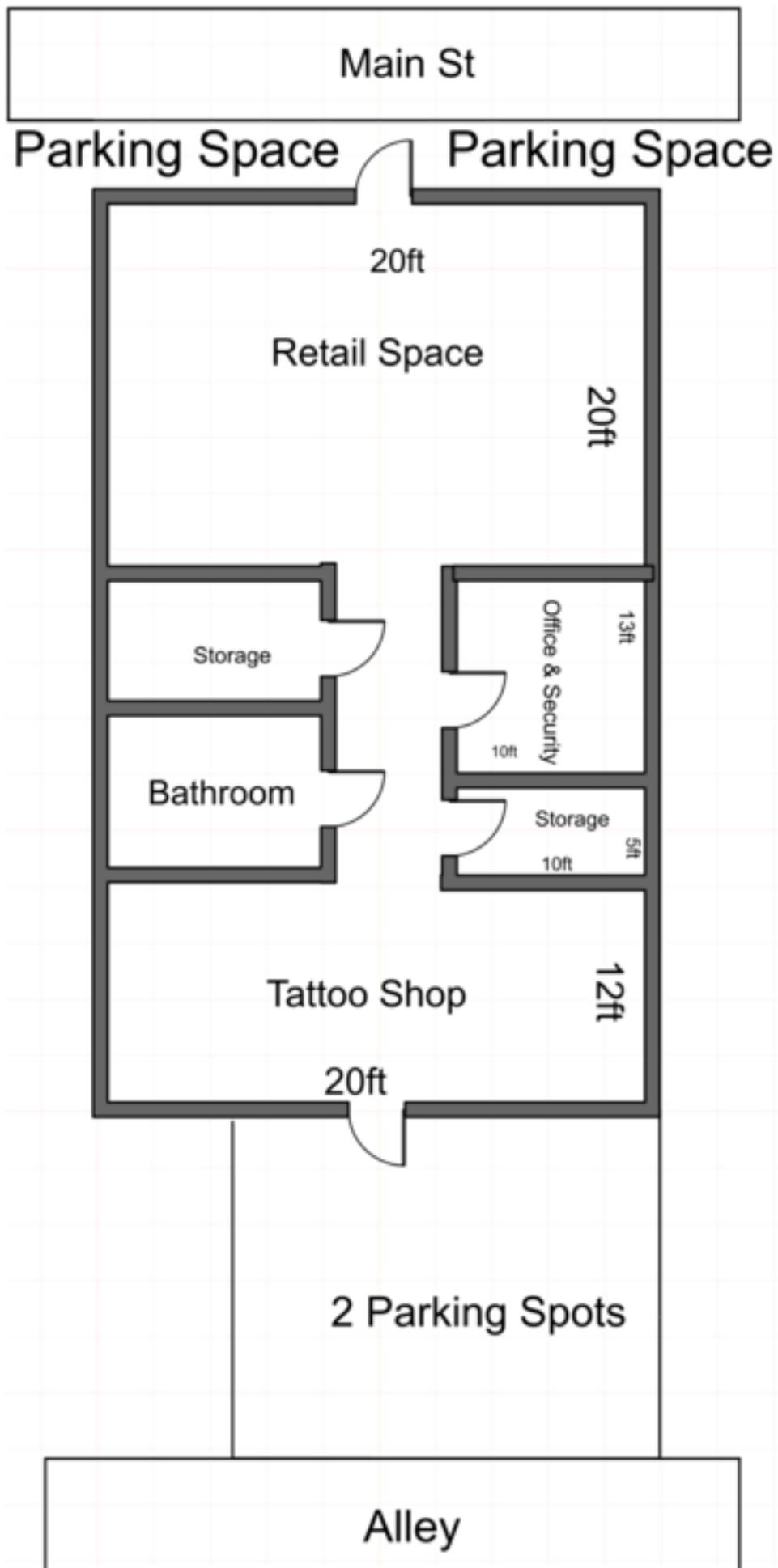
Already provided to the building and see map

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

See attached map

5. Adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in a manner that no disturbance to neighboring properties will result.

We are providing proper ventilation and signage up to code with Minnesota Statute



CITY OF LUVERNE

ROCK COUNTY, MINNESOTA

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IN RE:

Conditional Use Application  
Cannabis Dispensary, 218 E Main Street

**RECOMMENDATION AND  
REPORT OF PLANNING COMMISSION**

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**FINDINGS OF FACT AND ORDERS**

1. Application and Review

The applicant submitted a request for a conditional use permit to operate a cannabis retail establishment at 218 East Main Street. The application included a site plan indicating the provision of two off-street parking spaces for the proposed use.

2. Zoning Ordinance Requirements

The City's zoning ordinance requires that no conditional use be recommended by the planning commission unless adequate measures have been taken to provide sufficient off-street parking and loading areas, in accordance with the specific use proposed.

3. Minimum Parking Standards

Based on the proposed retail use, the zoning ordinance requires a minimum of one space per 200 sq. ft. gross floor area for retail or service use. The applicant's proposal for two off-street parking spaces does not meet this minimum requirement for the proposed use.

4. Inability to Meet CUP Criteria

The application does not satisfy all general and specific standards for a conditional use permit as set out in the city's zoning ordinance, specifically the requirement for adequate off-street parking.

**Recommendation**

Based on the above findings, the Planning Commission recommends denial of the conditional use permit for Terry Gray at 218 E. Main Street because the application does not provide the minimum required number of off-street parking spaces, it therefore does not meet the standards and criteria established in the zoning ordinance for conditional uses.

Staff Report

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**File #:** 2025-209

**Agenda Date:** 6/17/2025

**Agenda #:** K.3.

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Requested Conditional Use Permit (CUP) application submitted by Dylan Stokes, to open and operate a Cannabis Retail and Manufacturing Establishment, located at 1202 South Kniss Avenue (20-1943-000), in H-C - Highway Commercial District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 1202 South Kniss Avenue, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, and compliance with all state and local regulations. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Dylan Stokes, to open and operate a Cannabis Retail and Manufacturing Establishment, located at 1202 South Kniss Avenue (20-1943-000), in H-C - Highway Commercial District, City of Luverne, Minnesota.



**Conditional Use Permit**

**Permit #:** CUP-2025-3

**Date Paid:** 04/28/2025 15:19 PM

<b>Applicant &amp; Property Information</b>		
<b>Applicant Name:</b> Dylan Stokes	<b>Parcel #:</b> 20-1943-000	
<b>Phone number:</b>	<b>Site Address:</b> 1202 KNISS AVE S, LUVERNE, MN 56156-2253	
<b>Zoning District:</b> Highway Commercial (H-C)	<b>Mailing Address:</b> 1202 S KNISS AVE, Luverne, MN 56156	
<b>Conditional Use Information</b>		
Conditional Use Requested, to allow: We are looking for a conditional use permit to operate a retail dispensary in Luverne. We would also like to manufacture edibles and fill products out of this location. No solvents will be used in any of the process.		
Conditional Use Findings and Orders:		
<ol style="list-style-type: none"> <li>1. Provide off-street parking in accordance with City Code Sec 153.116 and provide screening as necessary to prevent nuisance conditions associated with illumination from automobile headlights.</li> <li>2. Provide odor control so as to not cause a nuisance to the enjoyment of neighboring property owners.</li> <li>3. Maintain exterior property in clean and tidy condition.</li> <li>4. Obtain State of Minnesota license for proposed business type.</li> <li>5. Follow all State and local rules and regulations.</li> </ol>		
<b>Other Information</b>		
<b>P&amp;Z Hearing Date:</b> 06/09/2025	<b>P&amp;Z Action Date:</b> 06/09/2025	<b>City Council Action Date:</b>
<b>Building and Zoning Office Signature</b>		
State of Minnesota County of Rock City of Luverne		
This instrument was acknowledged before me on _____ by Building/Zoning Official Chad McClure the City of Luverne, on behalf of said Municipal Corporation.		
_____ Chad McClure, Building/Zoning Official	_____ Notary Public's Signature	
<b>Drafted by:</b>		
Chad McClure, Building/Zoning Official City of Luverne PO Box 659/305 E Luverne St Luverne, MN 56156 507-449-5031		



**Conditional Use Application Review**

**Permit #:** CUP-2025-3

**Date Paid:** 04/28/2025 15:19 PM

**Applicant & Property Information**

**Owner Name:**  
DHRB PROPERTIES LLC

**Parcel #:** 20-1943-000

**Zoning District:**  
Highway Commercial (H-C)

**Site Address:** 1202 KNISS AVE S  
LUVERNE, MN 56156-2253

**Applicant Name:**  
Dylan Stokes

**Owner Mailing Address:** [REDACTED]  
[REDACTED]

**Applicant Phone number:** [REDACTED]

**Applicant Mailing Address:** [REDACTED]

**Conditional Use Details Review**

Sioux Falls SD 57106

Citation of Ordinance Section from which the Conditional Use is requested:  
City Code Section 153.210, E

**Description of Conditional Use Requested:**

We are looking for a conditional use permit to operate a retail dispensary in Luverne. We would also like to manufacture edibles and fill products out of this location. No solvents will be used in any of the process.

### Other Questions Review

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

The proposed retail dispensary and edible manufacturing facility will not be injurious to the use and enjoyment of other properties in the immediate vicinity for purposes already permitted, nor will it substantially diminish or impair property values within the area. The facility will be developed and operated in full compliance with state and local regulations, including strict standards for security, odor control, noise mitigation, and operational transparency.

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

The establishment of the proposed retail dispensary and edible manufacturing facility will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. The site is appropriately zoned for commercial and light industrial uses, and the proposed development is consistent with the types of businesses encouraged in this district.

The project will be constructed and operated in accordance with all applicable planning, zoning, and building standards, including design, access, parking, and landscaping requirements. It will not introduce any elements—such as excessive traffic, noise, or environmental impacts—that would discourage or obstruct adjacent property owners from developing their sites for similarly permitted uses.

3. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided to support the proposed retail dispensary and edible manufacturing facility. The property is served by existing municipal infrastructure, including water, sewer, electricity, and telecommunications, all of which meet the operational needs of the proposed use.

Access to the site is available via established public roads that are capable of handling projected customer and delivery traffic without causing congestion or safety issues. On-site improvements will include clearly marked driveways, designated parking areas, and delivery access to ensure efficient circulation.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed retail dispensary and edible manufacturing facility. The site plan includes ample parking spaces, including accessible (ADA-compliant) stalls, in compliance with local zoning requirements for both customers and employees.

5. Adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in a manner that no disturbance to neighboring properties will result.

Adequate measures have been or will be taken to prevent and control offensive odors, fumes, dust, noise, and vibration, ensuring that none of these will constitute a nuisance to neighboring properties. The proposed retail dispensary and edible manufacturing facility will incorporate the following mitigation strategies:

**Odor Control:** A state-of-the-art odor control system, including activated carbon filtration and HVAC ventilation, will be installed to ensure that odors from the facility's operations are contained and do not affect surrounding properties.

**Fumes and Dust:** All manufacturing processes will occur indoors within a sealed environment, minimizing the release of fumes or dust. Additionally, the building will feature proper ventilation and filtration systems to ensure air quality is maintained.

**Noise and Vibration:** The facility will utilize quiet, modern equipment, and all production processes will be conducted indoors to minimize noise and vibration. Noise levels will be managed to comply with local noise ordinances, ensuring no disruption to neighboring properties. Vibration will be minimized through the use of well-maintained machinery and vibration-dampening technology.

**Lighting Control:** Outdoor lighting, including lighted signs, will be designed and installed to comply with city regulations, ensuring that light spillover is minimized and that lights are directed downward. Lighted signs will be appropriately shielded, and no flashing or disruptive lighting will be used. All exterior lights will be turned off outside of business hours unless otherwise required for security purposes.



Staff Report

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**File #:** 2025-210

**Agenda Date:** 6/17/2025

**Agenda #:** K.4.

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Requested Conditional Use Permit (CUP) application submitted by Peter Dikun, to open and operate a Cannabis Retail Establishment, located at 704 South Kniss Avenue (20-0675-000), in C-C - Community Commercial District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 704 South Kniss Avenue, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, and compliance with all state and local regulations. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Peter Dikun, to open and operate a Cannabis Retail Establishment, located at 704 South Kniss Avenue (20-0675-000), in C-C - Community Commercial District, City of Luverne, Minnesota.



**Conditional Use Permit**

**Permit #:** CUP-2025-4

**Date Paid:** 04/29/2025 15:12 PM

<b>Applicant &amp; Property Information</b>		
<b>Applicant Name:</b> DIKUN PROPERTIES LLC	<b>Parcel #:</b> 20-0675-000	
<b>Phone number:</b>	<b>Site Address:</b> 704 S Kniss Ave, LUVERNE, MN 56156-2232	
<b>Zoning District:</b> Community Commercial (C-C)	<b>Mailing Address:</b> _____, Dell Rapids, SD	
<b>Conditional Use Information</b>		
Conditional Use Requested, to allow: Conditional Use permit for Dispensary		
Conditional Use Findings and Orders:		
<ol style="list-style-type: none"> <li>1. Provide off-street parking in accordance with City Code Sec 153.116 and provide screening as necessary to prevent nuisance conditions associated with illumination from automobile headlights.</li> <li>2. Provide odor control so as to not cause a nuisance to the enjoyment of neighboring property owners.</li> <li>3. Maintain exterior property in clean and tidy condition.</li> <li>4. Obtain State of Minnesota license for proposed business type.</li> <li>5. Follow all State and local rules and regulations.</li> </ol>		
<b>Other Information</b>		
<b>P&amp;Z Hearing Date:</b> 06/09/2025	<b>P&amp;Z Action Date:</b> 06/09/2025	<b>City Council Action Date:</b>
<b>Building and Zoning Office Signature</b>		
State of Minnesota County of Rock City of Luverne		
This instrument was acknowledged before me on _____ by Building/Zoning Official Chad McClure the City of Luverne, on behalf of said Municipal Corporation.		
_____ Chad McClure, Building/Zoning Official	_____ Notary Public's Signature	
<b>Drafted by:</b>		
Chad McClure, Building/Zoning Official City of Luverne PO Box 659/305 E Luverne St Luverne, MN 56156 507-449-5031		



**Conditional Use Application Review**

**Permit #:** CUP-2025-4

**Date Paid:** 04/29/2025 15:12 PM

**Applicant & Property Information**

**Owner Name:**  
DIKUN PROPERTIES LLC

**Parcel #:** 20-0675-000

**Zoning District:**  
Community Commercial (C-C)

**Site Address:** 704 S Kniss Ave  
LUVERNE, MN 56156-2232

**Applicant Name:** Peter Dikun

**Owner Mailing Address:** [REDACTED]  
Dell Rapids, SD 57022

**Applicant Phone number:**

**Applicant Mailing Address:**

**Conditional Use Details Review**

Citation of Ordinance Section from which the Conditional Use is requested:  
City Code Section 153.210, E

Description of Conditional Use Requested:  
Conditional Use permit for Dispensary

**Other Questions Review**

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

All adjacent properties are also of a commercial nature. The proposed new structure will enhance the aesthetics of the area.

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

The only developable property is across HWY 75 and is served with separate utilities.

3. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.  
there will be sufficient parking (28 spots)

5. Adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in a manner that no disturbance to neighboring properties will result.  
any potential odor will be mitigated with carbon filtration system. There will be no noise or vibrations or any nuisance, any sign will be approved by city of Luverne.



Staff Report

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**File #:** 2025-211

**Agenda Date:** 6/17/2025

**Agenda #:** K.5.

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Requested Conditional Use Permit (CUP) application submitted by Terry Kapple, to open and operate a Cannabis Retail Establishment, located at 401 South Kniss Avenue (20-0037-200), in C-C - Community Commercial District, City of Luverne, Minnesota.

Following the public hearing held by the Planning Commission on June 9, the Planning Commission recommends approval of a conditional use permit (CUP) to allow operation of a cannabis retail establishment at 401 South Kniss, subject to specific conditions including off-street parking, screening for automobile headlights, odor control, exterior property maintenance, obtaining a state license for proposed business type, compliance with all state and local regulations, and visual screening installation on the East property line. Under Minnesota law, if an applicant meets all the general and specific standards set forth in the city's zoning ordinance, the city is required to grant the CUP. The applicant for this cannabis retail establishment has satisfied all ordinance requirements, and therefore, the city council must approve the CUP as recommended by the Planning Commission. This ensures the city's actions are consistent with state law and local land use standards.

City Administrator Recommendation: City Council Approve Requested Conditional Use Permit (CUP) application submitted by Terry Kapple, to open and operate a Cannabis Retail Establishment, located at 401 South Kniss Avenue (20-0037-200), in C-C - Community Commercial District, City of Luverne, Minnesota.



**Conditional Use Permit**

**Permit #:** CUP-2025-5

**Date Paid:** 05/07/2025 16:18 PM

<b>Applicant &amp; Property Information</b>		
<b>Applicant Name:</b> Terry Kapple	<b>Parcel #:</b> 20-0037-200	
<b>Phone number:</b>	<b>Site Address:</b> 401 KNISS AVE S, LUVERNE, MN 56156-2217	
<b>Zoning District:</b> Community Commercial (C-C)	<b>Mailing Address:</b> _____ , Luverne, MN 56156	
<b>Conditional Use Information</b>		
Conditional Use Requested, to allow: Request for Cannabis Retail dispensary at 401 S. Kniss Ave.		
Conditional Use Findings and Orders:		
<ol style="list-style-type: none"> <li>1. Provide off-street parking in accordance with City Code Sec 153.116 and provide screening as necessary to prevent nuisance conditions associated with illumination from automobile headlights.</li> <li>2. Provide odor control so as to not cause a nuisance to the enjoyment of neighboring property owners.</li> <li>3. Maintain exterior property in clean and tidy condition.</li> <li>4. Obtain State of Minnesota license for proposed business type.</li> <li>5. Follow all State and local rules and regulations.</li> <li>6. Visual screening installation on the east property line.</li> </ol>		
<b>Other Information</b>		
<b>P&amp;Z Hearing Date:</b> 06/09/2025	<b>P&amp;Z Action Date:</b> 06/09/2025	<b>City Council Action Date:</b>
<b>Building and Zoning Office Signature</b>		
State of Minnesota County of Rock City of Luverne		
This instrument was acknowledged before me on _____ by Building/Zoning Official Chad McClure the City of Luverne, on behalf of said Municipal Corporation.		
_____ Chad McClure, Building/Zoning Official	_____ Notary Public's Signature	
<b>Drafted by:</b>		
Chad McClure, Building/Zoning Official City of Luverne PO Box 659/305 E Luverne St Luverne, MN 56156 507-449-5031		



**Conditional Use Application Review**

**Permit #:** CUP-2025-5

**Date Paid:** 05/07/2025 16:18 PM

**Applicant & Property Information**

**Owner Name:**  
BUFFALO CLIFFS LLC

**Parcel #:** 20-0037-200

**Zoning District:**  
Community Commercial (C-C)

**Site Address:** 401 KNISS AVE S  
LUVERNE, MN 56156-2217

**Applicant Name:**  
Terry Kapple

**Owner Mailing Address:** [REDACTED]  
Luverne, MN 56156

**Applicant Phone number:** [REDACTED]

**Applicant Mailing Address:** [REDACTED]

**Conditional Use Details Review**

BROOKLYN PARK, MN 55428

Citation of Ordinance Section from which the Conditional Use is requested:  
City Code Section 153.210, E

Description of Conditional Use Requested:  
Request for Cannabis Retail dispensary at 401 S. Kniss Ave.

**Other Questions Review**

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

The Project Site is located in the City’s main commercial corridor and is currently developed and used for a commercial/light industrial use. The proposed cannabis retail dispensary will upgrade the property for a public-facing commercial use. Site improvements will include paving the parking lot and entrance driveways, street facing entrance and signage. These improvements will improve the area and will not adversely impact surrounding property values. This condition is met.

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

The Project Site is located in the main commercial corridor that is transitioning from light-industrial/commercial uses to more traditional commercial uses. The proposed conversion of the existing building is consistent with recent development in the corridor. The cannabis retail dispensary is not anticipated to impact normal and orderly development within the corridor. This condition is met.

3. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

The proposed conversion of the site for a cannabis retail dispensary will include improvements to the site including a paved parking area, green space capable of accepting stormwater runoff and improved driveway accesses from Kniss and Mead Ct. We will work with the City on any required grading, access or other utility permits as part of the building permit process. This condition is met.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

As shown on the Site Plan, the parking lot will be upgraded, paved and striped with 12 standard parking stalls and one (1) ADA compliance stall. Loading will occur on the south end of the site from the existing garage door. This area will be connected to the improved driveway off of Kniss. This condition is met.

5. Adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in a manner that no disturbance to neighboring properties will result.

The proposed site improvements will include paving of the parking lot and driveways which will eliminate dust control issues. Lighting at all entrance/exits on the building is required per MN Statutes Chapter 342. However, light fixtures will be hooded and downcast to help mitigate potential light pollution. All lighting, including for signage, will meet the City's ordinance requirements. We will work with the City on the lighting plan to ensure that the MN Statute Standards are met while complying with the City's ordinances. No onsite manufacturing or cultivation is proposed and therefore no odors, other than those found at typical retail establishments, is anticipated. This condition is met.

# 401 S KNISS AVE | LUVERNE, MN

## CONCEPTUAL SITE PLAN

### SITE SUMMARY

**ADDRESS:**  
401 S KNISS AVENUE  
LUVERNE, MN 56156

**PID:** 20-0037-200

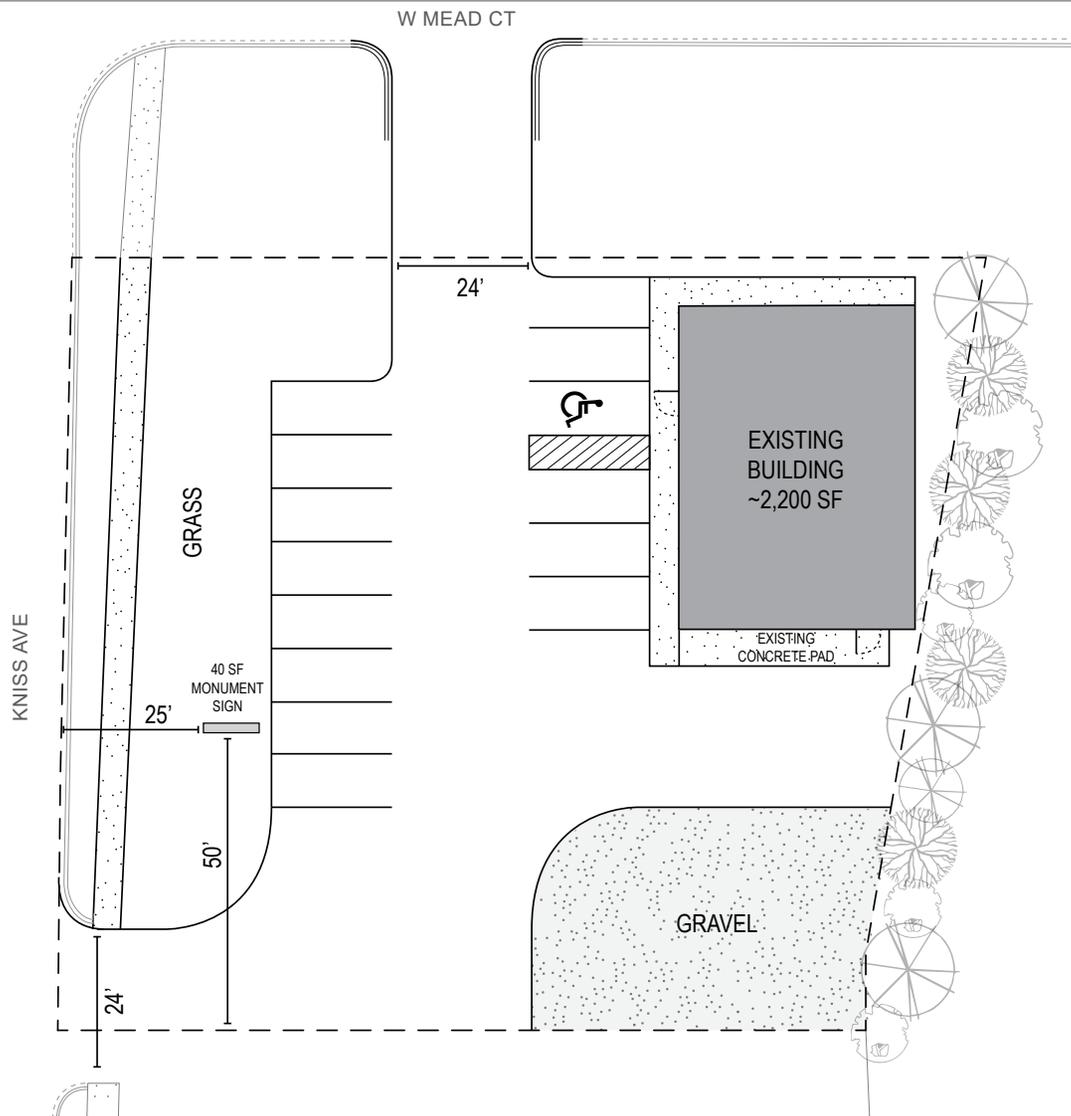
**SIZE:** 0.47 ACRES

**BUILDING SIZE:** ~2,200 SF

**PARKING:** 13 STALLS

**PERVIOUS COVERAGE:** ~4,100 SF (20%)

SITE PLAN FOR CONCEPTUAL PURPOSES ONLY



05.06.2025



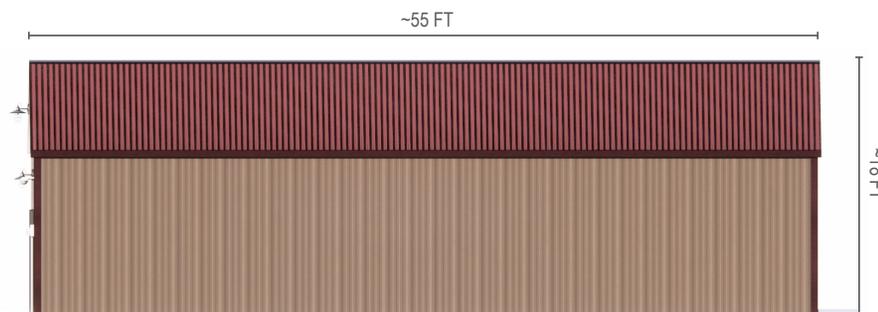
401 S KNISS AVE | LUVERNE, MN

ELEVATIONS



SECURITY CAMERA per OCM guidance

SOUTH ELEVATION - DELIVERIES/EMPLOYEE ENTRANCE



EAST ELEVATION



NORTH ELEVATION



SECURITY CAMERA per OCM guidance

LUVERNE CANNA

WALL SIGN ~ 60 SF in compliance with city sign standards

WEST ELEVATION - RETAIL ENTRANCE



EXISTING BUILDING

Source: Google Maps



PROPOSED BUILDING PERSPECTIVE

Staff Report

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**File #:** 2025-212

**Agenda Date:** 6/17/2025

**Agenda #:** K.6.

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Private Use of Public Property Request for Luverne Lake Events at The Lake on July 4, 2025

Representing Luverne Lake Events, Jen Wiebe applied for permission to host a public 4th of July event at The Lake, located on West Edgehill Street. Activities include a triathlon, inflatables, bean bags, log rolling, hula hoops, limbo, tug o war, bingo, food vendors, a band from 8:30-Midnight, and Fireworks at 10:00 p.m. Certificates of Insurance and Fireworks Operator Permit have been received.

City Administrator Recommendation: City Council Approve Private Use of Public Property Request for Luverne Lake Events at The Lake on July 4, 2025



## Private Use of Public Right-Of-Way Request

(street, sidewalk, parking lot, boulevard)

**\$30.00 Fee**

### Applicant & Request Information

**Applicant Full Name\*** Jen Wiebe

**Organization Name, if applicable** Luverne Lake Events

**Contact Phone Number\***

**Contact Email\***

**Applicant Address\***

Street Address	
800 W Edgehill	
Address Line 2	
City	State / Province / Region
Luverne	MN
Postal / Zip Code	Country
56156	Rock

**Public Property Requested\*** The Lake - July 4th Event

**Describe in detail the exact location and nature of the private use.\*** This request is for the annual July 4th event at the Lake in Luverne. Below is list of the day's events.  
Triathlon  
Inflatables  
Bean Bag  
Log Rolling  
Hula Hoop  
Limbo  
Tug o War  
Bingo  
Band 8:30 - 12:00  
Fireworks at 10:00  
There will be various food vendors that will serve throughout the day.

**Attach document(s) for additional explanation of location** Map, drawing, etc...

**Date(s) and period(s) of time you are requesting the use\*** July 4th all day  
Please include details such as, set up time, start of event, end of event, clean-up, etc...

**What are your insurance liability limits? \*** 1,000,000 - City of Luverne is named as additional insured  
Minimum Required: \$1,000,000 in general liability, City name as an additional insured

**What is your insurance basis? \*** Occurrence

## Insurance Agent Information

**Name \*** Buffalo Ridge Insurance

**Address \***

Street Address

808 S Kniss Ave

Address Line 2

City

Luverne

Postal / Zip Code

56156

State / Province / Region

MN

Country

Rock

**Phone Number \*** (507) 283-2381

**Certificate of Insurance \***

Certificate of insurance for the dates of the event, listing the City of Luverne as additional insured.

Policy-Luverne Lake Events.pdf

780.11KB

## Terms & Conditions

I hereby certify that all the foregoing statements are true and accurate to the best of my knowledge. I am making this application in accordance with City Code, Section 151.09, Subdivision 1. I understand that, prior to the granting of this permission by the City, I will be required to furnish proof of insurance and that I will hold the City harmless including costs of defense from any and all claims or causes of action resulting from this application and its use, if granted.

I further understand that the City may charge a fee for the use of the public property. In no event will I acquire any rights, title or interest in the public property whatsoever and the City may cancel my use of the property at any time, with or without prior notice to me.

## Release and Indemnity From all Claims

This release made by the authorized undersigned individual, member or officer or the above named organization or individual to the City of Luverne, a municipal corporation, of the County of Rock, State of Minnesota.

In consideration of permission granted to the undersigned, by the City of Luverne, to have said City close the public property described above.

To all pedestrian and vehicular traffic on the date(s) mentioned above, I/we hereby and forever release, discharge, and hold harmless the City of Luverne, its agents and employees, its successors and assigns from all actions, causes of action, damages, claims, debts, or demands whatsoever, which we now have or may hereafter have, in any way involving said closing. I/We further agree to forever indemnify the City of Luverne, its agents and employees, its successors and assigns from all actions, causes of actions, damages, claims, debts, or demands whatsoever, which may be brought by third parties in any way involving said closing. In connection therewith, I/we further agree to obtain liability insurance to provide coverage against any and all actions, causes of actions, damages, claims or demands which may be brought by any party which involves in any way said closing, and to provide the City of Luverne with proof of said liability insurance coverage. I/We also agree to provide a fire lane of a width sufficient to accommodate fire and other emergency vehicles and equipment over and across said closed sidewalks and/or streets.

I/We, the undersigned, have read this release and understand all of its terms. I/We execute it voluntarily on behalf of the above-named individual or organization/business and with full knowledge of its significance.

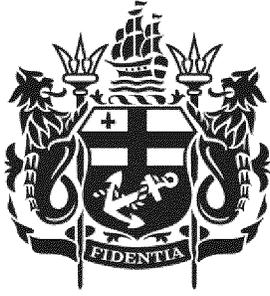
In witness whereof, I/we, the undersigned, have executed this release at the place and on the day and year appearing after each of our signatures.

Signature \*

A rectangular grey box containing the handwritten signature "Jen Wiebe" in a cursive script.

Date \*

6/2/2025



# Lloyd's Certificate

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**This Insurance** is affected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

**Short Rate Cancellation Table For Term of One Year.**

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 ( 9 mos )	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 ( 3 mos )	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 ( 6 mos )	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 ( 10 mos )	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 ( 1 mos )	19	117 - 120	43	210 - 214 ( 7 mos )	67	320 - 323	91
33 - 36	20	121 - 124 ( 4 mos )	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 ( 11 mos )	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 ( 8 mos )	74	352 - 355	98
59 - 62 ( 2 mos )	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 ( 5 mos )	52	251 - 255	76	361 - 365 ( 12 mos )	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.
  2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

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This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA2868)

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Previous No.	Authority Ref. No.	Certificate No.
Luverne Lake Events 815 W EdgeHill Luverne, MN 56156	RS100/24 B1136PR240134	RS100GL0892

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2. Effective from 07/01/2025 to 07/05/2025

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3. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON.

Percentage:    Liability            100%-RS100/24-B1136PR240134

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4.	Coverage	Premium
	Liability	\$750

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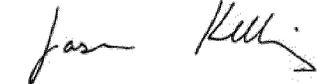
6. Service of Suit may be made upon:    Lloyds's America, Attention: Legal Department  
280 Park Avenue, East Tower, 25<sup>th</sup> Floor  
New York, NY

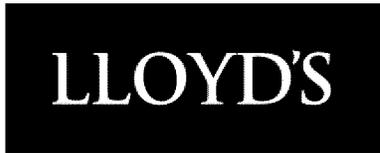
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7. In the event of a claim, please notify the following:    Redstone Insurance Brokers Inc.  
704 S 8th Ave  
Brandon, SD 57005

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Dated 04/30/2025

by  \_\_\_\_\_  
Correspondent



One Lime Street London EC3M 7HA

## LLOYD'S PRIVACY POLICY STATEMENT

### UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

### CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03

LSW1135B

**Commercial Lines Policy  
Common Policy Declarations**

- New
- Renewal
- Cross – Ref \_\_\_\_\_

**Policy No. RS100GL0892**

**Date: 04/29/25**

<p><b>Named Insured and Mailing Address:</b></p> <p>Luverne Lake Events 815 W Edgehill Luverne, MN 56156</p>	<p><b>Name of Insurer / Agreement No.</b></p> <p align="center"><b>Certain Underwriters at Lloyds RS100/24</b></p>
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Coverholder and Mailing Address  
**Redstone Insurance Brokers, Inc.**  
**704 S 8<sup>th</sup> Ave**  
**Brandon, SD 57005**

Policy Period: From 07/01/25 to 07/05/25 both days at 12:01 am standard time

Form of Business:     Individual    Partnership    Joint Venture    Trust    LLC  
                                   Organization    Non-Profit    Corporation    Other

Business Description: July 4<sup>th</sup> Community Celebration

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.**

<b>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>	
<b><u>COVERAGE</u></b>	<b><u>PREMIUM</u></b>
Commercial General Liability	\$ 750.00
Policy Fee	\$ 100.00
S/L Tax	\$ 25.50
Stamp Tax	\$ .34
	<b>Total: \$875.84</b>

Forms and Endorsements made a part of this policy at time of issue:  
See Schedule of Forms and Endorsements



Countersigned: Brandon, SD

Countersigned by Authorized Representative

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBER POLICY

Includes copyrighted material of the Insurance Services Office, Inc. with its permission

RS100 (6/11) BRIT

**LLOYDS FORMS LIST~ Redstone Insurance Brokers**

Index	Form
<b>Common Forms:</b>	
1000	<input checked="" type="checkbox"/> NMA 2868 Policy Jacket
1002	<input checked="" type="checkbox"/> LSW 1135b Lloyd's Privacy Policy Statement
1010	<input checked="" type="checkbox"/> GP350 Common Policy Dec Page
1030	<input checked="" type="checkbox"/> Schedule of Forms
1040	<input checked="" type="checkbox"/> IL0017 Common Policy Conditions
1052	<input type="checkbox"/> IL0204-Idaho Changes
1053	<input type="checkbox"/> IL2500 Montana Changes
1820	<input checked="" type="checkbox"/> E110 Computer, Data, Email, Internet, etc Excl
1821	<input checked="" type="checkbox"/> LMA 3100A Sanctions Limitation Clause
1822	<input type="checkbox"/> LMA 5401 Property Cyber and Data Exclusion
1822	<input checked="" type="checkbox"/> LMA 5532 Liability Cyber and Data Exclusion
1823	<input checked="" type="checkbox"/> LMA 5018 Micro-Organism Excl
1825	<input checked="" type="checkbox"/> NMA 2920 Terrorism
1826	<input checked="" type="checkbox"/> NMA 2962 Biological or Chemical Materials Exclusion
1827	<input checked="" type="checkbox"/> NMA 464 War & Civil War Excl
1828	<input checked="" type="checkbox"/> NMA 2340 Seepage & Pollution
1830	<input checked="" type="checkbox"/> CNG E111 Minimum Earned Premium
1830	<input checked="" type="checkbox"/> OFAC Notice
1841	<input type="checkbox"/> LMA 5389 TRIA New & Renewal
1841	<input checked="" type="checkbox"/> LMA 5390 TRIA Not Purchased
1845	<input checked="" type="checkbox"/> LMA 5020 Service of Suit Clause
1846	<input checked="" type="checkbox"/> LSW 1001 Several Liability Notice
1847	<input checked="" type="checkbox"/> LMA 5021 Applicable Law
1849	<input checked="" type="checkbox"/> LMA 5062 Fraudulent Claim Clause
1850	<input checked="" type="checkbox"/> NMA 1331 Cancellation Clause
1850	<input checked="" type="checkbox"/> Policy Holder Complaint Form

**General Liability Forms:**

1100	<input checked="" type="checkbox"/> CGDS01 General Liability Dec Page
1105	<input type="checkbox"/> CG0300 Deductible
1106	<input type="checkbox"/> E105 Deductible (Different per limit)
1110	<input checked="" type="checkbox"/> CG0001 Commercial General Liability Coverage Form
1113	<input checked="" type="checkbox"/> E102 Blanket Endorsement (No Animal or ATV Exclusion anymore)
1135	<input type="checkbox"/> CG2264-Pesticide & Herbicide Coverage
1137	<input type="checkbox"/> GPMISAPP 2010-Pesticide or Fertilizer Applicator Ex
1138	<input type="checkbox"/> Stop Gap Coverage
1139	<input type="checkbox"/> Hired Auto and Non Owned Auto Liability
1140	<input type="checkbox"/> GP300LL01-Liquor Liability
1141	<input type="checkbox"/> GP300LL02-Liquor Liability Dec
1145	<input type="checkbox"/> CG0212 Cancellation By Us
1148	<input type="checkbox"/> CG2001-Primary and Noncontributory
1148	<input type="checkbox"/> CG2002-AI Club Members
1148	<input type="checkbox"/> CG2010-Additional Insured
1148	<input type="checkbox"/> CG2010A- Additional Insured Primary NonContributory
1148	<input type="checkbox"/> CG2011-Additional Insured-Lessor
1148	<input checked="" type="checkbox"/> CG2013-Additional Insured-State or Political Subdivision
1148	<input type="checkbox"/> CG2018-Additional Insured-Mortgagee
1148	<input type="checkbox"/> CG2022-Additional Insured-Church Members
1148	<input type="checkbox"/> CG2028-Additional Insured-Leased Equip
1148	<input type="checkbox"/> CG2033-Additional Insured-Blanket
1148	<input type="checkbox"/> CG2036 Additional Insured-Owners, Lessors, Contractors
1148	<input type="checkbox"/> CG2037 Additional Insured-Completed Ops
1149	<input checked="" type="checkbox"/> IL 0021 Nuclear Exclusion
1150	<input type="checkbox"/> CG2101 Athletic Participant Excl
1150	<input type="checkbox"/> CG2104 Excl – Prod/Compl Ops
1150	<input checked="" type="checkbox"/> CG2116 Professional Services
1150	<input type="checkbox"/> CG2133 Excl Designated Products
1150	<input type="checkbox"/> CG2134-Exclusion Designated Work
1150	<input type="checkbox"/> CG2134C-Exclusion Prior Work
1150	<input type="checkbox"/> CG2135 Med Pay Exclusion
1150	<input type="checkbox"/> CG2138 Excl Personal & Adv Injury
1150	<input type="checkbox"/> CG2139-Contractual Liability Limitation
1150	<input type="checkbox"/> CG2144-Limitation of Coverage
1150	<input type="checkbox"/> CG2145-Excl Damage to Premises Rented
1150	<input type="checkbox"/> CG2146-Abuse or Molestation
1150	<input checked="" type="checkbox"/> CG2147 Employment Related Practices Exclusion
1150	<input checked="" type="checkbox"/> CG2149 Total Pollution Exclusion
1150	<input type="checkbox"/> CG2150 Amend of Liquor Liability
1150	<input type="checkbox"/> CG2153-Excl-Designated Ongoing Operations
1154	<input type="checkbox"/> BRIT 014 Oil/Gas Exclusion
1155	<input checked="" type="checkbox"/> E101 Assault & Battery
1157	<input checked="" type="checkbox"/> E108 Fines Penalties Punitive or Exemplary Damages
1162	<input type="checkbox"/> CG2229 Excl Property Entrusted to Others
1162	<input type="checkbox"/> CG2230 Corporal Punishment
1162	<input type="checkbox"/> CG2239 Campgrounds
1162	<input type="checkbox"/> CG2245 Prof Excl for Hotels
1162	<input type="checkbox"/> CG2254 Logging & Lumbering Excl
1162	<input type="checkbox"/> CG2259 Med Pay Excl Club Members
1162	<input type="checkbox"/> CG2268 Operation of Customers Auction

- 1162  CG2270 Real Estate Property Management
- 1162  CG2276 Prof Liab Ex Health Clubs
- 1162  CG2288 Prof Liab Ex Electronic Data Processing
- 1162  CG2299 Prof Liability Excl-Web Site Design
- 1164  CG2404 Waiver of Transfer of Rights & Recovery
- 1164  CG2404a Blanket Waiver of Transfer of Rights & Recovery
- 1164  CG2407-Prod/Compl Ops Redefined
- 1164  CG2412 Boats
- 1164  CG2417 Railroad Contracts
- 1165  CG2503: Designated Const Project Gen Aggregate
- 1165  CG2504: Designated Locations Gen Aggregate Limit
- 1169  NMA 1256 Nuclear Incident Excl Clause-Liability Direct (Broad)
- 1169  LMA 5396 Communicable Disease Exclusion
- 1169  LMA 5595 PFAS Exclusion
- 1170  E132 Addl Conditions
- 1172  E135 Supplementary Payments
- 1180  E106 Treated Wood Excl
- 1180  E107 Total Liquor Excl
- 1180  E109 Sexual Abuse Molestation

Contractors:

- 1305  OCP Coverage Form
- 1310  E123 Oral Contracts
- 1315  E121 Independent Contractor Exclusion
- 1320  E143a Special Conditions Independent Contractor Endorsement (1,000,000)
- 1320  E143b Special Conditions Independent Contractor Endorsement (500,000)
- 1320  E143c Special Conditions Independent Contractor Endorsement (300,000)
- 1320  E143d Special Conditions Independent Contractor Endorsement (100,000)
- 1330  E126 Losses, Claims and Litigation Preceding Inception (formally Losses Preceding Inception)
- 1335  E120 Roofing Exclusion
- 1340  E124 EIFS Exclusion
- 1345  E119 Overspray Exclusion
- 1350  E138 Condominium, Townhouses, Tract and Patio Home Exclusion (formally Multi-Unit Res Excl)
- 1355  CG2234 Exclusion-Construction Mangement E & O

Property Forms:

- 1400  CPDS00 Commercial Property Dec Page
- 1410  CP0090 Commercial Property Conditions
- 1412  CP0010 Building & Personal Property Cov Form
- 1412  CP0020-Builders Risk Coverage Form
- 1412  CP0030-Business Income/Extra Expense
- 1420  CP1010 Causes of Loss-Basic Form
- 1420  CP1020 Causes of Loss-Broad Form
- 1420  CP1030 Causes of Loss-Special Form
- 1420  CP1033 Theft Exclusion
- 1422  IL0180 Montana Form
- 1430  CP1415 Add'l Building Property
- 1430  CP1440 Outside Sign
- 1432  CP9992 Household PP Coverage
- 1434  CP 001B – Comm'l Property Extension – Fixed Limits
- 1435  CPEXT – Property Extension Endorsement
- 1435a  GP350 - Limited Property Extension
- 1436  CPR 004 Equipment Breakdown
- 1437  CP0440 Spoilage Coverage
- 1440  CP1420 Addl Prop Not Covered
- 1445  GP350ACVROOF – 5 Year
- 1445a  GP350ACVROOF – 15 Year
- 1451  CPP – Roof Damage Exclusion
- 1455  ARK-CP-031 Windstorm or Hail Percentage Deductible
- 1457  ARK-CP-033 Exclusion-Cosmetic Loss or Damage to Roof or Sidings
- 1460  CP0411 Protective Safeguards
- 1461  CP1211 Burglary Safeguard
- 1462  CP0450 Vacancy Permit
- 1463  E144 Vacant Premises Endorsement
- 1480  F183 0197 Pre-Existing Damage Excl
- 1486  LSW 5019 Asbestos Endorsement
- 1500  IM001 Inland Marine Dec Page
- 1501  CM00001 Inland Marine Conditions
- 1510  MR-75 Installation Floater
- 1520  MTC Broad Form-Cargo
- 1525  GP350TT – 14 Trip Transit (Land)
- 1540  LSW 177 Dealers Open Lot
- 1550  Bailee's Coverage Dec
- 1551  Bailees' Coverage Form
- 1560  LSW179 Garage Keepers
- 1570  Riggers Liability
- 1580  Phys Damage NMA 1650
- 1600  LMA5393 Communicable Disease Exclusion
- 1600  LSW546 Total or Constructive Total Loss\*
- 1600  NMA 1191 Radioactive Contamination\*

\*Highlighted Forms are already included in the template.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER:  
RS100GL0892

COMMERCIAL GENERAL LIABILITY  
CG DS 01 10 01

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

Certain Underwriters at Lloyd's	Redstone Insurance Brokers Inc 704 S 8 <sup>th</sup> Ave Brandon, SD 57005
<p><b>NAMED INSURED:</b> Luverne Lake Events</p> <p><b>MAILING ADDRESS:</b> 815 W Edgehill Luverne, MN 56156</p> <p><b>Premises:</b> 815 W Edgehill Street</p> <p>POLICY PERIOD: FROM 7/01/2025 to 7/05/2025 12 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE</p>	
<p>Limits of Liability</p> <p>Aggregate 2,000,000 Products/Completed: 2,000,000 Personal/Advertising Injury: 1,000,000 Per Occurrence: 1,000,000 Fire Damage: 100,000 Medical Payments: Excluded</p>	

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY**

**RETROACTIVE DATE (CG 0002 ONLY)**

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY," "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: \_\_\_\_\_  
 (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

**DESCRIPTION OF BUSINESS**

FORM OF BUSINESS:

- INDIVIDUAL     PARTNERSHIP     JOINT VENTURE     TRUST  
 LIMITED LIABILITY COMPANY     ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

**BUSINESS DESCRIPTION: July 4<sup>th</sup> Community Celebration**

**CLASSIFICATION AND PREMIUM**

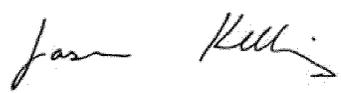
LOCATION	CLASSIFICATION	CODE NO	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Co Ops
				\$	\$	\$	\$
1	Special Events Additional Insured	48558 CG2013	1 Day 1	Flat	Incl	750 Incl	Incl

STATE TAX OR OTHER: \$25.50 tax, \$.34 filing tax, \$100 policy fee  
 TOTAL PREMIUM (SUBJECT TO AUDIT) \$750.00

AUDIT PERIOD (if applicable)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI- ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY
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<b>ENDORSEMENTS</b>
ENDORSEMENTS ATTACHED TO THIS POLICY:

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

COUNTERSIGNED:	BY: 
DATE: 4/30/2025	(AUTHORIZED REPRESENTATIVE)

**NOTE**  
OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION

ISO Properties, Inc 2000

**CG DS 01 10 01**

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

## f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## **2. Exclusions**

This insurance does not apply to:

### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

### **k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

### **l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
        - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
      - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
      - c. Any person or organization having proper temporary custody of your property if you die, but only:
        - (1) With respect to liability arising out of the maintenance or use of that property; and
        - (2) Until your legal representative has been appointed.
      - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communicationprovided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy is amended as follows:

**A. Classification Limitation**

Coverage under this policy is specifically limited to those operations described by the classification(s) in the Commercial General Liability Coverage Part Declarations. This policy does not apply to any operations not specifically listed in the Commercial General Liability Coverage Part Declarations or endorsed hereon.

**B. Revised Exclusions**

The following exclusions are amended:

**1. Aircraft, Auto or Watercraft**

(a) Exclusion **2.g. Aircraft, Auto or Watercraft** in **Section I – Coverages - Coverage A Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

“Bodily injury” or “property damage” arising out of, caused by, or contributed to by the ownership, non-ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”. Use includes operation and “loading and unloading”.

This exclusion **g.(1)** applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

**(2) Aircraft (Other than Unmanned Aircraft), Auto or Watercraft**

“Bodily injury” or “property damage” arising out of, caused by, or contributed to by the ownership, non-ownership, maintenance, use or entrustment to others of any aircraft, “auto”, watercraft, snowmobile, all terrain vehicle (ATV) or motorcycle. Use includes operation and “loading and unloading”.

This exclusion **g.(2)** applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto”, watercraft, snowmobile, all terrain vehicle (ATV) or motorcycle.

This exclusion **g.(2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 26 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (e) Bodily injury” or “property damage” arising out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment”.

(b) The following exclusion is added to Paragraph **2. Exclusions** in **Section I – Coverages - Coverage B – Personal and Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

“Personal and advertising injury” arising out, caused by, or contributed to by of the ownership, non-ownership, maintenance, use or entrustment to others of any “unmanned aircraft”. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**2. Medical Payments**

Exclusion **2.a. Any Insured** in **Section I – Coverage C** is deleted in its entirety and replaced by the following:

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured.

**C. Additional Exclusions:**

The following exclusions are added to the policy:

This insurance does not apply to:

**1. Asbestos & Silica Dust**

- a. "Bodily injury", "property damage", "personal and advertising injury" arising out of the actual, alleged, or threatened asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelium or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos fibres or dust or silica particles and or dust;
- b. "Bodily injury", "property damage", "personal and advertising injury" arising out of the actual, alleged or threatened presence of asbestos fibres or silica dust and/or particles in any form;
- c. "Bodily injury", "property damage", "personal and advertising injury" arising out of the insured's supervision, removal, instructions, recommendations, warranties (expressed or implied), warnings or advice given or withheld regarding asbestos fibres or silica particles and/or dust;
- d. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of asbestos or silica particles and/or dust; or repair, replace or improve any property as a result of such effects;

- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of asbestos or silica particles and/or dust.

<b>2. Lead Contamination</b>
------------------------------

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged or suspected:
  - (1) Ingestion, inhalation, absorption, or prolonged physical exposure or threat of exposure to lead in any form, or goods or products containing any form of lead;
  - (2) Use of any form of lead in constructing or manufacturing any good, product or structure; or
  - (3) Removal of any forms of lead from any good, product, or structure, or from any body of water and/or watercourse, including but not limited to an ocean, lake, estuary, or marsh, or any land, and/or soil of any nature whatsoever;
  - (4) Manufacture, sale, transportation, storage, or disposal of lead, or goods or products containing any form of lead; or
- b. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify or neutralise, or mitigate or in any way respond to, or assess the effects of lead; or repair, replace or improve any property as a result of such effects; or
- c. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating, or in any way responding to, or assessing the effects of lead; or repairing, replacing or improving any property as a result of such effects.

<b>3. Employees of Independent Contractors</b>
--

"Bodily injury", "property damage", "personal and advertising injury", or any injury, loss or damage:

- a. Sustained by any employee of an independent contractor contracted by you or on your behalf; or
- b. Arising out of operations performed for you by independent contractors or your acts or omissions in connection with your general supervision of such operations.

<b>4. Participants</b>
------------------------

- a. “Bodily injury” or “personal and advertising injury” sustained by any person while practising for, participating in, or in any way organizing, sponsoring or assisting in any exhibition, event, contest, demonstration race or show; or
- b. “Property damage” to any property of any person described in a. above.

As used herein, “any person” includes, but is not limited to, attendants, mechanics, stewards, officials, announcers, musicians, animal handlers, or any other individual employed by or doing volunteer work for an insured, whether or not authorized by or at the direction of the insured.

**5. Cross Suits**

“Bodily injury”, “property damage”, “personal and advertising injury”, or any injury, loss or damage arising out of any claim, “suit”, action or other proceeding or any allegation or expense initiated or caused to be brought about by any insured covered by this policy against any other insured covered by this policy.

**6. Absorption / Inhalation / Disease**

- a. “Bodily injury”, “property damage”, “personal and advertising injury”, or any other damages, for past, present, or future claims arising in whole or in part, directly or indirectly out of:
  - (1) Any form of inhalation or absorption; or
  - (2) Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having such syndrome or virus, or to substances or materials contaminated with such syndrome or virus; or
  - (3) The fear of contracting Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus; or
  - (4) Any sexually transmitted disease; or
  - (5) Any form of communicable disease.
- b. This exclusion applies whether damages result from an insured’s alleged or actual act or failure to act in:
  - (1) Hiring, training or supervising of any person or in controlling, monitoring or supervising the care of any person in the custody of any insured; or
  - (2) Testing, screening, segregating or obtaining medical treatment for any person in the custody of any insured; or
  - (3) Disposing of contaminating substances or materials.

**7. Intellectual Property Infringement**

Any claim, “suit”, or any damage, loss, cost or expense arising directly or indirectly out of any alleged or actual:

- a. Deceptive, false, fraudulent, misleading, unfair, unlawful, or untrue business act or practice with respect to advertising; or
- b. Copyright, patent or trademark infringement; or

- c. Misappropriation of trade secret and/or practice, piracy, fraudulent concealment, unjust enrichment, misrepresentation, negligent misrepresentation or other intellectual property;

whether caused by or at the instigation or direction of any insured, any employee of the insured, any patron of the insured, or any other person.

**8. Mechanically Operated Amusement Devices**

Any claim, "suit", allegation or charge or any loss, cost or expense arising out of "bodily injury", "property damage", "personal and advertising injury" arising out of any mechanically operated amusement device.

**10. Volunteer Worker**

"Bodily injury", "property damage", "personal and advertising injury", or any injury, loss or damage to, or caused by or committed by, any "volunteer worker".

**11. Fireworks**

"Bodily injury", "property damage", "personal and advertising injury", or any injury, loss or damage arising out of the maintenance, use or handling of any fireworks, flashpowder or any other explosive compositions by any person.

**12. Duty to Defend**

Where there is no coverage under this policy, there is no duty to defend

**13. Breach of Contract**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or medical payments arising out of breach of contract, whether written or oral, expressed or applied, implied-in-law, or implied-in-fact contract.

**14. Discrimination**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or medical payments arising out of discrimination of any kind, whether actual or alleged.

**15. Employee Dishonesty**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or medical payments arising out of criminal, fraudulent, dishonest or malicious acts or omissions from any insured, employee of any insured or anyone for whom you may be held liable

**16. Insured's Standing**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or medical payments arising out of our ability to defend a claim or suit being impaired or diminished by an insured's lack of good standing with all local, state, or federal authorities or an insured's legal inability to answer in the civil proceedings involved.

**D. Section II – Who is An Insured**

1. Paragraph 2. is deleted in its entirety and replaced by the following:

Each of the following is also an “insured”:

- a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” are insureds for:
- (1) “Bodily injury” or “personal and advertising injury”:
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph (1)(a) above;
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
    - (d) Arising out of his or her providing or failing to provide professional health care services.
  - (2) “Property damage” to property:
    - (a) Owned, occupied, or used by,
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your “employee”), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

2. Paragraph 3. is deleted in its entirety.

**E. Section IV – Commercial General Liability Conditions**

1. Condition **4. Other Insurance** is deleted in its entirety and replaced by the following

**Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies.

**b. Excess Insurance**

This insurance shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such insurance is stated to be primary, contributing, excess, contingent or otherwise, including but not limited to, coverage as an additional insured under another policy against such losses as may be covered by this policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of such insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

**F. Section V – Definitions**

1. Definition **9. Insured Contract** in **Section V – Definitions** is deleted in its entirety and replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- e. An elevator maintenance agreement.

2. The following definition is added to **Section V - Definitions**:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED- STATE OR POLITICAL  
SUBDIVISIONS- PERMITS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State or Political Subdivision:**

**City of Luverne  
PO Box 659  
Luverne, MN 56156**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

1. The existence, maintenance, repair, construction erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, vaults, street banners, or decorations and similar exposures; or
2. The construction, erection, or removal of elevators; or
3. The ownership, maintenance, or use of any elevators covered by this insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Description Of Professional Services:</b>
1.
2.
3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following exclusion for assault and/or battery:

<b>Assault and/or Battery Exclusion</b>
---

This insurance does not apply to any claim and/or cause of action arising from:

1. An assault and/or battery regardless of culpability or intent; or
2. A physical altercation; or
3. Any act or failure to act to prevent or suppress such assault and/or battery or physical altercation.

The above applies whether caused by an insured, an employee, a patron, or any other person; and whether or not the act or acts occurred at the premises owned, leased, rented or occupied by the insured.

This exclusion also applies to any:

1. Liability or damages arising from a claim by any other person, firm or organization, asserting rights derived from, or contingent upon, any person asserting a claim arising out of an assault and/or battery or a physical altercation; or
2. Liability or damages for emotional distress, or for loss of society, services, consortium and/or income reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages) paid or incurred by such other person, firm or organization; or
3. Liability for contribution or indemnification to a person who must pay damages because of such assault and/or battery or physical altercation; or
4. Liability or damages arising from allegations of negligent hiring, placement, training or supervision, or allegations of any act, error, or omission relating to such assault and/or battery or physical altercation; or
5. Liability or damages arising from allegations of failure to provide proper security or safe premises to any person injured in an assault and/or battery or physical altercation.

We are under no duty to defend an insured in any “suit” alleging in words or substance an assault and/or battery or physical altercation of any nature whatsoever.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following exclusion for Fines, Penalties, Punitive or Exemplary damages:

<b>Fines, Penalties, Punitive or Exemplary Damages Exclusion Endorsement</b>
--

The following exclusion is added to the Policy:

This insurance does not apply to:

Fines, penalties and punitive or exemplary damages. If a claim or a "suit" is brought against an insured for a claim within the coverage provided under this policy, seeking fines, penalties, compensatory and punitive or exemplary damages, then we shall afford a defense for such action. We shall not, however, have any obligation to pay for any costs, interest or damages attributable to fines, penalties and punitive or exemplary damages.

If State law provides for statutory multiple damage awards, we will pay only the amount of the award before the multiplier is applied.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

## COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL  
SUBSTANCES (PFAS) EXCLUSION NO. 1**

**(For use on liability (re)insurance policies)**

1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS.
2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.
3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
  - a. perfluorinated methyl group (-CF<sub>3</sub>); or
  - b. perfluorinated methylene group (-CF<sub>2</sub>-).

LMA5595

29 July 2022

U.S.A.

**NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)**

(Approval by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances for the following classification in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-  
Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy\* does not apply:-

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organisation is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organisation.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organisation.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in the endorsement:  
"hazardous properties" include radioactive, toxic or explosive properties;  
"nuclear material" means source material, special nuclear material or byproduct material; "**source** material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by product material and (2) resulting from the operation by any person or organisation of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

any includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\*NOTE:- As respects policies which afford liability coverage's and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

**17/3/60**  
N.M.A 1256

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following Additional Conditions:

<b>Additional Conditions Endorsement</b>
--

This insurance does not apply to:

“Bodily injury”, “property damage”, “personal and advertising injury” or medical payments arising out of, caused by or contributed to:

- A.** any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, or any analogous local, state or federal statute, ordinance or regulation, other than the foregoing, that prohibits or limits sending, transmitting, communicating, solicitation, or distribution of material or information using emails, telephone, facsimile, computer or other electronic device.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following Supplementary Payments endorsement:

<b>Supplementary Payments Endorsement</b>
---

The following amendment is added to the policy:

Supplementary Payments - Coverages A & B - in the Commercial General Liability Coverage Form is amended to read with respect to 1. last paragraph: These payments will not reduce the limits of insurance, except with respect to attorneys' fees incurred by us on defense of an indemnity of the insured, and this applies throughout Supplementary Payments – Coverages A & B – section of this policy.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following exclusion for Treated Wood:

<b>Treated Wood Exclusion</b>
-------------------------------

The following exclusion is added to the Policy:

This insurance does not apply to:

1. Any liability of any nature, including “bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, exposure, discharge, dispersal, seepage, migration or escape of arsenicals including but not limited to Copper Chromium Arsenate (CCA), pentachlorophenol, creosote, chromates or copper in any form in “treated wood”; or
2. Any loss, cost, or expense, arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement by or on behalf of any person, entity, or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of “treated wood”, any structure containing “treated wood” or any storage place for “treated wood” in any form from any source; or
  - b. Claim or “suit” by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of “treated wood” in any form.

“Treated wood” as used herein shall mean wood which has been sealed, covered, treated or in any way altered by chemical elements or solutions, containing and including any arsenicals including but not limited to Copper Chromium Arsenate (CCA), pentachlorophenol, creosote, chromates or copper in any form.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following exclusion for Liquor:

<b>Total Liquor Exclusion</b>
-------------------------------

Exclusion **2.c. Liquor Liability** in **Section I – Coverage A** is deleted in its entirety and replaced by the following:

This insurance does not apply to:

**c. Liquor Liability**

“Bodily injury”, “property damage”, “personal and advertising injury”, or any injury, loss or damage for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person; and/or
- (2) Furnishing alcoholic beverages to anyone under legal drinking age or under the influence of alcohol; and/or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; and/or
- (4) Any act or omission by any insured, any employee of any insured, patrons, members, associates, volunteers or any other persons as respects providing or failing to provide transportation, detaining or failing to detain any person, or any act of assuming or failing to assume responsibility for the well being, supervision or care of any person allegedly under or suspected to be under the influence of alcohol.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy includes the following exclusion for Sexual Abuse and/or Molestation:

<b>Sexual Abuse and/or Molestation Exclusion Endorsement</b>
--

The following exclusion is added to the Policy:

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

- a. The actual or threatened abuse or molestation or licentious, immoral or sexual behaviour whether or not intended to lead to, or culminating in any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, any insured, his employees, or any other person, or
- b. The actual or alleged transmission of any communicable disease, or
- c. Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any insured is, or ever was, legally responsible and whose conduct would be excluded by paragraph a. above.

Abuse includes, but is not limited to, negligent or intentional infliction of physical, emotional or psychological injury.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART**

The policy includes the following exclusion for Computer, Data, Email, Internet and/or Other Similar Systems:

<b>Computer, Data, Email, Internet and/or Other Similar Systems Exclusion Endorsement</b>
---

The following exclusion is added to the Policy:

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

Internet exposures, world-wide-web, cyber system(s), computer hardware or software, electronic data, e-mail, unauthorised use, loss/misuse of data, or from any loss of, alteration of, failure, error, negligence, malfunction, inadequacy of, damage to or a reduction in functionality, availability or operation of a computer system, network(s), program(s), software, data, information repository, microchip(s), integrated circuit or similar device in computer equipment or non-computer equipment, regardless of cause, and/or resultant loss of income, whether property of the insured or any other.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

### **Sanctions Limitation Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A

05 October 2023

## CYBER and DATA - EXCLUSION

(for attachment to US General Liability and Excess Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.2 **Data Breach**; or
  - 1.3 other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 For the avoidance of doubt, this policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

### Definitions

- 3 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 4 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 5 **Cyber Incident** means:
  - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 6 **Data Breach** means:
  - 6.1 the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information; involving access to, processing of, use of or operation of any **Computer System** or
  - 6.2 the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

7. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

LMA5532

17 December 2020

### **MICROORGANISM EXCLUSION (Absolute)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018

14/09/2005

### TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920

08/10/2001

## **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03  
NMA2962

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38  
NMA464

## U.S.A. & CANADA

### LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

### SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

### DEBRIS REMOVAL ENDORSEMENT

**THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.**

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured,

subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;

- (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
- (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.

2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):

- (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
- (b) the amount of such costs or expenses as limited in (a) above shall be added to:
  - (i) the amount of the Damage or Destruction; and
  - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

24/11/88  
NMA2340

**THIS ENDORSEMENT CHANGES THE POLICY  
PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART**

The policy includes the following condition with regard to Minimum Earned Premium:

<b>Minimum Earned Premium Endorsement</b>
---

The following condition is added to the Policy:

The minimum earned Premium for the Policy is 100% of the premium shown on the Declaration page.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED**

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

## SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon

Lloyds's America, Attention: Legal Department  
280 Park Avenue  
East Tower, 25<sup>th</sup> Floor  
New York, NY

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020

14/09/2005

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94  
LSW1001 (Insurance)

**APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

**FRAUDULENT CLAIM CLAUSE**

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

**LMA 5062  
04/06/2006**

Form approved by Lloyd's Market Association

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than **(30) days** thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61  
NMA1331

**POLICYHOLDER COMPLAINT FORM**

**ABOUT US**

“Policyholder & Market Assistance is committed to ensuring complaints from Lloyd’s policyholders are handled fairly.”

If you have a complaint about a Lloyd’s insurance, we may be able to help you to resolve it. For full details of how we will deal with your complaint once we receive your completed form, please see our [web page](#). You can contact us for further help or advise on 0207 327 5693.

Please follow the instructions carefully and provide us with ALL the necessary information so that we can process your complaint.

**Please complete in BLOCK CAPITALS**

**ABOUT YOU**

Please note we can only assist if you are the policyholder (or are complaining on their behalf)

**POLICYHOLDER DETAILS**

**REPRESENTATIVE DETAILS**

Complete if you are complaining on behalf of the policyholder

Mr/Mrs/Ms      Please circle

First Name \_\_\_\_\_

Name \_\_\_\_\_

Surname \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Postcode \_\_\_\_\_

Your Ref \_\_\_\_\_

Contact Telephone No \_\_\_\_\_

Contact Telephone No \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

Name of Company or Business  
(if your insurance covers a commercial organization)

Group Annual Turnover £ \_\_\_\_\_  
(We are generally only able to assist with complaints from small businesses, i.e. with a group annual turnover of less than £1m. We may require supporting evidence, e.g. excerpt from company accounts).

**ABOUT YOUR INSURANCE POLICY**

Who did you buy the insurance from?  
(i.e. Name of Broker or Agent)

Type of insurance  
(e.g. Motor/Household etc)

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

When did this insurance policy start?

\_\_\_\_\_

/ /

\_\_\_\_\_

Which Lloyd’s syndicate provides the insurance?

Telephone No \_\_\_\_\_

\_\_\_\_\_

Broker Ref \_\_\_\_\_

Please state the Policy or Certificate number \_\_\_\_\_

**Please attach a copy of your policy Certificate/Schedule or other insurance documentation.**

**ABOUT YOUR COMPLAINT**

Who is your complaint against? \_\_\_\_\_  
(i.e. Name of firm)

Does your complaint relate to a claim? YES\*/NO circle as appropriate

\*If YES, when did the claim occur? / /

Please give the claim number \_\_\_\_\_

If motor insurance, please give vehicle registration \_\_\_\_\_

Have you contacted the Financial Ombudsman Service (FOS) about your complaint?  
circle as appropriate

YES\*/NO \*If YES, please give their reference

\_\_\_\_\_

The FOS will consider your complaint only once you have tried to resolve it with us, so please take up your concerns with us first and we will do what we can to help.

**PLEASE GIVE A BRIEF SUMMARY OF YOUR COMPLAINT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please also attach copies of the most recent correspondence you have received in respect to your complaint.

**HOW WOULD YOU LIKE TO SEE THE COMPLAINT RESOLVED?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATA PROTECTION**

I would like the Policyholder & Market Assistance Department to consider my complaint.

- I acknowledge that the Policyholder & Market Assistance Department holds my personal data, including personal data ("Personal Data"), which I have provided.
- I consent to the Policyholder & Market Assistance Department processing my Personal Data for the purposes of considering my complaint.
- I consent to my Personal Data being disclosed by the Policyholder & Market Assistance Department to third parties for the purposes of considering my complaint.

\_\_\_\_\_  
Policyholder Signature

Date: / /

\_\_\_\_\_  
Representative Signature\*

Date: / /

\*Please note, if you are complaining on behalf of the policyholder, they **must** still sign and date this form to give their consent.

**WHAT TO DO NEXT?**

Please return your completed form, together with any attachments to the address below.

**POLICYHOLDER & MARKET ASSISTANCE**

Market Services  
One Lime Street  
London  
EC3M 7HA

**Telephone** (020) 7327 5693  
**Fax** (020) 7327 5225  
**Email** [complaints@lloyds.com](mailto:complaints@lloyds.com)  
**Website** [www.lloyds.com](http://www.lloyds.com)

We will contact you within 5 working days to confirm receipt and explain how we will handle your complaint.

## Staff Report

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**File #:** 2025-213

**Agenda Date:** 6/17/2025

**Agenda #:** K.7.

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Application for Exempt Permit for the Rock County Agriculture Society to Conduct a Raffle on July 26, 2025 at the Rock County Fairgrounds.

Representing the Rock County Agriculture Society, Lee Sells has applied for an exempt permit to conduct a raffle on July 26, 2025 in conjunction with the Rock County Fair.

City Administrator Recommendation: City Council Approve the Application for Exempt Permit with No Waiting Period.

# LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

## Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

## ORGANIZATION INFORMATION

Organization Name: Rock Agriculture Society Previous Gambling Permit Number: X- 93829-22-005

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-1273319

Mailing Address: PO Box 956

City: Luverne State: MN Zip: 56156 County: \_\_\_\_\_

Name of Chief Executive Officer (CEO): Lee Sells

CEO Daytime Phone: \_\_\_\_\_ CEO Email: \_\_\_\_\_  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

## NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal       Religious       Veterans       Other Nonprofit Organization

### Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division      Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
St. Paul, MN 55103      651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

## GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Rock County Fairgrounds

Physical Address (do not use P.O. box): 501 S. Freeman

Check one:

City: Luverne Zip: MN County: 56156

Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): 7/26/25

Check each type of gambling activity that your organization will conduct:

Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Lee Sells Date: 6/9/25  
(Signature must be CEO's signature; designee may not sign)

Print Name: Lee Sells

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.