

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
APRIL 8, 2024
5:00 P.M.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

All items listed under the consent agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1.1 MINUTES – MARCH 25, 2024
- 1.2 BILLS PAYABLE THROUGH APRIL 5, 2024
- 1.3

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 RECOGNIZE MAYOR FOR A DAY ESSAY WINNERS
- 3.2 NATIONAL LIBRARY WEEK PROCLAMATION
- 3.3 COMMISSION APPOINTMENTS
- 3.4 2024 LICENSE RENEWALS
- 3.5 GAMBLING PERMIT APPLICATION
- 3.6 FIRE DEPART. RELIEF ASSOCIATION PENSION INCREASE
- 3.7 CPL GRANT AGREEMENT – PINE CREEK PROJECT
- 3.8 ENGINEERING AGREEMENT – PINE CREEK PROJECT
- 3.9 MnDOT AGREEMENT – BICYCLE/PEDESTRIAN BRIDGE
- 3.10 WAGON WHEEL PROJECT – PHASE 3 CLOSE OUT
- 3.11 ENGINEERING AGREEMENT – IIJA PLANNING PROJECT
- 3.12 MIGHTY DUCKS GRANT AGREEMENT
- 3.13 LOCAL ROAD IMPROVEMENT PROGRAM AWARD
- 3.14 MN CONVENTION & VISITORS BUREAU MEETING
- 3.15 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.16 REVIEW SOLAR GARDEN SUBSCRIPTION AGREEMENT
- 3.17 BIG BIKES FOR LITTLE TIKES REQUEST

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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 LA CRESCENT OUTDOOR PERFORMANCE VENUE

6.2 PARK LIGHTING UPGRADES

6.3

6.4

6.5

7. CORRESPONDENCE

7.1

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9 ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MARCH 25, 2024

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of March was called to order by Acting Mayor Dale Williams at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, March 25, 2024.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, and Dale Williams. Members absent: Mayor Poellinger. Also present were, City Attorney Skip Wieser, City Administrator Bill Waller, Public Works Director Tyler Benish, Sustainability Coordinator Jason Ludwigson, and City Clerk Angie Boettcher.

Also present were Police Chief Luke Ahlschlager and Sergeant Mike Ernster.

ITEM 1 – CONSENT AGENDA

At this time, the Acting Mayor read the following items to be considered as part of the Consent Agenda for this regular meeting:

- 1.1 MINUTES – MARCH 11, 2024
- 1.2 BILLS PAYABLE THROUGH – MARCH 22, 2024
- 1.3

At the conclusion of the reading of the Consent Agenda, Acting Mayor Williams asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion.

Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, as follows:

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.1 – AUTHORIZE EXPENDITURE – POLICE DEPARTMENT TASERS

City Administrator Bill Waller reviewed with City Council for approval a request from Police Chief Luke Ahlschlager to replace the Police Department's outdated tasers with the latest taser model. The total cost to outfit nine officers, with the Taser 10 model is approximately \$40,000. It was recommended that City Council approve the use of the remaining Public Safety Aid (PSA) funds and any remaining balance from

the 2024 operating budget for safety equipment to purchase the tasers. Police Chief Luke Ahlschlager and Sergeant Ernster were in attendance to answer any questions. Following discussion, Member Hutchinson made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE EXPENDITURE OF \$40,000 FROM THE REMAINING PUBLIC SAFETY AID (PSA) FUNDS AND ANY REMAINING BALANCE FROM THE 2024 OPERATING BUDGET FOR SAFETY EQUIPMENT TO PURCHASE NINE TASER 10 MODEL TASERS FOR THE POLICE DEPARTMENT TO REPLACE THE OUTDATED TASERS.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.2 – MN DEPARTMENT OF HEALTH – LEAD SERVICE LINE INVENTORY

Public Works Director Tyler Benish reviewed with City Council the United States Environmental Protection Agency Lead and Copper Rule Revision giving guidance and directing states and public water systems to prioritize developing lead service line inventories. The State of Minnesota's 2023 legislative session has allocated money to the Minnesota Department of Health (MDH) to provide technical assistance through consulting engineers. WHKS has been approved by MDH to provide services to the City of La Crescent. WHKS will enter into an agreement with MDH to assist the City with records review, visual inspections, digital record keeping, and replacement plan development. The work that will be done by WHKS will be paid for by MDH. The lead service line inventory must be submitted by October 16, 2024. It was recommended that City Council approve the engagement letter with WHKS and MDH. A copy of the Agreement was included. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE ENGAGEMENT LETTER WITH WHKS AND MINNESOTA DEPARTMENT OF HEALTH (MDH) FOR WHKS TO PROVIDE THE CITY WITH TECHNICAL ASSISTANCE TO DEVELOP A LEAD SERVICE LINE INVENTORY TO INCLUDE RECORDS REVIEW, VISUAL INSPECTIONS, DIGITAL RECORD KEEPING, AND REPLACEMENT PLAN DEVELOPMENT WITH THE COST OF WHKS SERVICES TO BE PAID BY THE MINNESOTA DEPARTMENT OF HEALTH.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.3 – WELL #3 UPDATE

Public Works Director Tyler Benish reviewed with City Council that in December of 2023 city staff had found that Well #3, located at Veterans Park, water production was not keeping up with demand. Thein Well inspected the well and revealed the impellers were not spinning with the shaft and therefore not delivering water to the surface. Thein Well provided an estimate of \$26,235 to replace the bowl assembly, line shaft, column pipe, rubber bearings, and other parts with an additional \$15,000 for labor and other services. It was recommended that City Council approve the estimate from Thein Well to fix Well # 3 with the expenditure coming from the water operating fund. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE ESTIMATE FROM THEIN WELL OF \$26,235 TO REPLACE THE BOWL ASSEMBLY, LINE SHAFT, COLUMN PIPE, RUBBER BEARINGS, AND OTHER PARTS WITH AN ADDITIONAL \$15,000 FOR LABOR AND OTHER SERVICES TO REPAIR WELL #3 LOCATED AT VETERANS PARK WITH THE EXPENDITURE COMING FROM THE WATER OPERATING FUND.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.4 – BEEKEEPING ORDINANCE AMENDMENT

Sustainability Coordinator Jason Ludwigson reviewed with City Council for approval an amendment to the Beekeeping Ordinance that was originally adopted in July of 2023. The requested amendment is to allow for the locating of hives in the front yard of a property. The hive located in a front yard would have to meet the same setback requirements including being twenty (20) feet from the lot line, twenty-five (25) feet from an adjacent dwelling, and twenty-five (25) feet from a trail/sidewalk/patio. Sections IV – paragraphs 2 and 3 have been added to allow for this change. Following discussion, Member Hutchinson introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 581

**AN ORDINANCE OF THE CITY OF LA CRESCENT,
MINNESOTA AMENDING THE REGULATING OF (HONEY
BEES) BEEKEEPING IN THE CITY OF LA CRESCENT,
MINNESOTA**

Ordinance No. 570 adopted on July, 24th 2023 and titled “ AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING (HONEY BEES) BEEKEEPING IN THE CITY OF LA CRESCENT, MINNESOTA” is amended to read as follows: the City Council of the City of La Crescent, Houston County, Minnesota, hereby ordains:

SECTION I – FINDINGS. The La Crescent City Council hereby finds and declares as follows:

1. Pollinators are a necessary component of a healthy ecosystem and food system, providing essential pollination of plants in order to grow vegetables, herbs, and fruits.
2. Pollinator populations are in sharp decline due to an ongoing loss of habitat as a result of human land use practices, coupled with a simultaneous large-scale expansion of pesticide use by homeowners, landscapers, property managers, and farmers.
3. Local food production is needed to improve the health and food security of La Crescent residents and insect pollination is an essential component of local food production.

SECTION II – PURPOSE. The purpose and intent of this ordinance is to permit and establish requirements for the keeping of honey bee colonies, hives, and equipment within the City of La Crescent.

SECTION III - DEFINITIONS.

1. Apiary: The assembly of one or more colonies of bees on a single lot.
2. Beekeeper: A person who owns or has charge of one or more colonies of honeybees.
3. Colony: An aggregate of honey bees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs, and honey.
4. Flyway Barrier: A solid fence, wall, or dense vegetation at least 6’ in height that continues parallel to the apiary site lot line at least 10’ in each direction from the colony, that requires bees to fly over, rather than through the barrier. Depending on the barrier type and construction, or location, additional permitting may be required prior to installation.
5. Hive: The receptacle inhabited by a colony.
6. Undeveloped property: A lot adjacent to an apiary where residential dwellings, commercial buildings, trails, sidewalks, or streets do not currently exist, or are greater than 25’ from an existing hive.

SECTION IV- LOCATION REQUIREMENTS.

1. Beekeeping is permitted in all zoning districts in accordance with this code section. In the C-1 – Commercial District, CBD 1 – Commercial Business District, CBD 2 Commercial Business District, and I – Industrial District, hives must be kept on the roof of a building at least 12’ in height.
2. Hives may be located in the front yard. Hives located in the front yad must meet the hive setback requirements. For the purpose of this section, a corner lot has two front yards.
3. Hive setback must be in accordance with the following requirements:

Hive Setback	Distance	Hive Setback	Distance
Lot Line	20'	Adjacent Dwelling	25'

Lot Line with A Flyway Barrier	15'	Trail/Sidewalk/Patio	25'
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SECTION V – COLONY DESIGN.

1. Colonies must be kept in removable frame hive bodies no more than 9 5/8" deep with no more than 10 frames.
2. An adequate and convenient water source must be within 10' of active hives.
3. Hives must not exceed 6' in total height.
4. Each beekeeper shall ensure that no wax comb or other material that might encourage robbing by other bees is left exposed outdoors. Such materials must be stored in sealed insect-proof containers or placed within a building.

Maximum number of colonies permitted based on lot size:

Lot Size	# of Colonies	Lot Size	# of Colonies
Less than 0.50 acres	1 colonies	2.51 to 4.99 acres	8 colonies
0.51 to 1.0 acres	2 colonies	5.00 to 9.99 acres	16 colonies
1.01 to 2.50 acres	4 colonies	Greater than 10 acres	32 colonies

SECTION VI – GENERAL REGULATIONS:

1. All Beekeepers must register active hive sites with the Building Official or designee. Existing hives must register within 60 days of the publishing of this ordinance. All Beekeepers must register active hive sites annually.
2. Sale of honey or related bee products: Retail sales in residential zones must only be from hives on that property. Home occupations must meet all of the existing requirements in the La Crescent Municipal Code.
3. Provide written documentation that you have notified all of your immediate neighbors that you plan to keep bees on your property
4. If an undeveloped property adjacent to a colony is developed, the colony locations must comply with all sections of this code within 90 days of the development.
5. Hive bodies must be maintained in good condition, including maintenance of paint, and when not in use must be removed within 14 days if they are no longer occupied.
6. Beekeepers shall submit a written plan on how they intend to minimize or prevent swarming to the Building Official or designee. For swarm prevention purposes a beekeeper may exceed the maximum colony requirement for up to 35 days but must meet all other requirements of this section.
7. Hives shall be continuously managed to provide adequate living space for their resident honeybees in order to control swarming.
8. In any instance in which a colony exhibits unusual aggressive behavior, it shall be the duty of the beekeeper to promptly implement appropriate actions to address the behavior. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.
9. The city Building Official or designee shall have the right to inspect any apiary for the purpose of ensuring compliance with this ordinance between 8 a.m. and 5 p.m. once annually upon prior notice to the owner of the apiary property and more often upon complaint without prior notice. It shall be deemed a violation of this Section for any person to resist, impede, or hinder the Building Official or designee in the performance of their duties in inspecting any

apiary and apiary site.

SECTION VII - VIOLATION. A violation of this Ordinance is a petty misdemeanor subject to penalty not to exceed \$300.00.

SECTION VIII - These provisions shall become effective from and after due passage and enactment, and publication, according to law.

PASSED AND ENACTED this ____ day of ____, 2024.

Mayor

ATTEST:

City Administrator

The foregoing motion was duly seconded by Member O'Donnell-Ebner and upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

Following discussion Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

**SUMMARY OF ORDINANCE NO. 581
AN ORDINANCE OF THE CITY OF LA CRESCENT, MINNESOTA AMENDING THE
REGULATING OF (HONEY BEES) BEEKEEPING IN THE CITY OF LA CRESCENT,
MINNESOTA**

The City Council of the City of La Crescent, Houston County, Minnesota, hereby ordains:

The full text of Ordinance No. 581 marked "OFFICIAL COPY" is on file in the Office of the City Administrator, City Hall, La Crescent, Minnesota 55947, along with a reference draft available and open for inspection to enable a convenient means to ascertain where in the voluminous enactments and in the voluminous regulations enacted/amended hereby are found.

Passed and enacted this 25th day of March, 2024.

APPROVED:
Dale Williams, Acting Mayor

ATTEST:
Bill Waller, City Administrator

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.5 ADOPT-A-DRAIN ANNUAL REPORT

Sustainability Coordinator Jason Ludwigson reviewed the Adopt-a-Drain program annual report. This was informational only, no action required.

ITEM 3.6 INSURANCE LIABILITY COVERAGE WAIVER

City Council reviewed a letter from Finance Director Kara Tarrence that each year, as part of the City renewing its general liability insurance coverage with the League of Minnesota Cities Insurance Trust, the City Council is required to adopt a liability coverage waiver form. City Council reviewed this form. Based on the recommendation of the City's insurance agent, the City Council has always NOT waived the statutory tort limits. This by MN Statute 466.04 limits the amount an individual or multiple claimants could recover from a single occurrence. It was recommended to City Council to continue with NOT waiving the statutory tort limits for the 2024/2025 renewal. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO ADOPT A LIABILITY COVERAGE WAIVER FORM TO CONTINUE WITH NOT WAIVING THE STATUTORY TORT LIMITS FOR THE 2024/2025 RENEWAL REGARDING ITS GENERAL LIABILITY INSURANCE COVERAGE WITH THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.7 LIBRARY REQUEST – USE OF CITY LOT

City Council reviewed a letter from Library Assistant Emily Riley requesting the use of the City's grassy lot space behind the library on Saturday, April 27th, 2024 from approximately 10:00 am to 12:00 pm to host their spring story time program. In the case of rain, the program would be rescheduled. Library staff will share stories and fun activities for all ages to interact with each other. Following discussion, Member Hutchinson made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE LIBRARY'S USE OF THE CITY GREEN SPACE BEHIND THE LIBRARY ON SATURDAY, APRIL 27TH, 2024 FROM APPROXIMATELY 10:00 AM TO 12:00 PM TO HOST THEIR SPRING STORY TIME PROGRAM.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.8 BICYCLE/PEDESTRIAN COMMISSION APPOINTMENTS

City Administrator Bill Waller reviewed with City Council the recommendation to appoint Tim Peterson and Nathan Delarwelle to the City's Bicycle and Pedestrian Advisory Committee. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE APPOINTMENT OF TIM PETERSON AND NATHAN DELARWELLE TO THE CITY'S BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

ITEM 3.9 DONATION RESOLUTIONS

City Council reviewed two Resolutions regarding the acceptance of donations made to the City of La Crescent in March 2024. Following review and discussion, Member Jostad introduced the following Resolutions and moved their passage and adoption as follows:

RESOLUTION NO. 03-24-11

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT DOG PARK PROJECT**

WHEREAS, the La Crescent Eagle Scout Troop 33 received the following donations to the City of La Crescent Dog Park Project:

1. Marine Credit Union wishes to donate \$1900.00
2. Thorson Graphics wishes to donate \$50.00
3. Kaddy's Kafe wishes to donate \$50.00
4. Swing Bridge Pub wishes to donate \$300.00
5. State Farm Insurance wishes to donate \$250.00
6. Al's Concrete Products wishes to donate \$500.00
7. Merchants Bank wishes to donate \$100.00
8. Chiropractic First of La Crescent wishes to donate \$200.00
9. Wieser Law Office wishes to donate \$50.00
10. Tri State Bait & Tackle wishes to donate \$50.00
11. Septic Pros wishes to donate \$500.00
12. Classic Rock Products wishes to donate \$100.00
13. Impact Nutrition wishes to donate \$200.00
14. Home Federal Savings Bank wishes to donate \$100.00

WHEREAS, \$244.21 of these funds have been expended for the original dog park site on South 7th Street.

WHEREAS, the remaining balance for the project totaling \$4105.79 is to be expended at the Chestnut St. site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donations stated above.

ADOPTED this 25th Day of March.

SIGNED:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 03-24-12

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN MARCH 2024**

WHEREAS, the following donations were made to the City of La Crescent in the month of March 2024:

1. Lions Club of La Crescent wishes to donate \$5,000.00 to the Kayak Launch/Fishing Dock Project.
2. Zenke, Inc. wishes to donate \$100.00 to the La Crescent Fire Department.
3. Troop 33, La Crescent wishes to donate \$250.00 to the Kayak Launch/Fishing Dock Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donations stated above.

ADOPTED this 25th Day of March 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

The motion for the adoption of the foregoing resolutions was duly seconded by Member Hutchinson and upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 City Council reviewed the 2023 Natural Resource Advisory Group Summary of Activity.
- 6.2 City Council reviewed the news stories regarding the Pine Creek Improvement Project.
- 6.3 City Council reviewed the March 18, 2024, Park and Recreation Commission Meeting Minutes.
- 6.4 City Council reviewed the March 6, 2024, Bicycle/Pedestrian Committee Meeting Minutes.
- 6.5 City Council reviewed the Explore La Crosse March 19, 2024, Board Meeting Agenda and the February 20, 2024, Meeting Minutes.

9. CHAMBER OF COMMERCE

Chamber of Commerce representative Jon Wilson was in attendance and provided an update.

There being no further business to come before the Council at this time, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:27 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: April 5, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending April 5, 2024. We would suggest that the City Council approve the payment of the bills payable as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A1 PRECISION PUMPING INC						
12430	PLUG IN SHOP SEWER LINE	03/29/2024	250.00	.00		
Total 9080:			250.00	.00		
ACENTEK						
3/24 STMT	CITY HALL PHONE CHARGES	03/31/2024	404.19	.00		
3/24 STMT	GOLF COURSE PHONE CHARGES	03/31/2024	437.74	.00		
3/24 STMT	POOL PHONE CHARGES	03/31/2024	104.85	.00		
3/24 STMT	SEWER PHONE CHARGES	03/31/2024	124.51	.00		
3/24 STMT	WATER PHONE CHARGES	03/31/2024	87.82	.00		
3/24 STMT	BLDG/ZNG PHONE CHARGES	03/31/2024	89.82	.00		
3/24 STMT	LIBRARY PHONE CHARGES	03/31/2024	138.53	.00		
3/24 STMT	FIRE PHONE CHARGES	03/31/2024	470.09	.00		
3/24 STMT	PARKS PHONE CHARGES	03/31/2024	164.90	.00		
3/24 STMT	PUBLIC WORKS PHONE CHARGES	03/31/2024	89.82	.00		
3/24 STMT	STREETS PHONE CHARGES	03/31/2024	48.95	.00		
3/24 STMT	POLICE PHONE CHARGES	03/31/2024	310.12	.00		
3/24 STMT	ARENA PHONE CHARGES	03/31/2024	298.23	.00		
3/24 STMT	LIC BUR PHONE CHARGES	03/31/2024	167.55	.00		
Total 24:			2,937.12	.00		
AFLAC						
3/24 STMT	INSURANCE PREMIUMS	04/01/2024	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
3/24 DUES	PAYROLL DEDUCTED UNION DUES	04/01/2024	722.40	.00		
Total 25:			722.40	.00		
ALCOHOL & GAMBLING ENFORCEMENT						
2024 GC	GC - APPL RETAILERS CARD-LIQ/WINE	04/01/2024	20.00	.00		
Total 89:			20.00	.00		
AMAZON CAPITAL SERVICES						
11MT-9L6T-FXLD	LIBRARY - BOOKS	03/25/2024	19.96	.00		
13H9-WC6T-11Q	WIESER PARK AUDIO/VISUAL EQUIPMENT	04/01/2024	137.45	.00		
1741-RNHJ-71F9	LIBRARY- BOOKS GRANT FUNDED	03/26/2024	17.99	.00		
1DWP-13CJ-6KR	CITY - OFFICE SUPPLIES	04/01/2024	86.98	.00		
1DWP-13CJ-6KR	WIESER PARK AUDIO/VISUAL EQUIPMENT	04/01/2024	777.24	.00		
1GJV-WKR7-7CL	CITY - OFFICE SUPPLIES	03/27/2024	49.93	.00		
1KFC-7FPC-61K	PD - OFFICE SUPPLIES	04/02/2024	18.99	.00		
1KNR-MFJ4-D3D	CITY - OFFICE SUPPLIES	03/26/2024	101.64	.00		
1RL7-PKGC-6VX	CITY - OFFICE SUPPLIES	04/01/2024	54.98	.00		
1WVT-Y6GM-13	WIESER PARK AUDIO/VISUAL EQUIPMENT	04/01/2024	56.98	.00		
1XHV-LCF6-11X	CITY - OFFICE SUPPLIES	04/01/2024	24.70	.00		
Total 9956:			1,346.84	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#53	MAINTENANCE BLDG - SOLAR	03/01/2024	387.07	387.07	04/02/2024	
#53	ANIMAL RESCUE - SOLAR	03/01/2024	198.47	198.47	04/02/2024	
#53	RADIUM PLANT - SOLAR	03/01/2024	387.07	387.07	04/02/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9859:			972.61	972.61		
AUTO VALUE LA CROSSE						
516484649	SWEeper REPAIR	03/05/2024	212.95	.00		
516484651	OIL CHANGING SUPPLIES	03/05/2024	127.98	.00		
516485361	OIL CHANGE & BATTERY	03/12/2024	121.00	.00		
516485362	OIL CHANGE	03/12/2024	23.96	.00		
516485676	LAWN MOWER BATTERY - Z TRACK	03/14/2024	142.99	.00		
Total 2106:			628.88	.00		
B & T TECHNICAL SERVICES, LLC						
1458	COMM BLDG - SOLAR ELECTRICAL SERVICE	02/29/2024	366.91	.00		
Total 9680:			366.91	.00		
BOBCAT OF THE COULEE REGION						
01-70433	BOBCAT MAINTENANCE	03/21/2024	15.06	.00		
01-70524	BOBCAT MAINTENANCE	03/27/2024	42.86	.00		
Total 216:			57.92	.00		
BREYER'S SALES AND SERVICE INC						
18524	PARKS - LAWN MOWER BLADES	03/07/2024	217.94	.00		
18562	PARKS - NEW PUSH LAWN MOWER & BLOWER	03/18/2024	1,082.04	.00		
Total 131:			1,299.98	.00		
CANADIAN PACIFIC RAILWAY						
2000163392	WTR PIPELINE CROSSING PERMIT FEE 4/1/24-3/31/25	03/15/2024	130.00	.00		
Total 192:			130.00	.00		
CENTER POINT LARGE PRINT						
2075936	LIBRARY BOOKS	04/01/2024	435.06	.00		
Total 8179:			435.06	.00		
CITY OF LA CRESCENT						
3/24 FIRE	WATER/SEWER UTIL.-FIRE STATION & COMMUNITY BLD	03/31/2024	156.66	.00		
3/24 LIBRARY	WATER/SEWER UTIL.- LIBRARY	03/31/2024	109.28	.00		
Total 196:			265.94	.00		
CITY TREASURER'S OFFICE						
195451 - Q1	2024 Q1 TRANSIT LOCAL SHARE	03/18/2024	4,049.25	.00		
2024 Q1 TRANSI	MTU TRANSIT FUNDING PASS THRU	01/23/2024	69,778.00	69,778.00	03/26/2024	
Total 1086:			73,827.25	69,778.00		
CORKY'S PIZZA & ICE CREAM						
4/3/24	PROJECT MEETING LUNCH	04/03/2024	49.16	.00		
Total 241:			49.16	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CRESCENT ELECTRIC, INC.						
2679	INSTALL WIRING FOR PD EV CHARGER - PSA FUNDS	03/17/2024	1,150.00	.00		
Total 210:			1,150.00	.00		
CUSTOM ALARM						
574020	GC - MONTHLY ALARM MONITORING SYSTEM	04/01/2024	44.65	.00		
Total 290:			44.65	.00		
DEBAUCHE TRUCK & DIESEL INC						
01P31579	07 PLOW FRONT FENDER REPLACED	03/29/2024	208.04	.00		
01W10750	NEW FUEL TANK LINE ON 07 PLOW TRUCK	03/12/2024	2,587.46	.00		
Total 297:			2,795.50	.00		
DOBECK, RHODA						
3/24 LIBRARY	LIBRARY- CLEANING	03/31/2024	193.75	.00		
Total 10098:			193.75	.00		
DRIFTLESS REGION VECTOR CONTROL						
165	STORM WATER MOSQUITO MONITORING	04/01/2024	1,636.00	.00		
Total 9815:			1,636.00	.00		
E O JOHNSON CO INC - LEASE						
36217150	CITY HALL - COPY MACHINE MAINT	03/20/2024	190.08	.00		
36217150	POLICE - COPY MACHINE MAINT	03/20/2024	114.05	.00		
36217150	SEWER DEPT - COPY MACHINE MAINT	03/20/2024	76.03	.00		
36217150	B&Z - COPY MACHINE MAINT	03/20/2024	114.05	.00		
36217150	FIRE DEPT - COPY MACHINE MAINT	03/20/2024	76.02	.00		
36217150	PUBLIC WORKS - COPY MACHINE MAINT	03/20/2024	114.05	.00		
36217150	WATER DEPT - COPY MACHINE MAINT	03/20/2024	76.03	.00		
Total 9397:			760.31	.00		
EARL F ANDERSEN INC						
0135718-IN	STREET - REPLACEMENT SIGNS	03/27/2024	2,538.95	.00		
Total 404:			2,538.95	.00		
EMERGENCY AUTOMOTIVE TECH						
BA02272432E	FD - FIRE MARSHALL UPFIT - PUBLIC SAFETY AID FUND	03/20/2024	1,171.02	.00		
Total 9401:			1,171.02	.00		
FIRST SUPPLY LLC - LA CROSSE						
14097441-00	FAUCET PART FOR WIESER PARK	03/19/2024	18.80	.00		
Total 557:			18.80	.00		
GOPHER STATE ONE-CALL						
4030517	SEWER - LOCATE	03/31/2024	15.52	.00		
4030517	WATER - LOCATE	03/31/2024	15.53	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 620:			31.05	.00		
GRAF ELECTRIC, INC.						
23168	GRINDER PUMP REPAIR	03/15/2024	286.00	.00		
Total 619:			286.00	.00		
GREAT PLAINS FIRE, INC.						
8130	FD - NEW GEAR FOR COMING OFF PROBATION	03/13/2024	15,298.45	.00		
Total 10058:			15,298.45	.00		
HILLTOPPER REFUSE & RCYL SRVC						
3/24 BAGS	MONTHLY REFUSE P/U	03/31/2024	2,101.20	.00		
3/24 STMT	REFUSE P/U CITY HALL	03/31/2024	67.89	.00		
3/24 STMT	REFUSE P/U FIRE DEPT	03/31/2024	26.11	.00		
3/24 STMT	REFUSE P/U MAINT SHOP	03/31/2024	387.98	.00		
3/24 STMT	CITYWIDE RECYCLING P/U	03/31/2024	7,486.83	.00		
3/24 STMT	REFUSE P/U LIBRARY	03/31/2024	10.45	.00		
3/24 STMT	RECYCLING P/U FIRE DEPT	03/31/2024	16.48	.00		
3/24 STMT	REFUSE P/U ARENA	03/31/2024	159.56	.00		
3/24 STMT	REFUSE P/U ANIMAL SHELTER	03/31/2024	76.42	.00		
Total 9233:			10,332.92	.00		
HOKAH CO-OP OIL ASSOCIATION						
236859	GC - MOTOR OIL	04/01/2024	242.72	.00		
Total 715:			242.72	.00		
HOUSTON CNTY TREASURER						
3/25/24 ELECTIO	ELECTION JUDGE ONINE TRAINING	03/25/2024	121.00	.00		
Total 2450:			121.00	.00		
INNOVATIVE OFFICE SOLUTIONS						
IN4498684	CITY - OFFICE SUPPLIES	03/27/2024	311.34	.00		
Total 9471:			311.34	.00		
KWIK TRIP INC						
3/24 STMT	FD - FUEL	03/31/2024	48.27	.00		
3/24 STMT	PD- FUEL	03/31/2024	1,141.94	.00		
3/24 STMT	SEWER - FUEL	03/31/2024	65.62	.00		
3/24 STMT	WATER - FUEL	03/31/2024	65.61	.00		
3/24 STMT	B&Z - FUEL	03/31/2024	143.27	.00		
3/24 STMT	PARKS - FUEL	03/31/2024	145.72	.00		
3/24 STMT	PD - WASHER FLUID	03/31/2024	3.68	.00		
3/24 STMT	STREETS - FUEL	03/31/2024	1,549.23	.00		
Total 1014:			3,163.34	.00		
LA CRESCENT ACE HARDWARE						
3/24 STMT	GRINDER REPAIR	03/31/2024	21.99	.00		
3/24 STMT	SHOP - LIGHTS FOR BREAKROOM	03/31/2024	50.97	.00		
3/24 STMT	REPAIR APPLEFEST BILLBOARD	03/31/2024	45.54	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3/24 STMT	MOWER OIL CHANGE	03/31/2024	23.96	.00		
3/24 STMT	SIGN REPAIR	03/31/2024	3.99	.00		
3/24 STMT	BRAKE PARTS CLEANER	03/31/2024	15.18	.00		
3/24 STMT	GC- RAIN SHELTERS	03/31/2024	121.96	.00		
3/24 STMT	GC- CLUBHOUSE REPAIR	03/31/2024	24.66	.00		
3/24 STMT	GC- RAIN SHELTERS PAINT	03/31/2024	182.94	.00		
3/24 STMT	COMM BLDG - KEYS	03/31/2024	3.59	.00		
3/24 STMT	PARKS- PUSH MOWER MAINT	03/31/2024	38.36	.00		
3/24 STMT	SEAFOAM MOTOR TREATMENT	03/31/2024	25.98	.00		
3/24 STMT	COMM BLDG - BATHROOM REPAIR	03/31/2024	9.59	.00		
3/24 STMT	WIESER PARK - CLEANING SUPPLIES	03/31/2024	9.97	.00		
3/24 STMT	SHOP - SMALL TOOLS	03/31/2024	9.99	.00		
3/24 STMT	SHOP - SMALL TOOLS	03/31/2024	32.97	.00		
3/24 STMT	GC- CLUBHOUSE REPAIR	03/31/2024	12.67	.00		
3/24 STMT	GC - SMALL TOOLS	03/31/2024	17.99	.00		
3/24 STMT	GC- RAIN SHELTERS	03/31/2024	60.98	.00		
3/24 STMT	GC- LANDSCAPE RAKE	03/31/2024	74.99	.00		
3/24 STMT	COMM BLDG- KEY TAG	03/31/2024	8.37	.00		
3/24 STMT	SIGN BOLTS	03/31/2024	46.77	.00		
Total 717:			843.41	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
2/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/27/2024	952.39	.00		
Total 9810:			952.39	.00		
LA CRESCENT CHAMBER OF COMMERCE						
2/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/27/2024	952.39	.00		
Total 1142:			952.39	.00		
LA CRESCENT ROCK PRODUCTS INC						
24-49	STORM WATER PIPES	03/31/2024	284.47	.00		
Total 1121:			284.47	.00		
LA CROSSE AREA CONVENTION AND						
2/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/27/2024	2,979.26	.00		
Total 9824:			2,979.26	.00		
LAPHAM'S CLEANING LLC						
0000012	CITY HALL - CLEANING	03/23/2024	1,200.00	.00		
Total 10121:			1,200.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
3/24 DUES	PD - PAYROLL DEDUCTED UNION DUES	04/01/2024	493.50	.00		
Total 1134:			493.50	.00		
LEASE SERVICING CENTER, INC.						
51000	PD TESLA - LEASE PYMT PRINCIPAL	04/01/2024	846.93	846.93	04/02/2024	
51000	PD TESLA - LEASE PYMT INTEREST	04/01/2024	420.39	420.39	04/02/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10152:			1,267.32	1,267.32		
LIBRARY IDEAS LLC						
111860	LIBRARY BOOKS - GRANT FUNDED	03/30/2024	591.40	.00		
Total 10004:			591.40	.00		
LUDWIGSON, JASON						
3/1/24 - 3/31/24	SUSTAINABILITY SERVICES	03/31/2024	4,864.00	.00		
3/1/24 - 3/31/24	MILEAGE	03/31/2024	26.85	.00		
Total 9632:			4,890.85	.00		
MAYO CLINIC AMBULANCE SERVICE						
1528065	CPR CLASS	03/18/2024	17.00	.00		
Total 8150:			17.00	.00		
MENARDS-LA CROSSE						
96674	GC - RAIN SHELTERS	03/15/2024	49.54	.00		
96674	GC - CLEANING SUPPLIES	03/15/2024	13.96	.00		
96674	GC - SMALL TOOLS	03/15/2024	268.97	.00		
96925	GC - CLUBHOUSE REPAIR	03/21/2024	143.25	.00		
96933	STREET - PAINT	03/21/2024	74.82	.00		
96933	STREET - VEHICLE MAINT	03/21/2024	58.95	.00		
96994	GC - CLUBHOUSE REPAIR	03/22/2024	99.99	.00		
97103	MAINT - GARDEN HOSE	03/25/2024	69.99	.00		
97197	GC - RAIN SHELTERS	03/27/2024	723.78	.00		
97197	GC - FUNNELS & DRAINPAN	03/27/2024	27.36	.00		
Total 1352:			1,530.61	.00		
MIDWEST TAPE						
505187103	LIBRARY- BOOKS GRANT FUNDED	03/15/2024	1,438.71	.00		
Total 9851:			1,438.71	.00		
MIENERGY COOPERATIVE						
MR 1084 #115	FIRE STATION RENOVATION LOAN	04/01/2024	3,000.00	.00		
Total 9578:			3,000.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
03/29/24PR0015	MN CHILD SUPPORT	04/01/2024	640.97	640.97	04/02/2024	
Total 9597:			640.97	640.97		
MINNESOTA DEPT OF HEALTH						
2024 POOL	2024 POOL LICENSE	04/01/2024	670.00	.00		
Total 8740:			670.00	.00		
MINNESOTA PUMP WORKS						
INV023875	GRINDER PUMPS - 3	04/04/2024	8,184.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9637:			8,184.00	.00		
MISSISSIPPI WELDERS SUPPLY CO						
4277683	WELDING GAS	03/14/2024	36.00	.00		
Total 1322:			36.00	.00		
MTI DISTRIBUTING INC						
1420182-00	MOWER BLADES	03/07/2024	512.45	.00		
1420375-00	PARKS - LAWN MOWER TIRE & RIM	03/12/2024	567.52	.00		
1421451-00	TORO MOWER SPINDLE BOLTS	03/20/2024	150.79	.00		
1421466-00	MOWER BLADES	03/20/2024	191.73	.00		
Total 1330:			1,422.49	.00		
MUNICIPAL EMERGENCY SERVICES, INC.						
IN1983491	FD - ANNUAL SCBA TESTING	12/31/2023	1,108.53	.00		
IN2028075	FD - PPE TURNOUT GEAR	03/25/2024	255.36	.00		
IN2031293	FD - UNIFORM BADGE	03/31/2024	102.80	.00		
Total 8816:			1,466.69	.00		
NCPERS GROUP LIFE INSURANCE						
3/24 STMT	LIFE INSURANCE PREMIUMS	04/01/2024	144.00	.00		
Total 1619:			144.00	.00		
OLIVER, CHRISTOPHER L.						
2024 BOOT	REIMB - WORK BOOTS	03/28/2024	125.00	.00		
Total 8568:			125.00	.00		
PROLOGUE PLANNING GROUP						
2/8/24 REIMB	REIMB - PRINTING MATERIALS FOR MIGHTY DUCKS GRA	02/08/2024	60.52	.00		
3/1/24 - 3/31/24	ECONOMIC DEVELOPMENT SERVICES	03/31/2024	3,893.40	.00		
Total 10006:			3,953.92	.00		
PUMP 4 LESS						
1/24 CITY	PUBLIC WORKS - MOTOR FUEL	01/24/2024	33.34	.00		
3/24 CITY	PARKS - MOTOR FUEL	03/31/2024	19.66	.00		
3/24 CITY	PUBLIC WORKS - MOTOR FUEL	03/31/2024	35.71	.00		
3/24 CITY	STREET DEPT - MOTOR FUEL	03/31/2024	135.31	.00		
Total 8604:			224.02	.00		
QUADIENT FINANCE USA, INC						
3/24 STMT	Postage Meter Postage- B & Z	03/15/2024	42.00	42.00	04/02/2024	
3/24 STMT	Postage Meter Postage- FIRE DEPARTMENT	03/15/2024	24.00	24.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Library	03/15/2024	18.00	18.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Police	03/15/2024	42.00	42.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Sewer	03/15/2024	126.00	126.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Arena	03/15/2024	6.00	6.00	04/02/2024	
3/24 STMT	Postage Meter Postage- ANIMAL RESCUE	03/15/2024	6.00	6.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Clerk	03/15/2024	90.00	90.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Golf course	03/15/2024	18.00	18.00	04/02/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3/24 STMT	Postage Meter Postage- Lic Bur	03/15/2024	60.00	60.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Pool	03/15/2024	12.00	12.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Water	03/15/2024	126.00	126.00	04/02/2024	
3/24 STMT	Postage Meter Postage- Public works	03/15/2024	30.00	30.00	04/02/2024	
Total 9799:			600.00	600.00		
QUILLINS LA CRESCENT						
3/24 CITY	FOOD & BEVERAGES FOR ELECTIONS	03/31/2024	117.94	.00		
3/24 CITY	OIL FOR WATER SHUT-OFF VALVE	03/31/2024	16.99	.00		
3/24 CITY	LIBRARY - PROGRAM SUPPLIES	03/31/2024	49.88	.00		
3/24 CITY	GC - FOOD FOR RESALE	03/31/2024	27.48	.00		
Total 1707:			212.29	.00		
RIVER VALLEY MEDIA GROUP						
3/24 STMT	AD - CONDITIONAL USE PERMIT	03/31/2024	42.04	.00		
Total 8163:			42.04	.00		
RONCO ENGINEERING SALES INC						
3353660	BOBCAT BRUSH CUTTER ATTACHMENT	03/21/2024	144.45	.00		
3354335	BOBCAT REPAIR	03/28/2024	173.07	.00		
3354562	GC - MOWER REPAIR	04/01/2024	70.01	.00		
Total 1813:			387.53	.00		
SAM'S CLUB						
3/24 STMT	PARKS - CLEANING SUPPLIES	03/31/2024	68.88	68.88	04/02/2024	
3/24 STMT	MAINTENANCE- PAPER PLATES	03/31/2024	19.98	19.98	04/02/2024	
3/24 STMT	GC - SNACKS FOR RESALE	03/31/2024	217.17	217.17	04/02/2024	
3/24 STMT	MAINTENANCE- COFFEE	03/31/2024	27.98	27.98	04/02/2024	
3/24 STMT	CITY HALL- OFFICE SUPPLIES	03/31/2024	50.07	50.07	04/02/2024	
Total 1861:			384.08	384.08		
SCHOTT DISTRIBUTING CO., INC.						
564109	GC - BEER FOR RESALE	03/14/2024	429.90	.00		
Total 1931:			429.90	.00		
SEMLM						
2024 DUES	2024 MEMBERSHIP DUES	04/01/2024	50.00	.00		
Total 8228:			50.00	.00		
SOUTHEAST LIBRARIES COOP						
052265	LIBRARY- ILS PACKAGE AND PC SUPPORT	04/03/2024	791.52	.00		
Total 1962:			791.52	.00		
THORSON GRAPHICS LLC						
9354	MAYOR FOR A DAY GAVELS	03/21/2024	228.24	.00		
Total 8998:			228.24	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TRI-STATE BUSINESS MACHINES IN						
597326	DMV - COPY/PRINTER	03/28/2024	87.65	.00		
Total 2024:			87.65	.00		
UNITED STATES POSTMASTER						
03/24 PAST DUE	PAST DUE WATER/SEWER - SEWER	03/21/2024	32.07	32.07	03/27/2024	
03/24 PAST DUE	PAST DUE WATER/SEWER - WATER	03/21/2024	32.06	32.06	03/27/2024	
Total 2102:			64.13	64.13		
UNIVERSAL TRUCK EQUIPMENT INC						
62999	FRONT MUD FLAPS FOR 07 PLOW	03/27/2024	77.90	.00		
Total 2105:			77.90	.00		
VERIZON WIRELESS						
9960295567	B&Z - COMPUTER DATA	03/28/2024	30.02	.00		
9960295567	SEWER DEPT - DATA	03/28/2024	35.01	.00		
9960295567	PD - COMPUTER DATA & PHONE SERVICE	03/28/2024	495.09	.00		
9960295567	WATER DEPT - DATA	03/28/2024	35.01	.00		
Total 8973:			595.13	.00		
VISA						
3/24 STMT	GC - REPLACEMENT SPRAY PUMP FOR FERTILIZER SPR	03/31/2024	1,305.95	.00		
3/24 STMT	PD - TESLA CHARGE	03/31/2024	12.24	.00		
3/24 STMT	PD - TRAINING CHIEF AHLSCHLAGER	03/31/2024	90.00	.00		
3/24 STMT	PD - HOTEL FOR TRAINING K. PETERSON	03/31/2024	160.62	.00		
3/24 STMT	PD - HOTEL FOR TRAINING D. DAVEAU	03/31/2024	213.68	.00		
3/24 STMT	PD - BELLOCK & INGLETT POST LICENSE	03/31/2024	180.00	.00		
3/24 STMT	B&Z - CEU	03/31/2024	85.00	.00		
3/24 STMT	CDL ANNUAL QUERY	03/31/2024	2.50	.00		
3/24 STMT	ELECTION FOOD	03/31/2024	185.93	.00		
3/24 STMT	PD - TESLA CHARGE	03/31/2024	6.08	.00		
3/24 STMT	PD - TRAINING CONFERENCE IN ST. CLOUD R. CLARK &	03/31/2024	1,415.00	.00		
3/24 STMT	PD - INTERNET PEOPLE SEARCH	03/31/2024	75.00	.00		
3/24 STMT	PD - ID CARD FOR CHIEF AHLSCHLAGER	03/31/2024	15.99	.00		
3/24 STMT	PD - FIREARM REPAIR/MAINT	03/31/2024	183.44	.00		
3/24 STMT	PD - STORM TRAINING M. ERNSTER	03/31/2024	699.00	.00		
3/24 STMT	B&Z - MS4 TRAINING	03/31/2024	170.00	.00		
3/24 STMT	HOTEL & FUEL T. EBNER COALITION OF GREATER MN C	03/31/2024	224.14	.00		
Total 2208:			5,024.57	.00		
VISION DESIGN GROUP						
117125	QTRLY WEB SITE HOSTING FEES	04/01/2024	150.00	.00		
Total 9254:			150.00	.00		
WESTERN TECHNICAL COLLEGE						
IN14176	FD- TRAINING - C. BUEHLER & J. TARRENCE FALL 2023	12/31/2023	447.60	.00		
Total 10164:			447.60	.00		
WHKS & CO.						
50625	TA TRAIL FEASIBILITY	02/23/2024	2,389.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
50625	BASEMAP REVISIONS	02/23/2024	169.50	.00		
50625	MILEAGE	02/23/2024	281.40	.00		
50625	MONTHLY STAFF MEETING	02/23/2024	850.00	.00		
50625	SRTS APPLICATION ASSISTANCE	02/23/2024	1,020.00	.00		
50625	MC CORMICK EASEMENT	02/23/2024	148.50	.00		
Total 8290:			4,858.40	.00		
WIESER LAW OFFICE PC						
3/24 CITY	BLDG/ZNG - LEGAL FEES	03/31/2024	1,178.97	.00		
3/24 CITY	COUNCIL - LEGAL FEES	03/31/2024	1,178.97	.00		
3/24 CITY	WATER DEPT - LEGAL FEES	03/31/2024	589.49	.00		
3/24 CITY	CLERK - LEGAL FEES	03/31/2024	1,178.97	.00		
3/24 CITY	SEWER DEPT - LEGAL FEES	03/31/2024	589.49	.00		
3/24 POLICE	PD - LEGAL FEES	03/31/2024	6,598.01	.00		
Total 2361:			11,313.90	.00		
ZIEBELL'S HIAWATHA FOODS INC						
397022	GC - CLEANING SUPPLIES	03/28/2024	431.79	.00		
397022	GC - CHIPS, SNACKS, NUTS	03/28/2024	182.21	.00		
397022	GC - FOOD FOR RESALE	03/28/2024	61.51	.00		
Total 2417:			675.51	.00		
Grand Totals:			187,176.66	73,707.11		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

CERTIFICATE OF RECOGNITION

PROUDLY PRESENTED TO

Betsy Kramer

Fourth Grade - La Crescent, MN
Mayor for a Day Essay Honoree

April 8, 2024

DATE

[Signature]

SIGNATURE



CERTIFICATE OF RECOGNITION

PROUDLY PRESENTED TO

Delaney Small

Fifth Grade - La Crescent, MN
Mayor for a Day Essay Honoree

April 8, 2024

DATE

[Signature]

SIGNATURE

CERTIFICATE OF RECOGNITION

PROUDLY PRESENTED TO

Mya Michaels

Sixth Grade - La Crescent, MN
Mayor for a Day Essay Honoree

April 8, 2024

DATE

[Signature]

SIGNATURE

National Library Week 2024 Proclamation

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I Mike Poellinger, Mayor of La Crescent proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Dated this 25th day of March 2024

Mayor _____



3.3



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: April 5, 2024
RE: Commission Appointments

We are suggesting that the City Council appoint Ben Wilde to the City's Bicycle and Pedestrian Advisory Committee, and Honor DiDonato to the City's Economic Development Commission.

3.4



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *Chris*
DATE: April 1, 2024
RE: 2024 License Renewals

The City has received the following 2024 license renewals since the last City Council meeting.

2024 LICENSES RENEWALS	\$45.00	\$50.00	REC'D/
	GAS	MASSAGE	DATE
BUSINESS	INSTALLERS	TECHNICIAN	PAID
Wilkerson, Heather		X	3.22.24
Horman's HVAC LLC	X		3.27.24

The applications appear to be in order, and I would suggest that the City Council approve the license renewal applications for 2024.

3.5



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *Chris*
DATE: April 5, 2024
RE: Gambling Permit Application

The City has received the following gambling permit application:

1. Lions Club of La Crescent – Raffle date is November 1, 2024.

The application for the raffle drawing to be held at the La Crescent Area Event Center appears to be in order. I would suggest that the City Council approve the application and authorize that it be forwarded to the Minnesota Gambling Control Board.

3.6

LaCrescent Fire Department Relief Association

Memo

To: Bill Waller, City Administrator &
La Crescent City Council Members

From: Todd Hase, Treasurer

Date: 3/26/2024

Re: Fire Department Relief Association - Pension Increase

The La Crescent Fire Department Relief Association membership met on 2/13/2024 and voted to increase the members annual benefit amount from \$5,100 to \$5,400. This vote was ratified 3/12/2024 by a unanimous vote.

The LaCrescent Fire Department Relief Association now seeks the LaCrescent City Council for final approval on this matter. The Relief Association has adequate funds available to support this increase without any financial impact to the City under the given economy and market conditions.

Thank You for your support and consideration in this matter.



Todd Hase

Treasurer

La Crescent Fire Department Relief Association

#3.7



TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: April 2nd, 2024

RE: Pine Creek Restoration Project Grant Agreement

The city was awarded a Conservation Partners Legacy grant in 2023 for \$500,000 to restore sections of Pine Creek near the golf course. Attached is a grant agreement for review by the council. The DNR recommends approval of the general terms and conditions of the agreement. We recommend approval of the agreement by the City Council.

STATE OF MINNESOTA
 CONSERVATION PARTNERS LEGACY GRANT PROGRAM
 GRANT CONTRACT
 «Organization_Name»/ «Project_Name»

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and «Organization_Name», «Fiscal_Street_Address_1», «Fiscal_City», «Fiscal_State» «Fiscal_Zip_Code» ("Grantee").

Recitals

1. Under Minnesota Laws 2023, Regular Session, Chapter 40, Article 1, Section 2, Subd. 5(w), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. «Recital»
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to \$«Total_Grant_Amount_Requested» for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.

4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

4.4. **Restoration and Management Plan. Hereinafter known as R&M Plan.**

- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 *Timely written contact of Conservation Corps Minnesota.* All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 *Pollinator Best Management Practices.* Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 *Prescribed Burning on State Lands.* For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

4.8 *Revenues.* Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 *Consideration.* The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) ***Compensation.*** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) ***Travel Expenses.*** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$«Travel_instate_Grant»; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$«Total_Grant_Amount_Requested».

6.2 *Payment*

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2027**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) ***Hold Back.*** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) ***Direct Expenditures.*** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
 - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

David Stein
CPL Program Administrator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5375
david.stein@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager'	Fiscal Contact
«Project_Manager»	«Fiscal_Name»

«Title»	«Fiscal_Title»
«Mailing_Address_1»	«Fiscal_Street_Address_1»
«Mailing_Address_2»	
«City», «State» «Zip_Code»	«Fiscal_City», «Fiscal_State» «Fiscal_Zip_Code»
«Project_Manager_Email»	«Fiscal_email»
«Phone»	«Fiscal_phone»

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the

end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such

claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents.***

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents.***

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 Data Compatibility. Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 Data Availability. To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18 Accessibility and Safety

18.1 Accessibility. Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 Safety. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

- 22.1 (a) **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 22.1 (b) **Termination by the Commissioner of Administration.** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.
- 22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other

applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: _____

Date: _____

Purchase Order Number:

Contract #: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

3.8



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: 04/02/2024

Re: Engineering Agreement Pine Creek CPL Grant

Attached for your review is the engineering agreement with WHKS to begin work on the Pine Creek stream restoration project. The WinLac One Watershed, One Plan has committed \$35,000 to the city to help cover engineering costs. Approximately \$5,000 of the engineering costs will be permitting expenses. The \$5,000 in permitting costs are reimbursable with the CPL grant funds. The city will include \$20,000 in the 2025 general fund budget to cover the remaining engineering costs. Between now and the start of the project, we will continue to pursue funding to cover the \$20,000 in engineering costs the city would be responsible for. In order for the city to continue with the project and allow for construction to occur in 2025, we would suggest that the City Council approve the engineering agreement with WHKS.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of La Crescent, MN** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Pine Creek Restoration, Phase 1**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, environmental permitting, and bid phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-4 – Billed Hourly with an Estimated Fee of \$60,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

Permit fees to be paid by the Client.

Executed this _____ day of January 2024

City of La Crescent, MN

WHKS & co.

By: _____

By: _____

Printed Name: Bill Waller

Printed Name: Timothy A. Hruska, P.E., L.S.

Title: City Administrator

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project Description

The goal of this project is to restore fish habitat, stabilize banks, enhance wetland habitat, and incorporate native plantings along 3,000-feet of Pine Creek in Houston County, Minnesota. The proposed restoration work is located on City property between the Pine Creek Golf Course and County Road 6. This project is being partially funded through the MN Department of Natural Resources (DNR) Conservation Partners Legacy (CPL) Grant program. A preliminary design plan was developed in 2023 as part of the grant application process. This phase is to complete final design plans and specifications, environmental permit applications and associated agency coordination, bidding oversight, and construction administration and observation.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, preparation of invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold virtual kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Section C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend two (2) meetings for the project.

2. Stream Assessment, Topographic Survey and Research of Existing Conditions

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.
- Conduct a stream survey, including stream thalweg profile, stream water surface profile, identification of run-riffle-pool features, three representative riffle cross sections, three representative pool cross sections, and riffle pebble counts.
- Conduct a bank assessment to determine bank erosion hazard index and near-bank stress based on bank slope, vegetative cover, and root depth (known as BANCS).
- Develop project control and base map for the project.
- Locate existing underground utilities through the Gopher State One Call system.
- Collect, obtain and review relevant information from the Client.

3. Final Design

- Determine bankfull elevation and velocity based on collected field data to support design of in-stream features and bank grading.
- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. The project will be designed in accordance with the applicable Natural Resources Conservation Service (NRCS) practice standards.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP).

- Prepare opinion of probable construction cost for completed plans and specifications.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Furnish signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web-based plan room.
- Answer contractor questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.

4. **Environmental Permitting**

- Coordinate and attend one (1) virtual pre-permit application Technical Evaluation Panel (TEP) meeting to discuss potential permitting requirements with representatives from Houston County, Department of Natural Resources (DNR), Board of Water and Soil Resources (BWSR), Minnesota Pollution Control Agency (MPCA), and US Army Corps of Engineers (USACE).
- Delineate wetlands within the study area using field and desktop data. The delineation will be done according to the *1987 Corps of Engineers Manual and Midwest Regional Supplement*.
- Collect and review available data that could aid in the delineation of wetlands. These data may include historical aerial photography, soil maps, existing wetland maps, and various Geographic Information System (GIS) data sets.
- Perform a field investigation for the purposes of delineating wetlands within the project study area. Information to be collected will include plant community composition and cover, presence or absence of wetland hydrology and indicators, and hydric soil characteristics.
- Prepare a wetland delineation report. The report will include appropriate maps/aerial photos of the project area, existing wetland and soils maps, a map of the project area overlaid with the delineated wetlands (wetland boundary map), and copies of the field investigation forms. The report will include a discussion of the likely regulatory requirements based upon the delineation outcomes and the Client's proposed future land use. The wetland delineation report will be submitted to the Houston County TEP for approval.
- Attend one (1) on-site TEP meeting.
- Perform hydraulic modeling of the stream corridor in support of state and local floodplain permitting requirements for the project. Modeling will be completed using HEC-RAS software.
- Prepare a cover letter summarizing hydraulic modeling results, compile electronic copies of hydraulic model files, and prepare a no-rise certification.
- Prepare and submit joint permit application package to the MN DNR and USACE.
- Prepare and submit an antidegradation assessment to MPCA for 401 Water Quality Certification.
- Coordinate with agency representatives during permit review.

A detailed scope of services and fees will be submitted to the City of La Crescent before completion of the following items:

5. Construction Administration

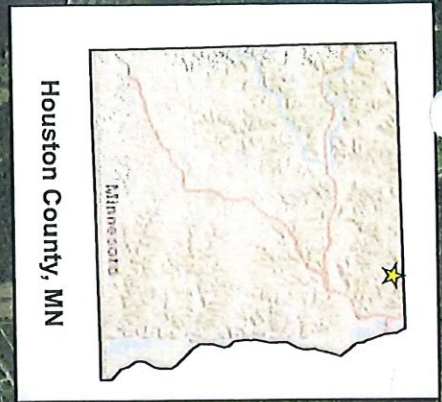
6. Construction Observation

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Wetland mitigation plans
9. Geotechnical design/recommendations
10. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
11. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
12. Attendance at additional meetings (other than those listed above)



Project Location

County 6

County 6

City of La Crescent

St. Louis St

SE 1st St

NE 1st St

W 1st St

US 101 N

US 101 S

Ill. Great River Rd

Highway 141

Highway 30

Pine Creek Stream Restoration
La Crescent, MN

Project Location





Pine Creek Stream Restoration
La Crescent, MN

Project Limits



MEMORANDUM

TO: Bill Waller, City Administrator

FROM: Tim Hruska, P.E., L.S.

DATE: April 2, 2024

RE: MnDOT Agreement for Wagon Wheel Bridge

The Minnesota Department of Transportation (MnDOT) has requested that we modify the agreement with them for the Wagon Wheel Bridge. The original Limited Use Permit (LUP) was established before the construction of the bridge. The LUP does have an expiration date of 3/1/2045 and is attached for reference. MnDOT has prepared the attached agreement for the bridge to further clarify ownership and responsibilities. We have reviewed the agreement and recommend that the City Council adopt the resolution included in the agreement.

I will be in attendance to answer any questions.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF LA CRESCENT
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>2805-74</u>
Trunk Highway Number (TH):	<u>61=003</u>
State Project Number (SP):	<u>236-090-003</u>
Federal Project Number:	<u>TA 2821 (143)</u>
Bridge Number:	<u>28024</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of La Crescent, acting through its City Council ("City").

Recitals

1. The City performed grading, aggregate base, bituminous surface, concrete curb and gutter, concrete pavement, and Bridge No. 28024 construction, and other associated construction upon, along, and adjacent to South 1st Street from Walnut Street to Street End, and upon, along, and adjacent to South Chestnut Street from Sycamore Access to Main Street according to City-prepared plans, specifications, and special provisions designated by the City and the State as State Project No. 236-090-003 and by the State as State Project No. 2805-74 (T.H. 61=003) ("Project"); and
2. The State allowed the construction of pedestrian Bridge No. 28024 and the State is willing to allow said construction; and
3. The City will own and maintain Bridge No. 28024; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 6. Liability; Worker Compensation Claims; Insurance; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved City plans, specifications, and special provisions designated by the City and the State as State Project No. 236-090-003 and by the State as State

Project No. 2805-74 (TH 61=003) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

2. Permits

- 2.1. **Limited Use Permit No. 2805-0050.** The City obtained, through the District's Right-of-Way Area Manager, Limited Use Permit No. 2805-0050 to cover the City's liability responsibilities of the trail constructed upon the State Right-of-Way.

3. Maintenance by the City

Upon execution of this Agreement, the City will provide the following without cost or expense to the State:

- 3.1. **Trails.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trails in a safe and usable condition. The Limited Use Permit further defines the City's responsibilities for the trail.
- 3.2. **Pedestrian Trail (Bridge No. 28024) over TH 61.** Ownership, maintenance, repair and reconstruction of the pedestrian trail (Bridge No. 28024). The City will perform all maintenance including, but not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, graffiti removal, signing, pavement markings, ornamental railing anchor and panel repair, painting and/or replacement of damaged ornamental metal railing panels and any other maintenance activities necessary to perpetuate the pedestrian trail bridge in a safe, usable and aesthetically acceptable condition. The State will perform periodic safety inspections of the pedestrian trail bridge and inform the City of any needed maintenance or repair. The State will invoice the City for 100 Percent of the costs of the Bridge No. 28024 inspections.
- 3.3. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Rochester and is incorporated into this Agreement by reference.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 4.1. The State's Authorized Representative will be:

Name, Title:	Gary Lovelace, District 6 Bridge Engineer (or successor)
Address:	2900 48th Street NW, Rochester MN 55901
Telephone:	(507) 286-7622
E-Mail:	gary.lovelace@state.mn.us

4.2. The City's Authorized Representative will be:

Name, Title: Bill Waller, City Administrator (or successor)
Address: 315 Main Street, PO Box 142, La Crescent, MN, 55947
Telephone: (507) 895-4668
E-Mail: bwaller@cityoflacrescent-mn.gov

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.
- 5.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims; Insurance

- 6.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 6.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 6.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment or the provision of the services covered here. Termination must be by written or fax notice to the City. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF LA CRESCENT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____

(District Engineer)

Date: _____

Approved:

By: _____

(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION 04-24-13

**A RESOLUTION APPROVING THE CITY OF LA CRESCENT TO ENTER INTO A
MNDOT AGREEMENT WITH THE STATE OF MINNESOTA, DEPARTMENT OF
TRANSPORTATION**

IT IS RESOLVED that the City of La Crescent enter into MnDOT Agreement No. 1032674 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to South 1st Street from Walnut Street to Street End, and upon, along, and adjacent to South Chestnut Street from Sycamore Access to Main Street, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

ADOPTED this 8th day of April, 2024

SIGNED:

Mayor

ATTEST:

City Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of La Crescent at an authorized meeting held on the 8th day of April, 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this 8th day of April, 2024

Notary Public _____

My Commission Expires _____

Signature

Print Name

Title

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 2805 (T.H. 61)
County of Houston
LUP # 2805-0050
Permittee: City of La Crescent
Expiration Date: 03/01/2045
Construction Agreement
#1032674

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of La Crescent, ("Permittee"), to use the area within the right of way of Trunk Highway No. 61 as shown in blue on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Recreational Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized recreational trail including a pedestrian bridge ("Facility"), designated as the Wagon Wheel Trail, and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

Pursuant to a General Obligations Bond Proceeds Grant Agreement - Construction Grant ("Grant Agreement") to be entered into between the Permittee and the Minnesota Department of Natural Resources, authorized by Minnesota laws, 2018, Ch. 214, Art. 1, Sec. 7, Subd. 16, the Permittee is providing funding for the Facility within the Area using State of Minnesota general obligation bond proceeds issued under Article XI, Section 5 (a) of the Minnesota Constitution ("G.O. Bonds"), and the use of the G.O. Bonds proceeds and use of the Facility are further subject to the restrictions imposed thereby.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 03/01/2045 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.
- (c) Any extension of the LUP will include a provision which permits MnDOT to cancel the LUP, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation; and
- (d) Any extension of this LUP will not be subject to any restriction imposed by the use of G.O. Bonds.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

If MnDOT sells or transfers the Area Pursuant to Minnesota Statutes, Section 161.43 prior to March 1, 2045, the City will pay Minnesota Management and Budget ("MMB") the bond financed share of the property sale defined as the property sale price multiplied by total general obligation bond proceeds used on the Project divided by the total project cost of the Project.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility will be addressed in Cooperative Construction Agreement No. 1032674 between the parties and shall be at no cost or expense to MnDOT, excepting as financed by S.P. 236-090-003.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. The Facility is funded by G.O. Bonds, is not needed for the trunk highway, and is therefore not part of the MnDOT's trunk highway system. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent

park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows:

to Permittee at:

315 Main St.
P.O. Box 142
La Crescent, MN 55947

and to MnDOT at:

State of Minnesota
Department of Transportation
District 6 Right of Way
2900 48th Street NW
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall defend, indemnify, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from and against:
 - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, regardless of whether such injury, death, loss or damage is caused in part by the negligence of State of Minnesota or is deemed to be the responsibility of State of Minnesota because of its failure to supervise, inspect or control the

operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person.

(b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;

(c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;

(d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and

(e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

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MINNESOTA OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: [Signature]
District Engineer

Date 4/9/19

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: [Signature]
For Director, Office of Land Management

Date 4/11/19

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

CITY OF LA CRESCENT

By: [Signature] 4/8/19

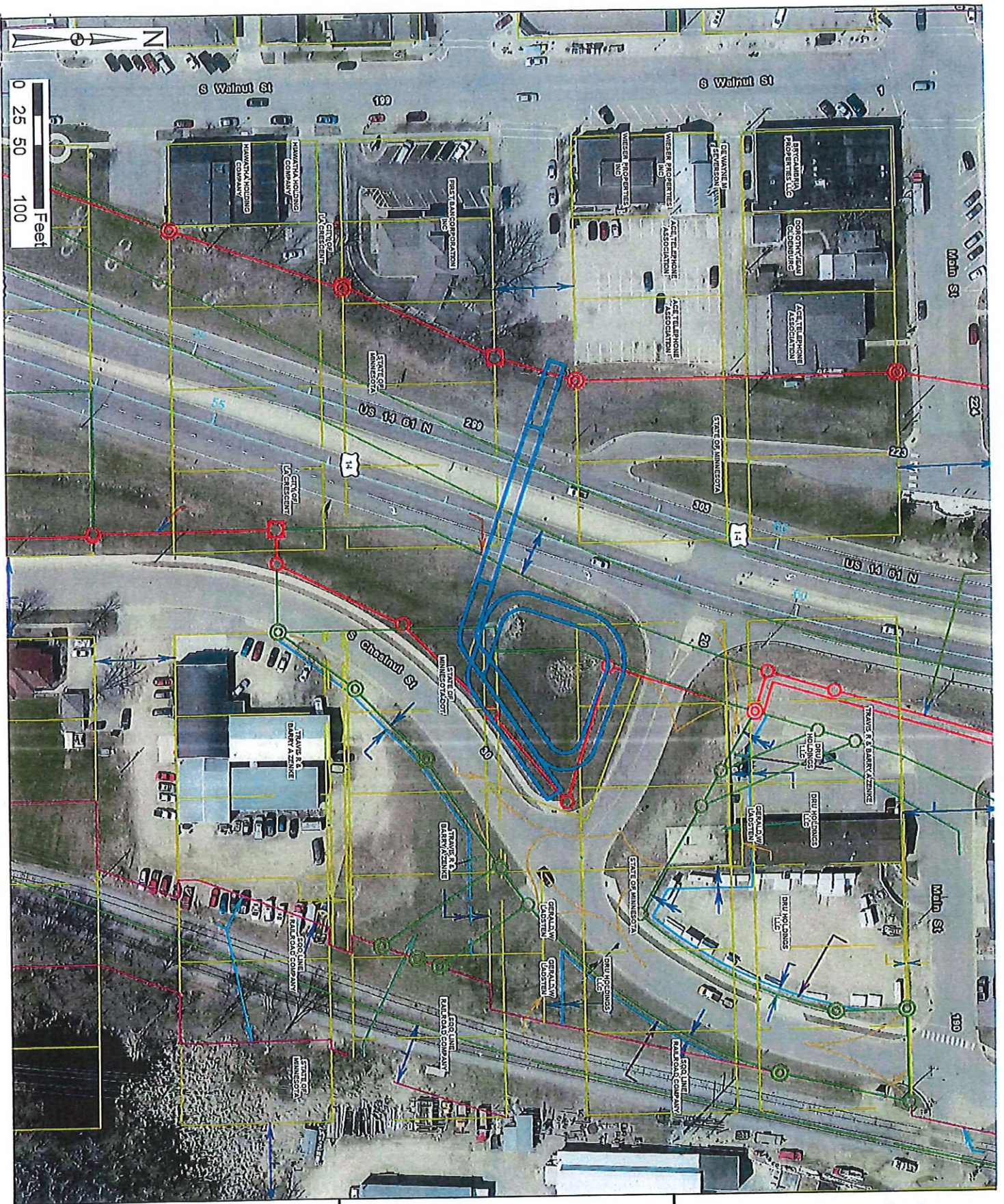
Its

Mayor

And Bill Waller 4/8/19

Its

City Administrator



WAGON WHEEL TRAIL

S.P. 2805-74 (T.H. 61 = 003)
S.P. 236-090-003
EXHIBIT A

whks

engineers + planners + land surveyors

RESOLUTION NO. 04-19-08

**A RESOLUTION APPROVING LIMITED USE PERMIT #2805-0050 WITH THE
STATE OF MINNESOTA, ASSOCIATED WITH THE CITY OF LA CRESCENT'S
THIRD PHASE OF THE WAGON WHEEL TRAIL PROJECT**

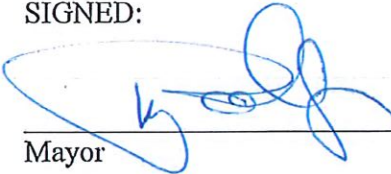
IT IS RESOLVED by the City Council of the City of La Crescent that the City is authorized to:

Approve Limited Use Permit #2805-0050 with the State of Minnesota, associated with the City's Third Phase of the Wagon Wheel Trail Project to be constructed upon, along and adjacent to Trunk Highway No. 61 within the corporate City limits of La Crescent under State Project No's. 236-090-003 and 2805-74 (T.H. 61=003).

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

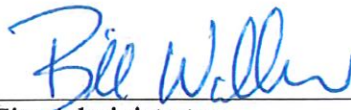
ADOPTED this 8th day of April, 2019.

SIGNED:



Mayor

ATTEST:



City Administrator

RESOLUTION NO. 04-19-08

A RESOLUTION APPROVING LIMITED USE PERMIT #2805-0050 WITH THE STATE OF MINNESOTA, ASSOCIATED WITH THE CITY OF LA CRESCENT'S THIRD PHASE OF THE WAGON WHEEL TRAIL PROJECT

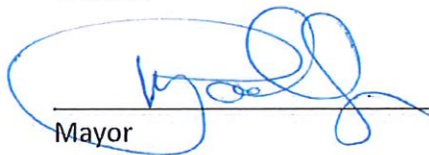
IT IS RESOLVED by the City Council of the City of La Crescent that the City is authorized to:

Approve Limited Use Permit #2805-0050 with the State of Minnesota, associated with the City's Third Phase of the Wagon Wheel Trail Project to be constructed upon, along and adjacent to Trunk Highway No. 61 within the corporate City limits of La Crescent under State Project No's. 236-090-003 and 2805-74 (T.H. 61=003).

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

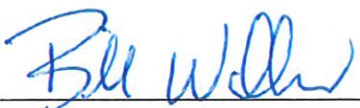
ADOPTED this 8th day of April, 2019.

SIGNED:



Mayor

ATTEST:



City Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of La Crescent at an authorized meeting held on the 8th day of April, 2019, as shown by the minutes of the meeting in my possession.

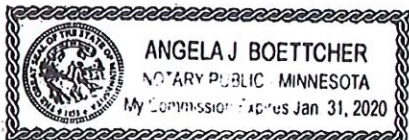
Subscribed and sworn to me this 9th day of April, 2019

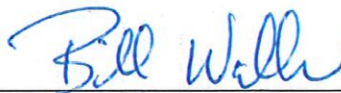
Notary Public



My Commission Expires

Jan. 31, 2020

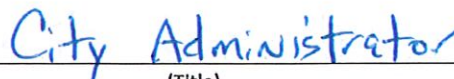




(Signature)



(Type or Print Name)



(Title)

3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: April 4, 2024
RE: Wagon Wheel Project – Phase 3 Close Out

The construction of the bicycle/pedestrian bridge is complete, and the following items are presented to the City Council in order to close-out the project:

A. That the City Council approve a final payment to Icon Construction in the amount of \$8,674.22. A memo from the City Engineer is included regarding this recommendation.

B. That the City Council approve an amendment to the professional services agreement with WHKS related to additional work that was not planned for nor included in the original scope of the project. The increase is for an additional \$20,000 in design engineering services. The exhibit that is attached to the amendment details the need for the additional design services. I would suggest that the City Council approve the amendment as presented. This cost will be included in the final payment request that will be submitted to MnDOT State Aid.

C. That the City Council approve the final payment to WHKS for professional services in the amount of \$33,854.35. This cost will be included in the final payment request that will be submitted to MnDOT State Aid.

The following is a summary of the funding that the City received for the third phase of the Wagon Wheel Improvement Project – the construction of the bicycle/pedestrian bridge:

- \$2,500,000 from the State of Minnesota's 2018 bonding bill. The funds from the State bonding bill were administered through a grant with the Minnesota Department of Natural Resources.
- \$1,000,000 from a Transportation Alternatives Program grant from the Minnesota Department of Transportation.
- \$374,850 in Municipal State Aid funds from the Minnesota Department of Transportation.

City Engineer Tim Hruska will be in attendance at the meeting to review this with the City Council.

MEMORANDUM

TO: Bill Waller, City Administrator

FROM: Tim Hruska, P.E., L.S.

DATE: April 2, 2024

RE: Wagon Wheel Bridge

Icon Construction has completed all remaining punch list items for the above project and completed all work. We are recommending final payment in the amount of \$8,674.22 to ICON Construction conditional upon receiving clearance from MnDOT's Office of Civil Rights. They are reviewing the submitted documentation for DBE goals for the project. We do not anticipate any issues with the submittal. The original bid from ICON Construction was \$3,224,056.32 and the final amount paid for the project is \$3,163,254.06.

We will be submitting a reimbursement request to MnDOT State Aid to cover the remaining funds for the project.

PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Wagon Wheel Trail - Phase 3
Project No.: 7713.06
Location: La Crescent, MN
Contractor: ICON Constructors, LLC

Bid Price + Change Orders: \$3,216,893.90
Date: Apr. 2, 2024
Estimate #: 14
% Complete: 98%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	MOBILIZATION	1	LS	\$150,000.00	1		1	\$150,000.00
2.	GRUBBING	14	TREE	\$130.00	14		14	\$1,820.00
3.	REMOVE MANHOLE	1	EACH	\$350.00			-	\$0.00
4.	REMOVE GATE VALVE & BOX	2	EACH	\$225.00	2		2	\$450.00
5.	REMOVE HYDRANT	1	EACH	\$350.00	1		1	\$350.00
6.	REMOVE WATER MAIN	10	LF	\$28.00	10		10	\$280.00
7.	REMOVE SEWER PIPE (STORM)	75	LF	\$17.00	53		53	\$901.00
8.	REMOVE CURB AND GUTTER	600	LF	\$4.00	623		623	\$2,492.00
9.	REMOVE CONCRETE PAVEMENT	260	SY	\$12.00	292		292	\$3,504.00
10.	REMOVE BITUMINOUS PAVEMENT	975	SY	\$3.00	1,039		1,039	\$3,117.00
11.	GEOTEXTILE FABRIC TYPE 5	750	SY	\$1.79	750		750	\$1,342.50
12.	COMMON EXCAVATION	480	CY	\$15.00	480		480	\$7,200.00
13.	STABILIZING AGGREGATE	175	CY	\$35.21	221.5		221.5	\$7,799.02
14.	AGGREGATE BASE (CV) CLASS 5	300	CY	\$35.21	300		300	\$10,563.00
15.	TYPE SP 12.5 WEARING COURSE MIX (2C)	250	TON	\$135.61	249		249	\$33,766.89
16.	STRUCTURAL CONCRETE (1G52)	100	CY	\$700.00	100		100	\$70,000.00
17.	STRUCTURAL CONCRETE (3B52)	403	CY	\$900.00	403		403	\$362,700.00
18.	REINFORCEMENT BARS	7780	LB	\$1.40	7,780		7,780	\$10,892.00
19.	REINFORCEMENT BARS (EPOXY COATED)	106560	LB	\$1.50	107,005.18		107,005.18	\$160,507.77
20.	STRUCTURE EXCAVATION	1	LS	\$132,000.00	1		1	\$132,000.00
21.	BRIDGE SLAB CONCRETE (3YHPC-M)	7808	SF	\$65.00	7,792		7,792	\$506,480.00
22.	ELASTOMERIC BEARING PAD TYPE 1	45	EACH	\$2,000.00	42		42	\$84,000.00
23.	EXPANSION JOINT DEVICES TYPE SPECIAL	40	LF	\$300.00	40		40	\$12,000.00
24.	PEDESTRIAN BRIDGE (SUPERSTRUCTURE)	1	LS	\$550,000.00	1		1	\$550,000.00
25.	BRIDGE APPROACH PANELS	33	SY	\$250.00	61.1935		61.1935	\$15,298.38
26.	GRANULAR BACKFILL (CV)	187	CY	\$30.00	187		187	\$5,610.00
27.	CIP CONC TEST PILE 65 FT LONG 12"	1	EACH	\$6,000.00	1		1	\$6,000.00
28.	CIP CONC TEST PILE 80 FT LONG 12"	3	EACH	\$7,000.00	3		3	\$21,000.00
29.	CIP CONC TEST PILE 65 FT LONG 16"	1	EACH	\$9,000.00	1		1	\$9,000.00
30.	CIP CONC TEST PILE 75 FT LONG 16"	2	EACH	\$10,000.00	2		2	\$20,000.00
31.	CIP CONC TEST PILE 80 FT LONG 16"	1	EACH	\$11,000.00	1		1	\$11,000.00
32.	CIP CONC TEST PILE 85 FT LONG 16"	2	EACH	\$12,000.00	2		2	\$24,000.00
33.	CIP CONC TEST PILE 90 FT LONG 16"	1	EACH	\$13,000.00	1		1	\$13,000.00
34.	CIP CONC TEST PILE 95 FT LONG 16"	2	EACH	\$14,000.00	2		2	\$28,000.00
35.	CIP CONCRETE PILING 12"	905	EACH	\$50.00	714.1		714.1	\$35,705.00
36.	CIP CONCRETE PILING 16"	2810	EACH	\$70.00	2,236.5		2,236.5	\$156,555.00
37.	18" RC PIPE APRON	1	EACH	\$1,186.00	1		1	\$1,186.00
38.	36" RC PIPE APRON	1	LS	\$2,218.00	1		1	\$2,218.00
39.	DRAINAGE SYSTEM TYPE (B910)	1	LF	\$3,000.00	1		1	\$3,000.00
40.	15" RC PIPE SEWER CLASS III	121	LF	\$79.00	119		119	\$9,401.00
41.	18" RC PIPE SEWER CLASS III	62	LF	\$75.00	58		58	\$4,350.00
42.	30" RC PIPE SEWER CLASS III	5	LF	\$320.00			-	\$0.00
43.	36" RC PIPE SEWER CLASS III	28	EACH	\$330.00	23		23	\$7,590.00
44.	CONNECT TO EXISTING STORM SEWER	3	EACH	\$900.00	2		2	\$1,800.00
45.	HYDRANT	1	EACH	\$4,715.00	1,403.143		1,403.143	\$6,615.82
46.	6" GATE VALVE & BOX	2	LB	\$2,450.00	2		2	\$4,900.00
47.	WATERMAIN FITTINGS	125	EACH	\$18.00	125		125	\$2,250.00
48.	CASTING ASSEMBLY	1	EACH	\$1,290.00	1		1	\$1,290.00
49.	ADJUST FRAME & RING CASTING	2	EACH	\$520.00	2		2	\$1,040.00
50.	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	1	EACH	\$2,308.00	1		1	\$2,308.00
51.	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	3	EACH	\$2,632.00	3		3	\$7,896.00
52.	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	1	EACH	\$5,492.00	1		1	\$5,492.00
53.	RANDOM RIPRAP CLASS III	12	CY	\$75.00	15.8		15.8	\$1,185.00
54.	CONCRETE SLOPE PAVING	79	SY	\$210.00	79		79	\$16,590.00
55.	6" CONCRETE WALK	3570	SF	\$9.50	4,057		4,057	\$38,541.50
56.	CONCRETE CURB & GUTTER DESIGN B624	550	LF	\$31.50	605		605	\$19,057.50
57.	7" CONCRETE DRIVEWAY PAVEMENT	110	SY	\$88.00	110		110	\$9,680.00
58.	CONCRETE CURB DESIGN V	55	LF	\$24.00	75		75	\$1,800.00
59.	8" CONCRETE VALLEY GUTTER	20	SY	\$102.00	20		20	\$2,040.00
60.	TRUNCATED DOMES	115	SF	\$60.00	115		115	\$6,900.00
61.	LIGHTING SYSTEM	1	LS	\$187,520.00	1.00		1.00	\$187,520.00
62.	RELOCATE SIGN	6	EACH	\$700.00	6		6	\$4,200.00
63.	ANCHORAGE ASSEMBLY TYPE 31	1	EACH	\$1,340.00	1		1	\$1,340.00
64.	END TREATMENT TANGENT TERMINAL	1	EACH	\$3,200.00	1		1	\$3,200.00
65.	TRAFFIC BARRIER DESIGN TYPE 31	212.5	LF	\$34.50	213		213	\$7,348.50
66.	INSTALL TRAFFIC BARRIER DESIGN B8307	12.5	LF	\$34.50	12.5		12.5	\$431.25
67.	WIRE FENCE DESIGN SPECIAL VINYL COATED	1138	LF	\$181.75	1,153.70562		1,153.70562	\$209,686.00
68.	TRAFFIC CONTROL	1	LS	\$8,900.00	1.00		1.00	\$8,900.00
69.	SIGN PANELS TYPE C	34.75	SF	\$85.00	34		34	\$2,890.00
70.	GEOTEXTILE WEED BARRIER FABRIC	133	SY	\$2.54	133		133	\$337.82
71.	STABILIZED CONSTRUCTION EXIT	1	LS	\$1,900.00	1		1	\$1,900.00
72.	STORM DRAIN INLET PROTECTION	7	EACH	\$125.00	2		2	\$250.00
73.	SILT FENCE TYPE MS	400	LF	\$3.00	120		120	\$360.00
74.	BOULEVARD TOPSOIL BORROW	100	CY	\$32.00	96	24	120	\$3,840.00
75.	SEEDING	0.9	ACRE	\$1,000.00	5.94445		5.94445	\$5,944.45
76.	SEED MIXTURE 25-131	190	LB	\$5.00	190		190	\$950.00
77.	LANDSCAPE ROCK	15	CY	\$88.00	23.5677		23.5677	\$2,073.96
78.	CROSSWALK MULTI COMP	180	SF	\$22.50	180		180	\$4,050.00
79.	ARCHITECTURAL ARCH	1	LS	\$129,000.00	1		1	\$129,000.00
MATERIALS ON HAND								
	LIGHTING SYSTEM - ELECTRICAL	1	LS	\$49,305.99	0		-	\$0.00
	PEDESTRIAN BRIDGE (SUPERSTRUCTURE)	1	LS	\$217,550.00	0		-	\$0.00



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Wagon Wheel Trail - Phase 3
Project No.: 7713.06
Location: La Crescent, MN
Contractor: ICON Constructors, LLC

Bid Price + Change Orders: \$3,216,893.90
Date: Apr. 2, 2024
Estimate #: 14
% Complete: 98%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
CHANGE ORDERS								
1.	ELECTRICAL SYSTEM	1	LS	-\$37,158.00	1		1	(\$37,158.00)
2.	STORM STRUCTURE - STMH 3	1	LS	-\$2,159.00	1		1	(\$2,159.00)
3.	TRAFFIC CONTROL - TEMPORARY TRAFFIC BARRIER	1	LS	\$12,043.75	1		1	\$12,043.75
9.	MISC. ITEMS - SAWCUTTING & GUARDRAIL REMOVAL	1	LS	\$1,840.95	1		1	\$1,840.95
Total Work Completed								\$3,163,254.06

\$0.00
Less Previous Payments \$3,154,579.84
Net Payment this Estimate **\$8,674.22**

Agreed to by: _____
Signature Title Date

B.



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **City of La Crescent** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **May 17th, 2019** for certain engineering services for **Wagon Wheel Phase 3 Bridge** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Aesthetic Arch for Prefabricated Truss Bridge** design services for the **Wagon Wheel Phase 3 Bridge** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Item 6 - Lump Sum Fee of \$20,000 including Expenses.

Executed this _____ day of October, 2023

City of Lacrescent

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: _____

Printed Name: _____

Title: _____

Exhibit A to Amendment No. 1

A. Project Description

The Wagon Wheel Trail Bridge is the third phase of the trail project in La Crescent, MN. The project was submitted for Transportation Alternative Program Funding in January, 2017 and has received additional funding by the State of Minnesota's bonding bill. The bridge crosses Trunk Highway 14/61 at the approximate extension of 1st Street South. The bridge is a multi-span recreational trail bridge with stub-type abutments founded on piling and includes a prefabricated truss bridge main span over Highway 61 and cast in place concrete slab spans after crossing the highway.

During the design process the final concept that was selected by the client included a decorative arch structure to enhance the bridge's aesthetic appeal on the main prefabricated truss span that crosses Highway 61. The design of the prefabricated truss span is traditionally delegated to the bridge fabricator selected by the contractor who is awarded the project for construction. As such, the design and detailing of the aesthetic arch was intended to be performed by the bridge fabrication company selected for the project by the contractor.

During the review process by the MnDOT Bridge Office, a requirement was made by MnDOT that if the aesthetic arch was included in the project, it would have to be designed and detailed as part of the main set of bridge plans. The bridge office would not allow the arch design to be delegated to the bridge fabricator after the project was awarded as part of the truss bridge design. The design of the arch was not included in the original Professional Services Agreement.

This Amendment includes design engineering services as described below in B.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-5 were previously defined in the AGREEMENT.

6. Aesthetic Arch for Prefabricated Truss Bridge

- a. Design a aesthetic steel arch structure to be included as part of the main prefabricated truss span over TH61. The arch will not be a structural component of the bridge and carry live load, but will be for decorative purposes only.
- b. Prepare plans and specifications for aesthetic arch structure.
- c. Incorporate review comments as applicable from the MnDOT bridge design office of the plans.
- d. Work with the truss bridge design and fabrication company hired by the contractor to adjust the design as required during construction to ensure compatibility with the truss bridge design.

C.

whks

engineers + planners + land surveyors

2905 South Broadway
 Rochester, MN 55904-5515
 Phone: 507.288.3923
 Federal ID: 42-0943938

November 13, 2023

Project No: 07713.06

Invoice No: 49698

Bill Waller
 City Administrator
 City of La Crescent, Minnesota
 315 Main Street
 P.O. Box 142
 La Crescent, MN 55947-0142

Project 07713.06 Wagon Wheel Phase 3 Bridge Construction

FINAL Billing

Professional Engineering Services from March 27, 2021 through October 27, 2023

Technical Services			30,373.60
--------------------	--	--	-----------

Reimbursable Expenses

Mileage & Transport		167.50	
Testing Services Expense		3,313.25	
Total Reimbursables		3,480.75	3,480.75

Total this Invoice	\$33,854.35
---------------------------	--------------------

Billings to Date

	Current	Prior	Total
Labor	30,373.60	245,186.64	275,560.24
Expense	3,480.75	37,263.33	40,744.08
Expense - Unit	0.00	8,642.27	8,642.27
Totals	33,854.35	291,092.24	324,946.59

MEMORANDUM

TO: Bill Waller, City Administrator
Tyler Benish, Public Works Director

FROM: Tim Hruska, P.E., L.S.

DATE: April 2, 2024

RE: IIJA Technical Assistance Grant Agreement

The City of La Crescent received a \$29,500 grant for technical assistance to prepare a feasibility study for the extension of a shared use path from South 14th Street to Miller's Corner from MnDOT. The feasibility study will also provide potential IIJA discretionary funding that the City can pursue in the future to fund the project. In January, the City approved an agreement with WHKS to perform the work associated with the feasibility study.

The attached agreement with MnDOT will allow the City to get reimbursed for funds expended on the project.

Recommendation

We recommend that the Council approve the attached resolution and agreement.

**STATE OF MINNESOTA
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE AND
IIJA DISCRETIONARY MATCH
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee):

City of La Crescent
315 W. Main Street
La Crescent, MN 55947
507-895-2595

Contact: Bill Waller, City Administrator

RECITALS

1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government or Tribal government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IIJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a). Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$29,500.00.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Bill Waller
City Administrator
315 W. Main St. La Crescent, MN 55947
507-895-2595
bwaller@cityoflacscent-mn.gov .

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices

of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The

Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____
(with delegated authority)

Title: State Aid Programs Manager

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
General Fund Grant	\$29,500.00
Acct 413	
Other:	
	\$
	\$
	\$
Subtotal	\$29,500.00
Public Entity Funds:	
Matching Funds	\$0.00
Other:	
	\$
	\$
	\$
Subtotal	\$0.00
TOTAL FUNDS	\$29,500.00

USES OF FUNDS

Expenses	Amount
Items Paid for with	
General Fund Grant	
Funds:	
Technical assistance provided by a consultant to identify and apply for federal transportation-related discretionary grant opportunities for the agency as documented in the force account agreement dated 2/2/2024	\$29,500.00
	\$
	\$
	\$
Subtotal	\$29,500.00
Items paid for with Non-	
General Fund	
Grant Funds:	
	\$
	\$
Subtotal	\$0.00
TOTAL PROJECT COSTS	\$29,500.00

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

From: noreply@formstack.com
To: [MN_DOT_SALTIRHELP](#); [Briese, Marc \(DOT\)](#); [Bottos, Elisa \(DOT\)](#)
Subject: IIJA Grants Technical Assistance Application
Date: Friday, October 6, 2023 2:57:10 PM

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.



Formstack Submission For: **IIJA Grants Technical Assistance Application**

Submitted at 10/06/23 2:56 PM

Name of Agency: City of La Crescent

Address of Agency: 315 Main Street
La Crescent Minnesota 55947

Name: Larry Kirch

Address: 315 Main Street
La Crescent Minnesota, MN 55947

Phone: (507) 895-4096

Email: lkirch@cityoflacrescent-mn.gov

Project Description.
Include a brief description of the project for which federal funds are being sought.:

Hire a consultant to develop an application(s) for federal funds for the extension of the Root River Trail south of La Crescent, MN to Hokah, MN and Houston , MN. With the completion of the Active Transportation Action Plan for the Mn Hwy 16 Corridor from the Wagon Wheel Bike-Ped Bridge to Miller's Corner, the next step is to apply for federal funds to construct a multi-use path/trail along the Great River Road/MRT/U.S. Bike Route

45 to Miller's Corner approximately 2 miles.

**Federal
Discretionary Grant
Program Being
Pursued.:**

RAISE, Reconnecting Communities

**Name of Federal
Awarding Agency:**

U.S. DOT - Federal Highway Administration

**State Funds
Requested for IIJA
Grants Technical
Assistance. \$30,000
is the max, and not
more than one grant
per local agency per
year. Tribes are
eligible for more
than one grant per
year.:**

30000

**Consultant, if
known. If consultant
has been selected,
include name here.
If not, write
"consultant not
selected yet." Note
that grant
agreement cannot be
executed until a
consultant is selected
and the anticipated
necessary grant
amount is known.:**

WHKS

**Anticipated start
date of consultant
contract. Note that
any consultant costs
incurred before a
state funded grant
agreement is
executed are not
eligible for re-
imbursement.:**

December 1, 2023

Anticipated closing date of federal grant opportunity. Include actual due date of federal grant application, if known. If not known, including estimated date and “(estimated).”:

February 28, 2024

Mitigate the impacts of climate change in reducing emissions or improving infrastructure resiliency.:

Constructing a multi-use path adjacent to the state highway will allow bicyclists to travel for various trip purposes without using an automobile. The multi-use path connects population centers with trails between Wisconsin and Minnesota along the Great River Road. Minnesota Highway 16 serves as the Mississippi River Trail/U.S. Bicycle Route 45. Creating a safer corridor for bicyclists will reduce the number of automobiles ferrying bicycle to the Root River Trail Head 21 miles away.

Provide benefit to areas of persistent poverty or historically disadvantaged communities.:

There are several underserved communities in the city in two mobile home parks. Neither has acceptable access to safe bicycling and pedestrian infrastructure in this corridor. The closest mobile home park to this project is the Kistler Court MHP and the residents have no bicycle or pedestrian access to their neighborhood from the rest of the city.

Improve safety for all users.:

The highway does not accommodate pedestrians and only accommodates the most experienced and intrepid bicyclists. The facility will be constructed so that all ages and all abilities can use this facility. Creating a separated bicycle and pedestrian facility in this high-speed constrained corridor will improve safety for vulnerable users as well as all users of the highway.

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION 04-24-14

**State Funded Program for IIJA Discretionary Grant Assistance
Terms and Conditions
SAP 236-589-001
April 8, 2024**

WHEREAS, the City of La Crescent has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$29,500 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of La Crescent does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

ADOPTED this 8th day of April, 2024

SIGNED:

Mayor

ATTEST:

City Administrator

3.12



MEMORANDUM

TO: Mayor, City Council Members

FROM: Larry Kirch, Community Development Director 

DATE: April 8, 2024

SUBJECT: Approval of Grant Agreement - Minnesota Amateur Sports Commission James Metzen Mighty Ducks Grant

The Minnesota Amateur Sports Commission has approved a \$27,800 grant to assist the city in funding life-safety improvements to the ice arena that are necessary for eventual conversion to a new ice system from the current R-22 system. This grant complements the city's request for State Bonding Bill funds for the ice system replacement but can be done as a stand-alone project prior to the larger project being undertaken. Attached is a copy of the resolution from the Minnesota Amateur Sports Commission, the Grant Agreement and Grant Instructions. The City Attorney has reviewed the standard State of Minnesota Mighty Ducks Grant Agreement.

Staff is requesting a motion to approve the Grant Agreement with the Minnesota Sports Commission in the amount of \$27,800 with a project match of \$14,800 from the city's 2024 general fund recreation budget and \$13,000 from Lancer Youth Hockey for a total of \$27,800.

APPENDIX A
Opinion of Probable Project Costs - Ice System Evaluation Study
La Crescent Community Ice Arena
La Crescent, Minnesota
 B32 File No. 900.22.469



Date 2.15.23

Table 4 - Refrigeration Room Improvements Cost Estimate

1. Costs are in 2024 dollars

2. Costs include: escalation, general conditions, ice rink contractors profit, insurance, bonds

Item	Cost Estimate ¹
1. Install gas monitor system	\$15,000
2. Verify ex. mechanical ventilation system serving the refrigeration room meets current code requirements	\$2,000
2. Install one (1) emergency stop switch for the refrigeration system and one (1) ventilation override switch	\$5,000
3. Install life safety signage on both access doors as required by code	\$600
4. Replace all pressure relief valves	\$6,000
5. Install one (1) eyewash shower station	\$10,000
Subtotal of estimated construction costs	\$38,600
Estimate, design and constr. Contingency (20%) ¹	\$7,720
Total estimated construction costs	\$46,320
Engineering, legal, financial and administrative (20%) ¹	\$9,264
Total estimated project costs (2024)	\$55,584
Adjusted Costs for 2025 ²	\$60,031
Adjusted Costs for 2026 ²	\$64,833

CITY OF LA CRESCENT

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Growing from River to Ridge



MINNESOTA

AMATEUR SPORTS COMMISSION

MINNESOTA AMATEUR SPORTS COMMISSION
James Metzen Mighty Ducks Grant Program Award Resolution
(March 13, 2024)

WHEREAS the Minnesota Legislature authorized the Minnesota Amateur Sports Commission (MASC) to administer the \$2.0 million James Metzen Mighty Ducks Grant Program as per the 2020 Laws of Minnesota 240A.09, and

WHEREAS the MASC was authorized to award grants for arena air quality and R-22 replacement, and

WHEREAS the MASC awarded 10 grant applications totaling \$1,115,365 in 2021, and

WHEREAS the MASC published a Grant Request for Proposal in the State Register on December 18, 2023, with a February 13, 2024, deadline, and

WHEREAS, the MASC Mighty Ducks Grant Committee has reviewed the 12 applicants totaling **\$2,632,307** in requests and recommends the following to the MASC.

THEREFORE, BE IT RESOLVED that the following James Metzen Mighty Ducks Grants be awarded to 7 applicants in the total amount of **\$884,635**:

ISD-700	\$25,000
La Crescent, City of	\$27,800
Moose Lake, City of	\$166,367
Hastings, City of	\$166,367
Mankato, City of	\$166,367
Apple Valley, City of	\$166,367
Thief River Falls, City of	\$166,367

THEREFORE, BE IT FURTHER RESOLVED that the grant awards are conditional upon applicants meeting MASC and the State of Minnesota laws and guidelines as well as the Capital Grants Manual prepared by Minnesota Management and Budget (MMB) in cooperation with the Department of Administration, Department of Employment and Economic Development, and Department of Education.



MINNESOTA

AMATEUR SPORTS COMMISSION

General Obligation Bond Proceeds

**Grant Agreement - End Grant
for the**

**La Crescent Community Arena
Project**

under the

**James Metzen Mighty Ducks Grant
Program**

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General Obligation Bond Proceeds
Grant Agreement – End Grant
for the
La Crescent Community Arena
Project
under the
2023 James Metzen Mighty Ducks Grant Program

THIS AGREEMENT shall be effective as of March 25th, 2024, and is between City of La Crescent (the “Public Entity”), and the State of Minnesota, acting through the Minnesota Amateur Sports Commission (hereinafter MASC).

RECITALS

A. The MASC is empowered to promote the development of proposals and award grants to communities for the purpose of improving indoor air quality in ice centers and eliminating R-22 refrigeration system in ice centers (hereinafter the James Metzen Mighty Ducks Grant Program) under the authority granted by Minn. Stat. § 240A, Section 9 and all rules related to such legislation.

B. Under the James Metzen Mighty Ducks Grant Program, the MASC is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the James Metzen Mighty Ducks Grant Program, the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the MASC in which the Public Entity requests a grant from the James Metzen Mighty Ducks Grant Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the MASC for a receipt of a grant from the James Metzen Mighty Ducks Grant Program in an amount of \$ 27,800, the proceeds must be used by the Public Entity to perform those functions and activities imposed by the MASC under the James Metzen Mighty Ducks Grant Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the MASC.

F. Under the provisions contained in the 2020 Fifth Special Session Chapter 3, Article 1, Sec. 13, Subd. 4, the Public Entity has been given the authority to perform those functions and activities required of it under the James Metzen Mighty Ducks Grant Program and, if applicable,

delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the MASC.

G. The Public Entity's receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the MASC desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the James Metzen Mighty Ducks Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the La Crescent Community Arena Project under the James Metzen Mighty Ducks Program, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means La Crescent Community Arena, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only*

needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ _____ or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Houston, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the*

Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☐ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☐ Renovation of the Facility.
- ☐ _____ «12»
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such

budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will

result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is ____ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set

against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 2 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have

executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with

state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess

monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are

approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds; the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions

necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order.

In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI

DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Disbursement of Grant. Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 Conditions Precedent to Disbursement of Grant. The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions

contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion

of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real

Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that

exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means

Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C; (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater

facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

Name BILL WALKER
Position CITY A-D
City _____, MN ZIP _____
Attention: «13» BILL WALKER

To the State Entity at:

Minnesota Amateur Sports Commission
1750 105th St. NE
Blaine, MN 55449
Attention: Jayme Murphy & Shannon Holbrook

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project: 27,800

(If there are no matching funds requirements then insert the word "NONE".)

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.

- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to

perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 Additional Requirements. The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the La Crescent Community Arena under the James Metzen Mighty Ducks Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of La Crescent _____,

By: _____

Its: _____

Dated: _____, _____

And: _____

Its: _____

Dated: _____, _____

STATE AGENCY:

Minnesota Amateur Sports Commission,

By: Todd Johnson

Its: Executive Director

Dated: _____, _____

#3.13



MEMORANDUM

TO: Mayor, City Council Members

FROM: Larry Kirch, Community Development Director 

DATE: April 8, 2024

SUBJECT: Project Update - MnDOT Local Road Improvement Program (LRIP) Letter of Award for Walnut Street/Walnut Place

Attached is a copy of a letter from MnDOT awarding the city a 2024 LRIP grant for \$1.5 million dollars for Walnut Street. At a future council meeting a grant agreement will be presented for council consideration. The city is filing a MnDEED Small Cities Development Program Grant by April 17th for Streetscaping (\$600,000 plus city match). The city is also hopeful that its Bonding Bill Application will be received favorably and awarded later in May as part of the funding package needed for the reconstruction and reimagining Walnut Street/Walnut Place corridor. The goal of the project is to connect the downtown with the Great River Road as well as connecting the Hotel, Event Center, Veterans Park to the downtown and South 3rd Street as part of an overall downtown revitalization project consistent with the city's Downtown Vision and Strategy Plan.

April 1, 2024

Larry Kirch
City of La Crescent
315 W Main Street
La Crescent, MN 55947

Re: 2023 Local Road Improvement Program Project Selection

Dear Larry Kirch,

Thank you for your application submittal under the 2023 Local Road Improvement Program (LRIP) solicitation. The Walnut Street /Walnut Place project in City of La Crescent was selected for Local Road Improvement Program funds appropriated by the legislature in 2023. We have identified up to \$1,500,000.00 in LRIP funds for this project.

Enclosed is a State Fund Grantee User Guide that provides a summary of the process for developing and delivering a state grant bond or general funded project. Your first step will be to request a State Aid Project (SAP) number for this project if you don't already have one (or SP number if you also have federal funding). Please work with your district state aid engineer (DSAE) on next steps and throughout the project development process. Please email the SAP/SP number to me immediately after it is issued.

Following are a few other important notes:

- Items that are eligible for LRIP funds include reasonable elements associated with roadway construction, including basic landscaping and turf establishment. Landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work. Additionally, work on trunk highways or on trunk highway right of way is not eligible.
- Your agency will be required to execute an LRIP grant agreement prior to construction, which includes certification of right of way ownership by the agency and a resolution agreeing to finance any costs in excess of the grant amount before the grant can be authorized for reimbursement.
- The plan and engineer's estimate need to be developed with a separate a column that identifies LRIP participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate LRIP participating columns on the engineer's estimate for each agency. Additionally, if this is the case, separate LRIP grant agreements will be required with each agency that will ultimately own bond or general funded improvements.
- Design standards:
 - Work on State Aid routes are subject to State Aid standards
 - Work on non-state aid routes will need to adhere to design standards as identified in [MnDOT State Aid Rules](#), the American Association of State Highway and Transportation Official (AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards as identified by the DSAE. Please consult with your DSAE to determine the appropriate design standards for your project.
- The DSAE will need to review, approve, and sign plans prior to advertising the construction contract.

- After DSAE plan approval, you will need a funding letter from the State Aid Programs office before advertising the construction contract. The LRIP amount in the funding letter will be based on a review of eligible items in the engineer's estimate.
- The State Aid Programs office will provide additional instructions for assembling and executing the LRIP grant agreement as part of the delivery of the funding letter.
- The final LRIP amount as included in one or more LRIP grant agreements will be based on the low bid documents. The LRIP grant amount is typically capped.
- The LRIP grant agreement should be fully executed before construction begins.

If you have questions, please contact me, Rashmi Brewer at rashmi.brewer@state.mn.us. I will be your primary contact for this LRIP grant selection.

Sincerely,



Rashmi Brewer, P.E.
State Aid State Programs Engineer

copy: Fausto Cabral, District 6 State Aid Engineer
enclosure: State Fund Grantee User Guide

#3.14



MEMORANDUM

TO: Mayor, City Council Members

FROM: Larry Kirch, Community Development Director 

DATE: April 8, 2024

SUBJECT: Minnesota Association of Convention and Visitors Bureaus (MACVB) Annual Meeting to be in La Crescent October 2-4, 2024

Explore La Crosse has been working on having the annual MACVB meeting in La Crescent ever since the Best Western Plus was constructed. Explore La Crosse was successful and the meeting is to be held on October 2-4 this Fall. Explore La Crosse is working with the city, the Chamber of Commerce and Tourism and also involving the Houston County EDA in preparing for the meeting.

The attendees will have a chance to go on the La Crosse Queen but also have an evening or two to patronize local restaurants and businesses. On Thursday, October 3rd, attendees will return from the La Crosse Queen and experience a taste of La Crescent and Houston County. Stay tuned as details are still being worked out with the Event Center, Explore La Crosse, the Chamber, city and county on how to best involve city establishments and also other businesses from throughout Houston County.

Larry Kirch

Subject: Minnesota Association of Convention and Visitors Bureaus

I am excited to share the news that Explore La Crosse, in collaboration with the Best Western Plus and La Crescent Area Event Center, has been selected to host the Minnesota Association of Convention & Visitors Bureau's (MACVB) Annual Meeting from October 2-4, 2024. This event will bring together approximately 100 tourism industry professionals from around the state of Minnesota for a series of engaging activities, education sessions and networking opportunities.

Key Event Details: Dates: October 2-4, 2024

Activities:

- Board of Directors Meeting
- Education Sessions
- Dinner & Activities
- Evening Networking Opportunities

This is a significant opportunity and reflects the strong partnerships we have established with the Best Western Plus and La Crescent Area Event Center. The event will not only highlight our beautiful location but also provide a platform for knowledge sharing and collaboration within the tourism industry.

Our team will play a crucial role in ensuring the success of this event. As we prepare for the MACVB Annual Meeting, here are some key action items:

Logistics and Coordination: Work closely with the Best Western and La Crescent Area Event Center teams as well as the La Crescent Chamber to ensure seamless logistics and coordination for all scheduled activities.

Hospitality and Guest Experience: Enhance the overall guest experience by focusing on hospitality, attendee comfort and efficient event flow.

Promotion and Marketing: Collaborate with MACVB and our partners to promote the event, highlighting the unique offerings of our region and venues.

Networking Opportunities: Create additional networking opportunities to facilitate meaningful connections among attendees.

Feedback and Improvement: Collect feedback during and after the event to identify areas for improvement and gather insights for future hosting opportunities.

This is an excellent opportunity to display our destination, especially the City of La Crescent, and reinforce our position as a premier destination for leisure and business travel. We look forward to working together to make the MACVB Annual Meeting in October 2024 a memorable and successful experience for all participants. If you have any questions or suggestions, please feel free to reach out!

Ben Morgan

Director of Group Sales & Sports
Servicing

explore
LA CROSSE
.com

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123 7th Street South
La Crosse, WI 54601
t: (608) 782-2220
e: morgan@explorelacrosse.com

ExploreLaCrosse.com



3.15



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: April 4, 2024
RE: Personnel Committee Recommendations

The Personnel Committee has the following recommendations for consideration by the City Council:

1. The Personnel Committee is recommending that the City Council accept Doug Goede's resignation as a Groundskeeper at Pine Creek Golf Course. A copy of Mr. Goede's resignation letter is included.
2. The Personnel Committee is recommending that the City Council hire Colton Boettcher as a Groundskeeper at Pine Creek Golf Course to fill the vacancy created by Doug Goede's resignation. Pursuant to the terms of the Union contract, Mr. Boettcher will serve a 120-calendar day probationary period. A letter from the Golf Course Superintendent regarding this recommendation is also included.

For City Council information, Mr. Boettcher is the son of City Clerk Angie Boettcher. This hiring would not violate the City's policy on the employment of immediate relatives to avoid conflict of interest. Ms. Boettcher would not have the authority to supervise, appoint, remove, discipline, evaluate performance and/or direct and assign work, and she will not be responsible for auditing the work of Mr. Boettcher.

Date: March 26th, 2024

To: Pine Creek Golf Course

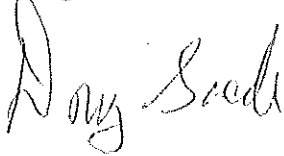
From: Doug Goede

Dear Pine Creek Golf Course

Please accept this letter as my formal notification of my resignation at Pine Creek Golf Course in La Crescent. I have chosen to pursue other endeavors which will not allow time for me to work an appropriate number of hours. I enjoyed my time of employment at the course and the people I worked with.

Sincerely,

Doug Goede

A handwritten signature in cursive script that reads "Doug Goede". The signature is written in dark ink and is positioned below the printed name "Doug Goede".

Date: April 2nd, 2024

To: La Crescent City Council

From: Roy Lemke

To La Crescent City Council and Personnel Committee

I am writing to recommend Colton Boettcher for the open position of Groundkeeper at Pine Creek Golf Course.

Mr. Boettcher has many assets that will be beneficial to Pine Creek Golf Course and will represent the City of La Crescent in a professional manner. Mr. Boettcher has two years of experience at Valley High Golf Club maintaining the course, as well as managing club house operations. That experience along with his studying of Recreation and Tourism at Winona State University will be extremely valuable to guiding the course forward with new insight into operations.

I have known Mr. Boettcher to be disciplined, optimistic and persistent with a great sense of ambition to get the job done. Mr. Boettcher grew up in La Crescent and is well respected throughout the community while knowing many of the residents as well.

Please do not hesitate to contact me at (507)313-6742 if you have any other questions regarding Colton.

Regards,

A handwritten signature in black ink, appearing to be 'RL' or 'Roy Lemke', written in a cursive style.

Roy Lemke

Superintendent

3.16



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: April 5, 2024
RE: Review Solar Garden Subscription Agreement

The City Attorney will review a recent Public Utilities Commission decision and the impact on future solar allocations from the City's solar garden subscription agreement.

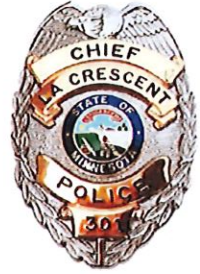
#3.17



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



March 27, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

**RE: Big Bikes for Little Tikes Event – Schmitty’s Time-out Tavern, La Crescent, MN
Saturday May 18th, 2024 12 PM – 6 PM**

95.7 The Rock is looking to host a post ride event for Big Bikes for Little Tikes at Time Out Tavern on Saturday May 18th.

They are looking to put up a 30x60 tent behind the Time Out Tavern, in the parking lot, directly across from the volleyball court. They would use this tent for welcoming motorcycle riders, serving brats, door prize announcement, music (simple PA System), etc after the ride.

The tent would go up on Friday May 17 and be removed on Sunday May 19. They would also have 3 portables and a handwashing station delivered to be set up near the tent on the backside of the lot. Those would be delivered on Friday May 17 and removed on Monday May 19.

They would set up for event starting at 12pm. Riders would arrive starting at 3pm and the event would end by 6pm. Clean up would immediately follow.

They would like to use the rest of the back lot behind Schmitty’s (as well as overflow in the park parking lot) for motorcycles to park during 3-6pm event only.

I checked-in with Event Center & Swing Bridge representatives (Debbie Hosch & Tiffany Farrell) to inquire about any potential conflicts. They reported there were no events scheduled for May 18th and took no issue with the event being held.

Note: The police department would post “no parking” signs in the parking lot areas requested to be utilized for the event. An officer would post the designated areas during the early morning hours of Friday, May 17th.

Sincerely,

Luke M. Ahlschlager
Chief of Police

La Crescent Outdoor Performance Venue

#6.1

'Creating Community Connections through Enjoyment of the Arts'

03.25.2024 Update

Welcome to our latest edition of the La Crescent Live Newsletter! We Love It Here!

When everyone else was hibernating over the winter, your Steering Committee was busy planning the 2024 Summer Concert Series and continuing plans for an Outdoor Performance Venue. We have so many exciting updates to share with you! Our progress is only possible because of your support last year as we launched our mission: *Creating Community Connections Through Enjoyment of the Arts*.

We evaluated our 2023 events with the goal of enhancing your experience. We are happy to announce that all performances this year will be held in one location on the same day of the week!

Five FREE family-friendly concerts will take place on Wednesday evenings at 322 South 1st Street in the City-owned green space behind the library. A temporary concert space is being created with you in mind and we can't wait to experience live music with you in the heart of La Crescent!

We have so many people to thank for believing in our vision; our sponsors, volunteers, service groups, local businesses, and especially every community member who came out to support our events!

Marketing & Communications/Finance & Fundraising:

We continue to work with the amazing Metre Agency to promote our Summer Concert Series through our website and social media. You can help by sharing our website and Facebook page with your family and friends. [La Crescent Live Facebook](#) We couldn't be more excited about the lineup of music we've carefully selected! From bluegrass, to folk, to country, and classic rock, there will be something for everyone to enjoy. Visit www.lacrescentlive.org for all the details, dates and times.

Facility Design/Site Selection/Construction:

We continue to work closely with the City of La Crescent to plan for a permanent Outdoor Performance Venue in the heart of La Crescent. You may have heard that plans are underway for a new Library, City Hall and Police Department in La Crescent. The Outdoor Performance Venue will enhance those City plans and fits in with the City's strategic plan for downtown development. We will share more information throughout the summer and let you know when we are ready to launch our capital campaign.

Long-Term Sustainability/Event Planning:

SAVE THE DATE: We are excited to announce a **Summer Concert Series Kick-off Social Event on Friday, April 12th at 5:30 p.m. at the Wieser Park Pavilion**. We can't wait to share more details with you and **thank you** for your ongoing support!

CONTACT US at friendsoflcopv@gmail.com OR reach out to one of our Steering Committee members to:

- ASK questions.
- VOLUNTEER to help at an event.
- SHARE your passion for the Arts by joining our Steering Committee.

Steering Committee members: Randy Rosenberg, Vanessa Machado, Dave Ebner, Patti Martell, Chris Fortsch, Dean Bergstrom, Monica Holman, Jeff Jewell, Ron Wilke, Teresa O'Donnell-Ebner

6.2

TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: March 25th, 2024

RE: Kistler and Old Hickory Park Lighting

Outreach to Xcel Energy has resulted in the installation of new LED lighting fixtures in the playground and park areas of both Old Hickory and Kistler Park. The new LED lighting replaces old metal halide lighting. The update will result in an estimated 75% reduction in electricity use. This work was performed at no cost to the city. The new lights are dark sky compliant with fully shielded light fixtures.