

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
MAY 28, 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 – MAY 13, 2024
- 1.2 BILLS PAYABLE THROUGH MAY 24, 2024

2. PUBLIC HEARING/MEETING

5:00 - SMALL CITIES DEVELOPMENT PROGRAM

3. ITEMS FOR CONSIDERATION

- 3.1 DEED REDEVELOPMENT GRANT AGREEMENT –
31 SOUTH WALNUT STREET PROJECT
- 3.2 31 SOUTH WALNUT STREET DEVELOPERS AGREEMENT
- 3.3 REVIEW FUTURE STREET IMPROVEMENT PROJECTS
- 3.4 UPDATE ON CITY LOT SALE/LEASE AGREEMENT - LYH
- 3.5 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.6 AUTHORIZE CAPITAL EXPENDITURE
- 3.7 APPLEFEST 5K REQUEST
- 3.8 2024 APPLEFEST PARADE REQUEST
- 3.9 FATHER'S DAY CRUISE FOR A CAUSE
- 3.10 LIQUOR LICENSE TRANSFER

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT
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336 SOUTH FIRST STREET
MAY 28, 2024
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5. MAYOR'S COMMENTS

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE
UPDATES**

- 6.1 BICYCLE/PEDESTRIAN COMMITTEE MINUTES – 4/25/24
- 6.2 PARK & RECREATION COMMISSION MINUTES – 4/20/24
- 6.3 EXPLORE LA CROSSE
- 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

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MAY 13, 2024

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of May was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, May 13, 2024.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Cherryl Jostad, Teresa O'Donnell-Ebner, and Mayor Mike Poellinger. Member Dale Williams arrived at 5:03 pm. Members absent: Ryan Hutchinson. Also present were, City Attorney Skip Wieser, Public Works Director Tyler Benish, City Engineer Tim Hruska (via Zoom), Sustainability Coordinator Jason Ludwigson, and City Clerk Angie Boettcher.

Also present were Library Director Jess Witkins, La Crescent Police Chief Luke Ahlschlager, and Police Corporal Roth Clark.

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – APRIL 22, 2024
- 1.2 BILLS PAYABLE THROUGH – MAY 10, 2024

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger 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 Jostad, as follows:

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Mike Poellinger	Yes

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

ITEM 3.1 – 2023 LIBRARY ANNUAL REPORT

City of La Crescent Library Director, Jess Witkins reviewed the 2023 Library Report with City Council. This was informational only, no action required.

ITEM 3.2 – LIBRARY – SUMMER READING PROGRAM REQUEST

Library Director Jess Witkins requested approval from City Council for use of the City lot behind the library as well as the City parking lot on Friday, July 26, 2024, from approximately 12:00 pm – 9:00 pm to host a Family Fun Night “Lot Party” with the La Crescent Community Building as an alternate site in case of rain. Ms. Witkins is also requesting partial closure of the alleyway to ensure community safety and access to the library building for restrooms and services, use of fifteen (15) picnic tables, large garbage bins, outdoor extension cords & power strips as needed. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE LA CRESCENT LIBRARY THE USE OF THE CITY LOT AND PARKING LOT LOCATED BEHIND THE LIBRARY ON FRIDAY, JULY 26, 2024 FROM APPROXIMATELY 12:00 PM TO 9:00 PM TO HOST A FAMILY FUN NIGHT “LOT PARTY” WITH THE LA CRESCENT COMMUNITY BUILDING AS AN ALTERNATE SITE IN CASE OF RAIN ALONG WITH PARTIAL CLOSURE OF THE ALLEYWAY TO ENSURE COMMUNITY SAFETY AND ACCESS TO THE LIBRARY RESTROOMS, FIFTEEN PICNIC TABLES, LARGE GARBAGE BINS, AND OUTDOOR EXTENSION CORDS AND POWER STRIPS.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.3 – SCHOOL ZONE SPEED LIMITS

City of La Crescent Police Chief Luke Ahlschlager requested City Council approve the establishment of a School Speed Zone around the four schools in the City. A School Speed Zone is a designated area where school speed limits shall be in effect when children are present, going to, or leaving school during opening or closing hours or school recess periods. City Engineer Tim Hruska was in attendance (via Zoom) to answer any questions. The proposed School Speed Zone would extend from the following:

La Crescent-Hokah Elementary School

- South Oak Street (north & south) from South 4th Street to South 6th Street covering approximately 872 feet.

- South Elm Street (north & south) from South 4th Street to South 6th Street covering approximately 872 feet.
- South 4th Street (east & west) from South Oak to South Elm Street covering approximately 475 feet.
- South 6th Street (east & west) from South Oak to South Elm Street covering approximately 475 feet.

La Crescent-Middle/High School

- Lancer Blvd (north & south) from South 12th Street to South 14th Street covering approximately 857 feet.
- South 14th Street (east & west) from Lancer Blvd. to Spruce Drive covering approximately 1,381 feet.

Crucifixion School

- South Oak Street from the South 3rd Street alley north to South 1st Street covering approximately 450 feet.
- South Elm Street from the South 3rd Street alley north to South 1st Street covering approximately 450 feet.

La Crescent Montessori School

- South 11th Street to South 14th Street covering approximately 1,109 feet on South Oak Street (north & south).

The La Crescent Police Department has been working with the Houston County Engineer and the Houston County Commissioners to be able to implement the school zones on Elm Street.

The recommended speed limit within the designated zones is as follows:

School Zone Speed Limit: The speed limit should be reduced to 20 miles per hour “*when children are present*”. This speed reduction will allow motorists ample time to react to potential hazards and ensure a safer environment for students and all pedestrians.

Speed Zone Signage: The school speed limit shall be effective upon the erection of appropriate signs (when children are present) designating the speed and indicating the beginning and end of the reduced speed zone. Any speed over such posted school speed limit is unlawful. Signs will be placed by the local authorities on those streets and highways under their respective jurisdictions and by the commissioner of transportation on trunk highways.

Awareness Campaign: A comprehensive awareness campaign should be initiated in collaboration with the school administration, local media, and community organizations. This campaign will educate residents and motorists about the importance of the School Speed Zone and the need to exercise caution around our schools.

Enforcement: It is vital to rigorously enforce the School Speed Zone to ensure compliance with the reduced speed limit. Patrol officers will actively monitor the area during school hours to deter speeding and ensure compliance with the reduced speed limit.

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

MOTION TO APPROVE THE IMPLEMENTATION OF SCHOOL SPEED ZONES AROUND THE FOUR SCHOOLS LOCATED IN THE CITY AS PROPOSED TO BE IN EFFECT WHEN CHILDREN ARE PRESENT, GOING TO, OR LEAVING SCHOOL DURING OPENING AND CLOSING HOURS OR SCHOOL RECESS PERIODS.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.4 – PERSONNEL COMMITTEE RECOMMENDATIONS

City Council reviewed the following recommendations for approval from the Personnel Committee:

1. The Personnel Committee recommends that the City Council accept Kaylee Inglett's resignation as a Police Officer effective July 25, 2024. A letter from the Police Chief regarding this recommendation was included.
2. The Personnel Committee recommends that the City Council authorize advertising for a Police Officer to fill Officer Inglett's vacancy, with a hiring recommendation to be presented at a future City Council Meeting.

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

MOTION TO APPROVE THE RESIGNATION OF POLICE OFFICER KAYLEE INGLETT EFFECTIVE JULY 25, 2024, AND AUTHORIZE ADVERTISING FOR A POLICE OFFICER TO FILL OFFICER INGLETT'S VACANCY, WITH A HIRING RECOMMENDATION BEING PRESENTED AT A FUTURE CITY COUNCIL MEETING.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.5 – REQUEST TO CLOSE ALLEY – 31 SOUTH WALNUT STREET

Public Works Director Tyler Benish reviewed with City Council for approval a request from Bryce Nolop to close the alley and sidewalk adjacent to his property at 31 South Walnut Street for redevelopment. Demolition and construction will be in the alley and the sidewalk will need to be removed to connect the utilities and install footings. The closure would begin May 29th and is anticipated to end August 23rd, 2024. The Police and Fire Departments have reviewed the request and are agreeable to closing the alley. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE CLOSURE OF THE ALLEY AND SIDEWALK ADJACENT TO BRYCE NOLOPS PROPERTY LOCATED AT 31 SOUTH WALNUT STREET FOR REDEVELOPMENT INCLUDING DEMOLITION AND CONSTRUCTION IN THE ALLEY AND SIDEWALK WITH THE CLOSURE BEGINNING MAY 29TH AND ENDING AROUND AUGUST 23RD, 2024.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.6 - NATIONAL BIKE MONTH PROCLAMATION

City Sustainability Coordinator Jason Ludwigson reviewed with City Council for approval a proclamation recognizing May 2024 as National Bike Month in the City of La Crescent. The proclamation was amended prior to the meeting due to an error. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE AMENDED MAY 2024 NATIONAL BIKE MONTH PROCLAMATION IN THE CITY OF LA CRESCENT.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.7 - CHARGING SMART SILVER DESIGNATION

City Sustainability Coordinator Jason Ludwigson presented City Council with the Charging Smart Silver designation award. Funded by the U.S. Department of Energy (DOE), Charging Smart offers free technical assistance to help local governments adopt policies, practices, and incentives that exemplify recognized best practices for enabling efficient and equitable EV charger expansion. La Crescent and Hopkins MN are the first cities in Minnesota to receive the Charging Smart Silver designation. This was informational only, no action required.

ITEM 3.8 – RESOLUTION – MN GREENCORPS HOST SITE

City Sustainability Coordinator Jason Ludwigson gave an overview of the Minnesota GreenCorp program and recommended that City Council approve an application Resolution for the City of La Crescent to be a host site for the Minnesota Greencorps. Following discussion, Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 05-24-16

A RESOLUTION APPROVING AN APPLICATION FOR THE CITY OF LA CRESCENT TO BE A HOST SITE FOR THE MINNESOTA GREENCORPS

WHEREAS, the City of La Crescent has applied to host an AmeriCorps member from the Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2024-2025 program year; and

WHEREAS, if the MPCA selects the City of La Crescent, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with the pre-scope position description; and

WHEREAS, the MPCA requires that the City of La Crescent enter into a host site agreement with the MPCA that identifies the terms, conditions, roles, and responsibilities;

BE IT RESOLVED by the City Council of the City of La Crescent hereby agrees to enter into and sign a host site agreement with the MPCA to carry out the member activities specified therein and to comply with all of the terms, conditions, and matching provisions of the host site agreement.

Adopted this _____ day of _____, 2024

SIGNED:

Mayor

ATTEST:

City Clerk

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.9 – SALT STORAGE ORDINANCE

City Public Works Director Tyler Benish reviewed with City Council for approval a Salt Storage Ordinance along with findings supporting the Ordinance. The City of La Crescent has a permit that is authorized by the Minnesota Pollution control Agency (MPCA) to discharge stormwater. The City has had a permit since 2002 and has had renewals in 2006, 2013, and 2020. The City of La Crescent is required to obtain an MS4 permit because the community is included in the La Crosse Metropolitan Planning area. The permit has become more restrictive and has more requirements with every renewal. The latest permit requires the City to have a mechanism to regulate the proper storage of salt. Following discussion Member O'Donnell-Ebner introduced the following Ordinance and moved its passage and adoption:

CITY OF LA CRESCENT ORDINANCE NO. 582

AN ORDINANCE OF THE CITY OF LA CRESCENT, MINNESOTA CONCERNING THE BULK STORAGE OF DEICING CHEMICALS

The City Council of the City of La Crescent hereby ordains:

SECTION I. SMART SALT TRAINING FOR WINTER MAINTENANCE PROFESSIONALS. Individuals and businesses engaged in the operation of a winter maintenance business for the private operation of a snowplowing service or the use of or storage of salt or other deicing materials, or to assist others in the same for the purpose of managing ice and snow from private roadways, parking areas and sidewalks and on commercial, industrial, institutional, office, multi-family and private single-family residential dwellings are encouraged to become a Smart Salt Certified Applicator.

SECTION II. DEICER STORAGE REQUIREMENTS. Proper salt storage practices are required at commercial, institutional, and industrial facilities in accordance with the effective Minnesota Pollution Control Agency's General Permit to Discharge Stormwater Associated with Small Municipal Separate Storm Sewer Systems. The following requirements apply to all designated salt storage areas at commercial, industrial, and industrial facilities:

1. Salt storage areas must be fully covered or indoors.
2. Salt storage areas must be located on an impervious surface.
3. Practices must be implemented to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment).

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

PASSED AND ENACTED this ____ day of ____, 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

The foregoing motion was duly seconded by Member Williams. Following further discussion, the motion was withdrawn. City Council requested that City Attorney Skip Wieser include some additional language in section two of the ordinance clarifying bulk storage. The revised Ordinance will be brought back to a future City Council Meeting

ITEM 3.10 – SAND/SALT STORAGE FACILITY AGREEMENT – MnDOT

City Public Works Director Tyler Benish reviewed with City Council for approval an agreement between the City of La Crescent and MnDOT to jointly share the maintenance facilities. The original agreement allowed MnDOT to use space in the City's maintenance building; with the city being allowed to store salt and sand in MnDOT's shed, along with additional covered storage. The contract will expire on 6/30/2030. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND MNDOT TO JOINTLY SHARE THE MAINTENANCE FACILITIES.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.11 – SERVICE AGREEMENT – GENERATORS

City Public Works Director Tyler Benish reviewed with City Council for approval an agreement to renew the service contract with Interstate Power Systems for yearly service and inspections on the City's water and wastewater generators. The City has had an agreement with Interstate Power Systems for several years. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE AN AGREEMENT TO RENEW THE SERVICE CONTRACT WITH INTERSTATE POWER SYSTEMS FOR YEARLY SERVICE AND INSPECTIONS ON THE CITY'S WATER AND WASTEWATER GENERATORS.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM – 3.12 - RESOLUTION – REGIONAL SAFETY GROUP

City Council reviewed for authorization a Resolution for the City of La Crescent to enter into an agreement with the League of Minnesota Cities Insurance Trust Regional Safety Group Initiative. The City of La Crescent continues to work on improving and expanding its employee safety program. The League of Minnesota Cities Insurance Trust is recommending that the city join a Regional Safety Group. The existing group in Southeast Minnesota has agreed to allow the City of La Crescent to join the Bluff Country RSG. City Council recommended an amendment to the Resolution of removing the word “employees” from its title. Following discussion, Member O’Donnell-Ebner introduced the following Resolution and moved its passage and adoption:

RESOLUTION 05-24-17

A RESOLUTION AUTHORIZING THE CITY OF LA CRESCENT TO ENTER INTO AN
AGREEMENT WITH THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST REGIONAL
SAFETY GROUP INITIATIVE

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

WHEREAS, the League of Minnesota Cities Insurance Trust has created the Regional Safety Group Initiative to offer training to cities/entities that form regional safety groups; and

WHEREAS, the City/Entity Council finds that it is in the best interest of the City/Entity to create a Regional Safety Group (“RSG”) formed by agreements of other cities/entities (the “Establishing Agreement”); and

WHEREAS, the Establishing Agreement allows the City/Entity to begin a new RSG upon adoption of a resolution agreeing to all terms of the Establishing Agreement,

NOW, THEREFORE, BE IT RESOLVED, the City of La Crescent, Minnesota:

1. Authorizes Mikel Poellinger, Mayor, and Angie Boettcher, City Clerk to sign this resolution evidencing the city/entity’s intent to become a member of the RSG; and
2. The City/Entity agrees to be bound by all the terms of the Establishing Agreement.

IN WITNESS WHEREOF, the City of La Crescent, by action of its governing body, caused this Resolution to be approved on the ____ day of _____, 20__.

By: _____
Mayor

And: _____
City Clerk

The foregoing motion was duly seconded by Member Williams and upon a roll call vote taken and tallied by the City Clerk, the following Members voted in favor thereof, viz;

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM – 3.13 – SERVICE AGREEMENT – TODAYS TREE SERVICE

City Public Works Director Tyler Benish reviewed with City Council an agreement with Today's Tree Service, Inc. to grind and remove brush from the City's brush site. The contractor will haul the ground-up brush to Xcel Energy to be burned. The City does not have to compensate Today's Tree Service, Inc. for the work. The work will be done when the brush site is closed to the public. It was recommended that the City Council approve the independent contract agreement with Today's Tree Service. A copy of the agreement was included. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE AN AGREEMENT WITH TODAY'S TREE SERVICE, INC. TO GRIND AND REMOVE BRUSH FROM THE CITY'S BRUS SITE AND HAUL IT TO XCEL ENERGY TO BE BURNED WITH NO COMPENSATION DUE FROM THE CITY TO THE INDEPENDENT CONTRACTOR.

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

Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and Member Jostad voted against the same. The motion was declared duly carried by a 3-1 vote.

ITEM – 3.14 – AUTHORIZE CAPITAL EXPENDITURES

City Public Works Director Tyler Benish reviewed with City Council for approval the following capital expenditures:

1. The slides at the pool need repair; the gel coat and fiberglass on the inside of the slides have begun to

blister at the seams causing the slides to become rough and unsafe. The City has received a quote to repair the gel coat, fiberglass, and caulk the seams from Fischer Bros., LLC for \$12,800. Funds are available in the Aquatic Center budget to pay for the repairs. The repairs are anticipated to be completed by June 1st.

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

MOTION TO APPROVE FISCHER BROS., LLC TO REPAIR THE GEL COAT, FIBERGLASS, AND CAULK THE SEAMS OF THE SLIDES AT THE POOL FOR \$12,800 WITH FUNDS AVAILABLE IN THE AQUATIC CENTER BUDGET TO PAY FOR THE REPAIRS WITH AN ANTICIPATED COMPLETION DATE BY JUNE 1ST.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

2. The 2022 Capital Equipment Certificate includes funds to purchase a new zero-turn mower to be used in the City's Public Works Department. The new mower will replace a 2010 zero-turn mower. It was recommended that City Council approve the purchase of a 2024 EXMARK from the State Equipment bid through Breyer's Sales and Service for \$23,279.

Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE PURCHASE OF A 2024 EXMARK ZERO-TURN MOWER FROM THE STATE EQUIPMENT BID THROUGH BREYER'S SALES AND SERVICE FOR \$23,279 TO REPLACE A 2010 ZERO-TURN MOWER IN THE PUBLIC WORKS DEPARTMENT WITH FUNDS INCLUDED IN THE 2022 CAPITAL EQUIPMENT CERTIFICATE.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

3. The purchase of a walk-behind floor scrubber from the state bid through Dalco for \$5,705.26 to be used at the Wieser Park Pavilion, Community Building, Fire Station, and other solid surface flooring. Funds are available in the 2022 Capital Equipment Certificate to purchase the floor scrubber.

Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE PURCHASE OF A WALK-BEHIND FLOOR SCRUBBER FROM THE STATE BID THROUGH DALCO FOR \$5,705.26 TO BE USED AT THE WIESER PARK PAVILION, COMMUNITY BUILDING, FIRE STATION, AND OTHER SOLID SURFACE FLOORING WITH FUNDS AVAILABLE THROUGH THE 2022 CAPITAL EQUIPMENT CERTIFICATE.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM – 3.15 – AUTHORIZE SALE OF EQUIPMENT

City Public Works Director Tyler Benish reviewed with City Council for approval the sale of the following City-owned equipment:

Public Works

1. 2006 John Deere Z-Trak
2. 2010 John Deere Z-Trak
3. 2014 Hiniker V-Plow

Fire Department

1. Hydraulic cutter/spreader
2. Gas powered fan

Golf Course

1. 3 golf carts
2. 2003 1435 John Deere
3. Pull behind Gang Mower and parts.
4. Mete-r-Matic topdresser

The equipment will be listed on MNBid.mn.gov; the State of Minnesota's surplus auction website. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE SALE OF THE CITY-OWNED EQUIPMENT AS SPECIFIED ON THE MNBID.MN.GOV, STATE OF MINNESOTA SURPLUS AUCTION WEBSITE.

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

Cherryl Jostad	Yes
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Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM – 3.16 – BICYCLE/PEDESTRIAN BRIDGE TRAFFIC COUNTS

City Public Works Director Tyler Benish reviewed the bicycle and pedestrian traffic count report from July 12th, 2023 to May 8th, 2024 for the Wagon Wheel Bicycle and Pedestrian Bridge. This was informational only, no action required.

ITEM – 3.17 – DONATION RESOLUTION

City Council reviewed a Resolution regarding the acceptance of donations to the City for the month of April. Following review and discussion, Member Jostad introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 05-24-18

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

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

1. Steve and Maggie Vidaurri of La Crescent wish to donate \$20.00 to the La Crescent Fire Department.
2. Ed & Ruth Wieser wish to donate \$15.00 to the La Crescent Fire Department in memory of Donna Ready.
3. Martin & Kathleen Passe wish to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
4. Laurel & Mavis Millie wish to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
5. Tracy Brown wishes to donate \$20.00 to the La Crescent Fire Department in memory of Donna Ready.
6. Joe & Heidi Thesing wish to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
7. Bruce and Barb Grant wish to donate \$20.00 to the La Crescent Fire Department in memory of Donna Ready.

8. John Poellinger wishes to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
9. Dale and Terri Williams wish to donate \$20.00 to the La Crescent Fire Department in memory of Donna Ready.
10. Susan Wilhelm wishes to donate \$10.00 to the La Crescent Fire Department in memory of Donna Ready.
11. Dorothy and Donald Murphy wish to donate \$50.00 to the La Crescent Fire Department in memory of Donna Ready.
12. Pat's Insurance Agency, Inc. wishes to donate \$100.00 to the La Crescent Fire Department in memory of Donna Ready.
13. Louise Hill wishes to donate \$40.00 to the La Crescent Fire Department in memory of Donna Ready.
14. John and Roberta Haugan wish to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
15. Charles and Lois Hund wish to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
16. Robert and Katy Langen wish to donate \$20.00 to the La Crescent Fire Department in memory of Donna Ready.
17. Joseph and Lisa Skemp wish to donate \$50.00 to the La Crescent Fire Department in memory of Donna Ready.
18. Darlene Erickson wishes to donate \$20.00 to the La Crescent Fire Department in memory of Donna Ready.
19. Vicky Yeiter wishes to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
20. Tim and Kathryn Ready wish to donate \$100.00 to the La Crescent Fire Department in memory of Donna Ready.
21. Miscellaneous cash donations in the amount of \$345.00 to the La Crescent Fire Department in memory of Donna Ready.
22. Betty Baier wishes to donate \$25.00 to the La Crescent Fire Department in memory of Donna Ready.
23. Brian and Kathy Wieser wish to donate \$100.00 to the La Crescent Fire Department in memory of Donna Ready.
24. Daniel and Cynthia Ellenz wish to donate \$50.00 to the La Crescent Fire Department in memory of Donna Ready.
25. Employees of AcenTek wish to donate \$300.00 to the La Crescent Fire Department.
26. AcenTek – wishes to donate a company match of \$300.00 to the La Crescent Fire Department.

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

ADOPTED this 13th Day of May 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM – 3.18 – 2024 LICENSE RENEWAL

City Council reviewed a memo from City Administrative Assistant Chris Fortsch requesting approval of a 2024 Gas Installers license renewal from Benedict Refrigeration Service, Inc. dba Benedict Sales & Service. The application appears to be in order and it was recommended City Council approve the license renewal. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE 2024 GAS INSTALLERS LICENSE RENEWAL FOR BENEDICT REFRIGERATION SERVICE, INC. DBA BENEDICT SALES & SERVICE.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM – 3.19 – LIQUOR LICENSE APPLICATION

City Council reviewed a memo from City Administrative Assistant Chris Fortsch requesting approval of a temporary liquor license application for La Crescent Apple Festival, Inc. for September 20-22, 2024 at Abnet Field. The application appears to be in order, and it was recommended that City Council approve the application and authorize that it be forwarded to the Minnesota Department of Public Safety. Following discussion, Member O'Donnell-Ebner made a motion seconded by Member Williams as follows:

MOTION TO APPROVE A LIQUOR LICENSE APPLICATION FOR LA CRESCENT APPLE FESTIVAL, INC. FOR SEPTEMBER 20-22, 2024 AT ABNET FIELD AND AUTHORIZE THAT THE APPLICATION BE FORWARDED TO THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 EXPLORE LA CROSSE

City Council reviewed the April 23, 2024, Explore La Crosse Board meeting agenda and the March 19, 2024, meeting minutes.

6.2 SOAK IT UP SIGNS – CITY PARKS

City Council reviewed information regarding the La Crosse Area Water Soak It Up Signs for Eagles Bluff/McIntosh rain garden and John S. Harris Park rain garden.

6.3 2024 SPRING NEWSLETTER

City Council reviewed the Summer/Spring 2024 issue of the City of La Crescent Newsletter.

8. CHAMBER OF COMMERCE

La Crescent Chamber of Commerce representative, Tammy Stremcha was in attendance and provided an update.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:49 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: May 24, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending May 24, 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
ABILITY BUILDING CENTER INC						
20398	FD - CLEANING COMM RM	04/30/2024	344.50	.00		
20398	FD - CLEANING STATION	04/30/2024	201.00	.00		
20399	CITY HALL - SHREDDING	04/30/2024	35.49	.00		
20399	CITY HALL - CLEANING	04/30/2024	121.50	.00		
Total 8085:			702.49	.00		
AMAZON CAPITAL SERVICES						
136D-JPCN-MQ	PARKS - CLEANING SUPPLIES FOR WIESER PAVILION	05/10/2024	67.77	.00		
136D-JPCN-MQ	CITY HALL - CLEANING SUPPLIES	05/10/2024	11.91	.00		
14GL-79P6-1PY	LIBRARY - OFFICE SUPPLIES	05/16/2024	3.49	.00		
1DLD-QHCF-C94	LIBRARY - BOOKS GRANT FUNDED	05/22/2024	11.71	.00		
1DLY-GHT9-7FC	FLAG FOR COUNCIL MEETINGS	05/08/2024	24.99	.00		
1DLY-GHT9-7FC	CITY HALL - OFFICE SUPPLIES	05/08/2024	49.16	.00		
1JT4-HTWN-G6P	PD - OFFICE SUPPLIES	05/18/2024	35.99	.00		
1MQX-Q7ND-1R	LIBRARY - PROGRAM SUPPLIES SRP	05/16/2024	18.78	.00		
1N6V-J4JT-PDN	STREETS - PARTS FOR PAINTING MACHINE	05/11/2024	11.79	.00		
1NRR-PLMP-VY	LIBRARY - BOOKS	05/12/2024	12.99	.00		
1Q63-RPLG-TC1	PD - OFFICE SUPPLIES	05/06/2024	39.82	.00		
1QHG-143D-GG	LIBRARY - BOOKS GRANT FUNDED	05/22/2024	12.99	.00		
1YNF-3W1G-4VJ	POOL - REPAIR GRATES	05/08/2024	39.45	.00		
Total 9956:			340.84	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#55	MAINTENANCE BLDG - SOLAR	05/01/2024	387.07	.00		
#55	ANIMAL RESCUE - SOLAR	05/01/2024	198.47	.00		
#55	RADIUM PLANT - SOLAR	05/01/2024	387.07	.00		
Total 9859:			972.61	.00		
AUTO VALUE LA CROSSE						
516486893	PARKS - MOWER REPAIR	03/26/2024	23.96	.00		
516487496	GC - FILTERS	04/01/2024	187.78	.00		
516488649	PARKS - MOWER REPAIR	04/11/2024	18.99	.00		
516489601	GREASE FOR SHOP	04/19/2024	74.90	.00		
Total 2106:			305.63	.00		
B & T TECHNICAL SERVICES, LLC						
1478	COMM BLDG - SOLAR ELECTRICAL SERVICE	03/31/2024	356.69	.00		
Total 9680:			356.69	.00		
BAUER'S MARKET & NURSERY, INC.						
60264	PARKS- PLANTER FLOWERS	05/10/2024	127.93	.00		
60266	WIESER PARK- FLOWER POTS	05/20/2024	288.40	.00		
Total 133:			416.33	.00		
CITY TREASURER'S OFFICE						
196340 - APRIL	WASTEWATER TO LA CROSSE	04/30/2024	29,559.64	.00		
Total 1086:			29,559.64	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CLEARWAY COMMUNITY SOLAR LLC						
3/24 STMT	321 MAIN ST - LIBRARY	03/31/2024	148.33	.00		
3/24 STMT	722 N 2ND ST - RADIUM PLANT	03/31/2024	1,802.23	.00		
3/24 STMT	336 S1ST ST - COMM BLDG	03/31/2024	139.63	.00		
3/24 STMT	31 MCINTOSH RD - LIFT STATION	03/31/2024	10.24	.00		
3/24 STMT	219 CHESTNUT ST - BRIDGE LIGHT	03/31/2024	50.81	.00		
3/24 STMT	110 MIDNIGHT ST - LIFT STATION	03/31/2024	47.12	.00		
3/24 STMT	1450 HWY 16 - LIFT STATION	03/31/2024	27.02	.00		
3/24 STMT	407 ORCHARDVIEW - BOOSTER STATION	03/31/2024	274.88	.00		
3/24 STMT	200 STONEY POINT - WELL HOUSE	03/31/2024	719.75	.00		
3/24 STMT	608 S. 7TH ST - TENNIS COURT LIGHTS	03/31/2024	9.07	.00		
3/24 STMT	219 MAIN ST - UNIT LIGHTS	03/31/2024	70.89	.00		
3/24 STMT	202 MAIN ST - FLAG LIGHT	03/31/2024	2.88	.00		
3/24 STMT	608 S 7TH ST - POOL	03/31/2024	463.78	.00		
3/24 STMT	520 S 14TH ST - ICE ARENA	03/31/2024	2,320.83	.00		
3/24 STMT	1323 SPRUCE DR - ABNET FIELDS	03/31/2024	28.50	.00		
3/24 STMT	209 S WALNUT ST - LAC SIGN	03/31/2024	12.74	.00		
3/24 STMT	193 MCINTOSH RD - BOOSTER STATION	03/31/2024	166.16	.00		
3/24 STMT	1200 JONATHAN LN - PARK SHELTER	03/31/2024	38.78	.00		
3/24 STMT	523 S. CHESTNUT ST - ANIMAL SHELTER	03/31/2024	36.45	.00		
3/24 STMT	400 LARCH AVE - WELL 2	03/31/2024	588.68	.00		
Total 9854:			6,958.77	.00		
CULLIGAN WATER CONDITIONING						
285X21357409	FD - WATER COOLER RENTAL	05/01/2024	39.95	.00		
Total 231:			39.95	.00		
DAVY LABORATORIES						
24EO330	WATER - SAMPLES	05/17/2024	108.00	.00		
Total 312:			108.00	.00		
EPOCH EYEWEAR						
INV-017340	GC - SUNGLASSES FOR RESALE	05/09/2024	179.33	.00		
Total 9519:			179.33	.00		
FARRELL EQUIPMENT & SUPPLY CO.						
130007	LIBRARY - BUILDING REPAIR	05/06/2024	6.50	.00		
Total 8459:			6.50	.00		
FIRE SAFETY U.S.A., INC.						
186837	FD - TRUCK EQUIPMENT	05/10/2024	724.75	.00		
Total 8851:			724.75	.00		
FLAGSHIP RECREATION						
F22705	PARKS - KISTLER PARK PLAYGROUND REPAIR	05/14/2024	9,999.74	.00		
Total 9160:			9,999.74	.00		
G & F DISTRIBUTING, INC.						
3000002442	GC - BEER FOR RESALE	05/14/2024	202.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8628:			202.00	.00		
GRAF ELECTRIC, INC.						
23305	ELECTRICAL ISSUE AT TWILITE LIFT STATION	05/17/2024	501.08	.00		
23320	POOL REPAIRS	05/21/2024	359.92	.00		
Total 619:			861.00	.00		
HAWKINS INC.						
675537	POOL - CHEMICALS	05/14/2024	7,015.11	.00		
6757361	WATER PLANT - CHEMICALS	05/15/2024	20.00	.00		
Total 512:			7,035.11	.00		
HELKE, BRYCE						
5/11/24 & 5/12/24	PD - REIMBURSE FUEL	05/12/2024	21.07	.00		
Total 10178:			21.07	.00		
HOFFMAN & McNAMARA						
EMO23851	PARKS - ARBOR DAY TREE PLANTING	04/23/2024	6,412.00	.00		
Total 8935:			6,412.00	.00		
HOKAH CO-OP OIL ASSOCIATION						
9488	GC - DIESEL AND GAS FILL	05/14/2024	1,889.29	.00		
Total 715:			1,889.29	.00		
HOUSTON CNTY TREASURER						
25.1958.000	CONDITIONAL USE PERMIT RECORDING	05/09/2024	46.00	.00		
Total 721:			46.00	.00		
LA CRESCENT AUTO REPAIR, INC						
29947	PD- P21 VEHICLE MAINTENANCE	05/07/2024	153.82	.00		
30022	PARKS - LAWN MOWER TIRE	05/08/2024	180.64	.00		
Total 8168:			334.46	.00		
LABELS PLUS						
2190	SEWER - UTILITY BILLS	05/22/2024	1,033.61	.00		
2190	WATER - UTILITY BILLS	05/22/2024	1,033.60	.00		
Total 8270:			2,067.21	.00		
MED COMPASS						
45437	FD - SCBA TEST	04/29/2024	3,260.00	.00		
Total 8978:			3,260.00	.00		
MENARDS-LA CROSSE						
98150	GC - OFFICE SUPPLIES	04/17/2024	15.93	.00		
98150	GC - HS RAIN SHELTER	04/17/2024	113.60	.00		
98150	GC - PAINT FOR SHOP	04/17/2024	18.56	.00		
98383	GC - RAIN SHELTER	04/22/2024	192.76	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
98832	RE-HANG GARAGE DOOR FROM FD TO SHOP	05/02/2024	221.04	.00		
99074	GRASS SEED FOR BIRCH STREET	05/08/2024	137.46	.00		
99128	GC - MOWER REPAIR	05/09/2024	117.97	.00		
99128	GC - GOLF CART REPAIR	05/09/2024	393.91	.00		
99129	GC - CREDIT MOWER BATTERY DEPOSIT	05/09/2024	10.00-	.00		
99129	GC - CREDIT CART BATTERY DEPOSIT	05/09/2024	30.00-	.00		
99130	GC - CLUBHOUSE MAINTENANCE	05/09/2024	63.91	.00		
99130	GC - RAIN SHELTER	05/09/2024	49.98	.00		
99130	GC- COURSE SIGN REPAIR	05/09/2024	169.82	.00		
99347	GC - RAIN SHELTER	05/15/2024	263.00	.00		
99347	GC- GARBAGE CAN	05/15/2024	24.99	.00		
99574	FD - MOTOR OIL	05/20/2024	68.91	.00		
99574	STREETS - MANHOLE FILLER	05/20/2024	85.08	.00		
99574	WATER - BOOSTER STATION REPAIR	05/20/2024	54.96	.00		
99574	STREETS - SAFETY CONES	05/20/2024	335.70	.00		
Total 1352:			2,287.58	.00		
MIENERGY COOPERATIVE						
4/24 STMT	ELECT UTILITIES-GC POP MACH.	04/30/2024	69.47	69.47	05/22/2024	
4/24 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	04/30/2024	822.35	822.35	05/22/2024	
4/24 STMT	ELECT UTILITIES - WIESER PARK	04/30/2024	769.46	769.46	05/22/2024	
4/24 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	04/30/2024	230.00	230.00	05/22/2024	
4/24 STMT	ELECT UTILITIES-GC CLUBHOUSE	04/30/2024	552.08	552.08	05/22/2024	
4/24 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	04/30/2024	135.00	135.00	05/22/2024	
Total 2012:			2,578.36	2,578.36		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
05/10/24PR0015	MN CHILD SUPPORT	05/13/2024	497.46	497.46	05/13/2024	
Total 9597:			497.46	497.46		
MINNESOTA ENERGY RESOURCES INC						
4/24 STMT	CITY HALL - GAS UTILITIES	04/30/2024	81.68	81.68	05/22/2024	
4/24 STMT	MAINT BLDG - GAS UTILITIES	04/30/2024	61.73	61.73	05/22/2024	
4/24 STMT	PUMP HOUSE ORCHARDVIEW	04/30/2024	49.50	49.50	05/22/2024	
4/24 STMT	CONTROL BLDG - GAS UTILITIES	04/30/2024	33.96	33.96	05/22/2024	
4/24 STMT	ICE ARENA- GAS UTILITIES	04/30/2024	739.88	739.88	05/22/2024	
4/24 STMT	LIBRARY- GAS UTILITIES	04/30/2024	39.60	39.60	05/22/2024	
4/24 STMT	ABNET RESTROOMS - GAS UTILITIES	04/30/2024	70.48	70.48	05/22/2024	
4/24 STMT	PUMP HOUSE MCINTOSH	04/30/2024	41.94	41.94	05/22/2024	
4/24 STMT	COMMUNITY BLDG- GAS UTILITIES	04/30/2024	108.59	108.59	05/22/2024	
4/24 STMT	ANIMAL SHELTER - GAS UTILITIES	04/30/2024	56.71	56.71	05/22/2024	
Total 8171:			1,284.07	1,284.07		
MINNESOTA RURAL WATER ASSOC.						
7/24-6/25	CITY ASSOCIATE MEMBERSHIP FEE	05/20/2024	400.00	.00		
Total 1361:			400.00	.00		
MINNESOTA SHERIFFS' ASSOCIATION						
312220	PD - TRAINING FOR 301	05/15/2024	90.00	.00		
Total 10034:			90.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MTI DISTRIBUTING INC						
1427439-00	GC - MOWER PARTS	05/06/2024	100.77	.00		
Total 1330:			100.77	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1301832	GC - BEER FOR RESALE	05/09/2024	263.00	.00		
1305427	GC - BEER FOR RESALE	05/16/2024	540.85	.00		
1309239	GC - BEER FOR RESALE	05/23/2024	545.75	.00		
Total 2311:			1,349.60	.00		
OLMSTED COUNTY						
SHER-149444	PD - EVOC TRAINING FOR 2 OFFICERS	05/23/2024	390.00	.00		
Total 9830:			390.00	.00		
PENDELTON TURF SUPPLY INC						
8862	GC - CHEMICALS FOR THE COURSE	05/16/2024	5,489.50	.00		
Total 9169:			5,489.50	.00		
PERFORMANCE FOODSERVICE						
702154	POOL - CONCESSIONS	05/22/2024	2,469.61	.00		
Total 10087:			2,469.61	.00		
PETERSON, KALEB						
5/16/24	PD - REIMBURSE EVOC TRAINING	05/16/2024	38.07	.00		
Total 10154:			38.07	.00		
PETTY CASH-CITY HALL						
2024 POOL	POOL - START UP CASH	05/23/2024	300.00	300.00	05/23/2024	
Total 1605:			300.00	300.00		
PRIYA'S SPICE BAZAAR						
5/11/24	LIBRARY - PROGRAM SUPPLIES	05/11/2024	329.36	.00		
Total 10177:			329.36	.00		
R & R PRODUCTS INC						
CD2907849	GC - FLAGSTICKS FOR GREENS	05/13/2024	442.41	.00		
Total 1833:			442.41	.00		
SHOOTING STAR NATIVE SEEDS						
61547	HELP GRANT - SEED MIX	05/15/2024	3,334.65	.00		
Total 9713:			3,334.65	.00		
SPLISH SPLASH AUTO BATH						
5/21/24	PD - 20 CAR WASH TOKENS	05/21/2024	162.00	.00		
Total 8567:			162.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SUMMIT FIRE PROTECTION						
182015876	PD - FIRE EXTINGUISHER MAINTENANCE	04/23/2024	35.70	.00		
182015877	PD - FIRE EXTINGUISHER MAINTENANCE	04/23/2024	117.40	.00		
Total 50:			153.10	.00		
SUPERIOR TURF SERVICES						
5203	GC - FERTILIZERS/CHEMICALS	04/26/2024	2,501.26	.00		
Total 9826:			2,501.26	.00		
THE BUYERS EX-PRESS						
4064	GC - ADVERTISING	05/06/2024	150.00	.00		
Total 9513:			150.00	.00		
UNITED TACTICAL SYSTEMS, LLC						
0089087-IN	PD - SELF DEFENSE EQUIP PEPPERBALL BLAST	05/14/2024	173.00	.00		
Total 10091:			173.00	.00		
VERIZON WIRELESS						
9962764990	FD - MOBILE	04/28/2024	180.09	.00		
Total 8973:			180.09	.00		
WATER SYSTEMS CO.						
707043	LIBRARY - WATER COOLER RENTAL	04/30/2024	8.00	.00		
Total 8605:			8.00	.00		
WHKS & CO.						
51050	COUNCL MEETINGS	04/26/2024	170.00	.00		
51050	DOG PARK ASSISTANCE	04/26/2024	481.00	.00		
51050	TH 14/16/61 ASSISTANCE	04/26/2024	170.00	.00		
51050	NOPLOP DEVELOPMENTASSISTANCE	04/26/2024	264.00	.00		
51050	MONTHLY STAFF MEETING	04/26/2024	680.00	.00		
51050	MC CORMICK EASEMENT	04/26/2024	198.00	.00		
51050	SIDEWALK POLICY	04/26/2024	170.00	.00		
51050	MILEAGE	04/26/2024	187.60	.00		
51171	FLOOD RESILIENCY PLAN	04/26/2024	9,340.00	.00		
Total 8290:			11,660.60	.00		
XCEL ENERGY						
4/24 STMT	FLAG LIGHT - 202 MAIN ST	04/30/2024	4.48	.00		
4/24 STMT	SIGN LIGHT - 525 S CHESTNUT	04/30/2024	9.48	.00		
4/24 STMT	ICE ARENA - 520 S 14TH ST	04/30/2024	814.12	.00		
4/24 STMT	WELL #3 - 417 WALNUT PL	04/30/2024	358.53	.00		
4/24 STMT	RESERVIOR - 1026 CRESCENT HILLS	04/30/2024	9.62	.00		
4/24 STMT	WELL HOUSE - 200 STONEY PT RD	04/30/2024	1,016.86	.00		
4/24 STMT	SHORE ACRES - GRINDER PUMPS	04/30/2024	207.25	.00		
4/24 STMT	TENNIS COURT LIGHTS - 608 S 7TH	04/30/2024	9.57	.00		
4/24 STMT	CITY HALL - 315 MAIN ST	04/30/2024	521.68	.00		
4/24 STMT	FLAG LIGHT - 226 MAIN ST	04/30/2024	20.64	.00		
4/24 STMT	STREET LIGHTS - PO BOX 142	04/30/2024	6,693.81	.00		
4/24 STMT	LIFT STATION - 31 MCINTOSH E	04/30/2024	11.60	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4/24 STMT	WELL #2 - 400 LARCH	04/30/2024	651.19	.00		
4/24 STMT	WWTP - 222 HWY 16	04/30/2024	462.01	.00		
4/24 STMT	ABNET FIELDS - 1323 SPRUCE	04/30/2024	11.79	.00		
4/24 STMT	PARK SHELTER - 1200 JONATHAN	04/30/2024	11.96	.00		
4/24 STMT	UNIT STREET LIGHTS - 33 S. WALNUT	04/30/2024	52.25	.00		
Total 1410:			10,866.84	.00		
Grand Totals:			120,035.74	4,659.89		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

5:00 - Public Hearing



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: May 22, 2024
RE: Public Hearing – Small Cities Grant

In 2021 the City submitted a Small Cities Development Program full application to the Minnesota Department of Employment and Economic Development. The program provides owner housing rehabilitation assistance to low- and moderate-income households in the City. The application was approved, and the City is working to provide assistance to 20 homeowners, up to \$24,000 per home, with a total application of \$552,000.

This is the same program that the City received a \$456,000 grant in 2010, and a \$372,900 grant in 2017.

The City is required to hold a public hearing for people to comment on the program. The notice of public hearing is included.

Cindy Vitse from Semcac will be in attendance at the meeting to review the program. Semcac is providing the administrative support for the project.

The funds can be used for water heater and furnace replacements, and roofing, siding and window replacements. The funds can also be used to address lead paint issues and any health and safety issues.

Notice of Public Hearing

Notice is hereby given that the La Crescent City Council will meet at the La Crescent Community Building, 336 South First Street, La Crescent, on Tuesday, May 28, 2024, at 5:00 p.m. to conduct a public hearing regarding the DEED Small Cities Development Program for owner-occupied housing rehabilitation in the designated target areas of La Crescent.

Any person wishing to express an opinion on the program at the public hearing can be heard orally in person on May 28, 2024, or in writing by mailing comments to the City Administrator's Office, 315 Main Street, La Crescent, MN 55947.

The City of La Crescent

By: Bill Waller, City Administrator

#3.1



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: April 22, 2024
SUBJECT: MnDEED Redevelopment Grant Agreement for 31 S Walnut

Attached for your approval is a grant agreement with the Minnesota Department of Employment and Economic Development (MnDEED) for the redevelopment of the former laundromat building at 31 S Walnut where the city created a Tax Increment Finance District with the Nolo's. The city cannot use any of the funds for administering the grant. The Nolo's will pay for all the work up-front and then get reimbursed up to \$19,051 from the state once a payment request is made and the funds are sent to the city. This is a 50/50 grant.

Grant Eligible Activities Amount:

- Asbestos Removal (match only) \$1,220
- Building Demolition and Backfill \$32,383
- Public Utilities Connection Replacement (water and sewer) \$4,500
- Total \$38,103

A motion to approve the grant agreement is requested.

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. RDGP-24-0001-o-FY24
31 S Walnut Street Project

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and the city of La Crescent, 315 Main Street, La Crescent, MN 55947 ("Grantee").

Recitals

1. Under Minn. Stat. § 116J.575 the State is empowered to enter into this grant contract agreement.
2. The State is in need of programs that create jobs, increase local property tax and provide other public benefits by redeveloping underused or unproductive sites.
3. Pursuant to Minn. Stat. § 16B.98, the Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

March 8, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. Grant Repayment; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables, and Completion Dates.*

The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

(a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).

(b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.571 through 116J.575 and the application submitted on February 1, 2024 for funding for the 31 S Walnut Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.

- (c) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Redevelopment Costs as defined Section 4.1(c) of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.
- (d) Provide evidence to the State prior to the closeout of the grant that the Redevelopment activities have been completed.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 **Provisions for Contracts and Sub-grants**

(a) **Contract Provisions.**

The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations.

(b) **Ineligible Use of Grant Funds.**

The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.

(c) **Payment of Contractors and Subcontractors.**

The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

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

4 **Consideration and Payment**

4.1 **Consideration**

The State will pay the Grantee under this grant contract agreement as follows:

(a) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; 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. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved re-use of the income.

(c) Eligible Costs

The following table represents the total approved Redevelopment Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding.

Grant Eligible Activities	Amount
Asbestos Removal (match only)	\$1,220
Building Demolition and Backfill	\$32,383
Public Utilities Connection Replacement (water and sewer)	\$4,500
Total	\$38,103

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$19,051.

In accordance with Minn. Stat. § 116J.575, Subd. 1, the grant may pay for up to 50% of the eligible costs for a qualifying site. This requires a local match of at least 50%. For the purpose of this project, based on the budget above, the local match portion is at least \$19,052, which may come from any other funding source available to the Grantee.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 50% of the total approved Redevelopment Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

Any grant funds not reimbursed to the Grantee shall revert back to the State.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a)** For projects that include 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.

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

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering July 1st through June 30th of each year. Each annual report must be received by the State no later than July 25th of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

7 Monitoring and Corrective Action

The Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. The Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and the Grantee agrees to implement and comply with such corrective action as is proposed by the State. The Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Mary Vang, Project Manager, 180 E. 5th Street, Suite 1200, St. Paul, MN 55101, (651)259-7147, Mary.vang@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Larry Kirch, Economic Development Director, 315 Main Street, La Crescent, MN 55947, (507)895-4096, lkirch@cityoflacscent-mn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Adjustments, Waiver and Grant Contract Agreement Complete

9.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 Amendments

Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), 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 agreement or their successors in office.

9.3 Grant Adjustment Notices (GANs)

GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements,

including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 9.2.

9.4 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.5 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

10 Liability

Subject to the provisions and limitations of Minn. Stat. § 466, 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 agreement by the Grantee or the Grantee's agents, employees or independent contractors. 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 agreement.

11 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 agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Redevelopment Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the 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.

12.2 Intellectual Property Rights

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; 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 Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will 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 must, 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 intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 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.

14 Publicity and Endorsement

14.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. 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 agreement. For DEED logos, please contact the State's Authorized Representative.

14.2 Endorsement

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

15 Governing Law, Jurisdiction and Venue

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

16 Termination

16.1 (a) Termination by the State

The State may immediately terminate this grant contract agreement 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.

(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.

16.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, 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. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2025, or such a later

date requested by the Grantee and approved by the State in writing, or the State's obligation to fund the Grant may be terminated. Invoices must be for approved Redevelopment Costs incurred after the grant contract agreement is fully executed. 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.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the 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 contract is terminated because of the decision of the Minnesota Legislature or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 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, if any.

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the State may require that 100% of the grant amount be repaid by the Grantee over a term not to exceed ten years. The State may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 through 116J.995.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 03/19/24

SWIFT Contract/PO No(s): 245454 PR 84436 PO 3000550607

2. GRANTEE

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

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

#3.2



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: May 28, 2024
SUBJECT: 31 S Walnut Agreement

A handwritten signature in blue ink, appearing to be "L. Kirch", written over the "FROM:" line.

Attached for your approval is an agreement between the City and 31 S Walnut, LLC with regard to the MnDEED Redevelopment Grant to demolish the laundromat building at 31 S Walnut Street. The agreement sets forth:

- 1) That 31 S Walnut has reviewed the MnDEED Grant Agreement and agrees to comply with the grant agreement; and
- 2) That 31 S Walnut has reviewed the grant application and agrees to comply with the grant application; and
- 3) That 31 S Walnut will achieve the benefits called for in the grant application and grant agreement by April 1, 2025 and that by April 15, 2025 will provide a written certification to the city that 31 S Walnut is in compliance with said grant application and grant agreement. The city will release grant funds to 31 S Walnut only if the certification is made by April 15, 2025.

A motion to approve the grant agreement is requested.

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2024, by and between City of La Crescent, a municipal corporation and existing under the laws of the State of Minnesota, ("City") and 31 South Walnut, LLC, a Minnesota limited liability company, ("Walnut").

WHEREAS, Walnut has acquired real property located in the City of La Crescent at 31 South Walnut Street, to construct a 4800 square foot mixed commercial use building including two (2) residential housing units on the second floor ("Project");

WHEREAS, Walnut has requested City to facilitate an application to Minnesota Department of Employment and Economic Development ("DEED") for grant funds;

WHEREAS, DEED requires compliance with the Grant Contract Agreement No. RDGP-24-0001-O-FY24 ("Grant Contract Agreement"). A true and correct copy of which is attached hereto as Exhibit A.

WHEREAS, the Grant Contract Agreement requires compliance with the Redevelopment Grant Application ("Grant Application"). A true and correct of which is attached hereto as Exhibit B.

WHEREAS, Walnut has reviewed and approved in all respects the Grant Application.

NOW THEREFORE, for mutual promises contained herein and the sufficiency of which is hereby acknowledged and agreed to as follows:

1. Compliance with Grant Contract Agreement. Walnut has reviewed the Grant Contract Agreement and is familiar with the contents thereof. Walnut agrees to fully comply with the Grant Contract Agreement in all respects.

2. Compliance with Grant Application. Walnut has reviewed the Grant Application and is familiar with the contents thereof. Walnut agrees to fully comply with the Grant Application in all respects.

3. DEED Benefits Achievement Date. The Benefits Achievement Date for the Grant Contract Agreement and Grant Application is April 1, 2025. No later than April 15, 2025, Walnut will provide written certification to City that Walnut is in complete compliance with Grant Contract Agreement and Grant Application *in all respects* including, but not limited to, the job creation provision of Paragraph 41 of the Grant Application. In the event Walnut fails to completely comply with this provision, City is under no obligation to release the Grant Funds to Walnut and may return the Grant Funds to DEED.

4. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by, interpreted, and enforced under the laws of Minnesota, without giving effect to its conflict of laws provision. Any litigation between the Parties shall be conducted exclusively in the state and federal courts in Houston County, Minnesota, and any arbitration or similar proceeding shall be conducted exclusively at a location within such county and state. Each Party consents to the jurisdiction and venue of the courts described above.

5. Modification of Agreement. No modification of this Agreement shall be valid unless such modification is in writing and signed by the parties hereto.

6. Severability. All provisions of this Agreement are fully severable. If any provision is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement then this Agreement will be construed and enforced as if such provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

7. Attorney's Fees, Costs, Disbursements, and Expenses. The parties acknowledge that they are responsible for their own attorney's fees, costs and disbursements, and expenses incurred in connection with this Agreement.

8. Representation. The parties acknowledge that they have been represented by their own attorney in this matter, have fully negotiated this Agreement, and have not relied upon any statements made by the other party or the other party's counsel in reaching this Agreement.

9. Negotiated Transaction. Each of the parties has participated in the drafting and negotiation of this Agreement. Accordingly, for all purposes, this Agreement shall be deemed to have been drafted jointly by the parties.

10. Counterparts. This Agreement may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

11. Indemnification. Walnut shall defend, indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any act or omission, or any misfeasance or malfeasance of Walnut or its employees and agents in connection with its performance under this Agreement. Walnut shall defend, indemnify, keep and save harmless the City and its representative officers, agents, and employees against any or all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by Walnut, or as a result of the performance of this contract by Walnut, whether or not it shall be claimed that the injury was caused through a negligent act or omission of Walnut or his/her employees, and also any claims.

12. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Walnut and shall continue in that order until one name remains.

B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

13. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City of La Crescent
Attn: City Administrator
315 Main Street
La Crescent, MN 55947

With a copy to: Wieser Law Office, P.C.
Attn: Al "Skip" Wieser, III
33 South Walnut Street, Suite 200
La Crescent, MN 55947

Notice to Walnut: 31 South Walnut, LLC
Attn: Troy Nolop
31 South Walnut Street
La Crescent, MN 55947

14. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

15. Government Data. Walnut agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. Walnut understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Walnut in performing those functions that the City would perform is subject to the requirements of Chapter 13 and Walnut must comply with those requirements as if it were a government entity. This does not create a duty on the part of Walnut to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

CITY OF LA CRESCENT

By: _____
Mikel Poellinger, Mayor

By: _____
Bill Waller, City Administrator

By: _____
Angie Boettcher, City Clerk

State of Minnesota, County of Houston

This instrument was acknowledged before me on this ____ day of _____, 2024, by Mikel Poellinger, Bill Waller and Angie Boettcher, as Mayor, City Administrator and City Clerk of the City of La Crescent, a municipal corporation and existing under the laws of the State of Minnesota.

Notary Public

31 SOUTH WALNUT, LLC

By: _____
Troy Nolop, Managing Member

State of Minnesota, County of Houston

This instrument was acknowledged before me on this ____ day of _____, 2024, by
Troy Nolop as Managing Member of 31 South Walnut, LLC, a Minnesota limited liability
company.

Notary Public

Drafted By:
Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. RDGP-24-0001-o-FY24
31 S Walnut Street Project**

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and the city of La Crescent, 315 Main Street, La Crescent, MN 55947 ("Grantee").

Recitals

1. Under Minn. Stat. § 116J.575 the State is empowered to enter into this grant contract agreement.
2. The State is in need of programs that create jobs, increase local property tax and provide other public benefits by redeveloping underused or unproductive sites.
3. Pursuant to Minn. Stat. § 16B.98, the Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

March 8, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. Grant Repayment; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables, and Completion Dates.*

The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

- (a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).
- (b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.571 through 116J.575 and the application submitted on February 1, 2024 for funding for the 31 S Walnut Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.



- (c) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Redevelopment Costs as defined Section 4.1(c) of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.
- (d) Provide evidence to the State prior to the closeout of the grant that the Redevelopment activities have been completed.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 **Provisions for Contracts and Sub-grants**

(a) **Contract Provisions.**

The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations.

(b) **Ineligible Use of Grant Funds.**

The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.

(c) **Payment of Contractors and Subcontractors.**

The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

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

4 **Consideration and Payment**

4.1 **Consideration**

The State will pay the Grantee under this grant contract agreement as follows:

(a) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; 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. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved re-use of the income.

(c) Eligible Costs

The following table represents the total approved Redevelopment Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding.

Grant Eligible Activities	Amount
Asbestos Removal (match only)	\$1,220
Building Demolition and Backfill	\$32,383
Public Utilities Connection Replacement (water and sewer)	\$4,500
Total	\$38,103

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$19,051.

In accordance with Minn. Stat. § 116J.575, Subd. 1, the grant may pay for up to 50% of the eligible costs for a qualifying site. This requires a local match of at least 50%. For the purpose of this project, based on the budget above, the local match portion is at least \$19,052, which may come from any other funding source available to the Grantee.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 50% of the total approved Redevelopment Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

Any grant funds not reimbursed to the Grantee shall revert back to the State.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a)** For projects that include 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.

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

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering July 1st through June 30th of each year. Each annual report must be received by the State no later than July 25th of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

7 Monitoring and Corrective Action

The Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. The Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and the Grantee agrees to implement and comply with such corrective action as is proposed by the State. The Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Mary Vang, Project Manager, 180 E. 5th Street, Suite 1200, St. Paul, MN 55101, (651)259-7147, Mary.vang@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Larry Kirch, Economic Development Director, 315 Main Street, La Crescent, MN 55947, (507)895-4096, lkirch@cityoflacrescent-mn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Adjustments, Waiver and Grant Contract Agreement Complete

9.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 Amendments

Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), 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 agreement or their successors in office.

9.3 Grant Adjustment Notices (GANs)

GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements,

including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 9.2.

9.4 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.5 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

10 Liability

Subject to the provisions and limitations of Minn. Stat. § 466, 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 agreement by the Grantee or the Grantee's agents, employees or independent contractors. 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 agreement.

11 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 agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Redevelopment Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

12 Government Data Practices and Intellectual Property Rights

12.1 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the 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.

12.2 Intellectual Property Rights

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; 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 Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will 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 must, 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 intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 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.

14 Publicity and Endorsement

14.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. 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 agreement. For DEED logos, please contact the State's Authorized Representative.

14.2 Endorsement

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

15 Governing Law, Jurisdiction and Venue

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

16 Termination

16.1 (a) Termination by the State

The State may immediately terminate this grant contract agreement 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.

(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.

16.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement, 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. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2025, or such a later

date requested by the Grantee and approved by the State in writing, or the State's obligation to fund the Grant may be terminated. Invoices must be for approved Redevelopment Costs incurred after the grant contract agreement is fully executed. 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.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the 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 contract is terminated because of the decision of the Minnesota Legislature or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 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, if any.

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the State may require that 100% of the grant amount be repaid by the Grantee over a term not to exceed ten years. The State may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 through 116J.995.

SC #: _____

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 03/19/24

SWIFT Contract/PO No(s): 245454 PR 84436 PO 3000550607

2. GRANTEE

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

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:

Agency
Grantee
State's Authorized Representative

Redevelopment Grant Application Submittal Checklist

Logistics

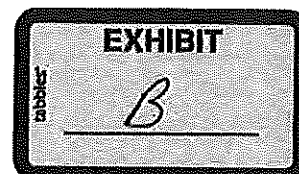
- ☐ Two complete paper copies (complete copies include all attachments)
- ☐ One complete electronic copy (i.e., one flash drive, emailed applications will not be accepted)
- ☐ All the above submitted to DEED by 4:00 p.m. on February 1 or August 1

Application Form Content

- ☐ Applicant Information Cover Page
- ☐ I. Site Identification and History
- ☐ II. Cost Analysis: Redevelopment Sources and Uses (Budget Table) and Construction Sources and Uses
- ☐ III. Tax Increment Financing (TIF) Analysis
- ☐ IV. Analysis of Redevelopment Potential
- ☐ V. Project Schedule
- ☐ VI. Payment Information (Applicant's State SWIFT Vendor Number, Location Code, and Address)
- ☐ VII. Resolutions (Statutory Cities must authorize Mayor and Clerk)
- ☐ VIII. Applicant Conflict of Interest Disclosure Form

Application Attachments

- ☐ Project Summary
- ☐ Appraisal or Assessor's Valuation (all parcels must have a current value which cannot be zero)
- ☐ Site maps illustrating ALL features requested in Question 4, site photographs
- ☐ Geotechnical Soil Evaluation Report (if applicable)
- ☐ Construction financing commitments, terms sheets, or letters of interest
- ☐ HUD 'Invitation to Apply' letter (if applicable)
- ☐ Resolution establishing Redevelopment TIF district and/or documentation of Redevelopment TIF qualifications (slum and blight analysis, building inspection, etc.)
- ☐ TIF Cash Flow Analysis (if using TIF)
- ☐ Site crime data
- ☐ Council action/minutes or other documentation demonstrating local approvals/entitlements
- ☐ Current property tax statements for each parcel
- ☐ Joint agreements (if project is multi-jurisdictional)
- ☐ Local transit schedules
- ☐ Developer letter of commitment and/or development agreement
- ☐ End-user or business tenant letter(s) of commitment (if applicable)
- ☐ Resolution from applicant agency (Statutory Cities **MUST** authorize Mayor and Clerk)
- ☐ **MUST BE SUBMITTED AT TIME OF APPLICATION**
- ☐ Resolution from municipality in which the site is located (if different from applicant agency)
- ☐ Conflict of Interest form signed by the applicant



MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

651-259-7451 or toll free at 1-800-657-3858

Mail Address:

Brownfields and Redevelopment Unit
1st National Bank Building
332 Minnesota Street, DEED Basement Mail Room
St. Paul, MN 55101-1351

Physical Address:

Brownfields and Redevelopment Unit
Great Northern Building
180 East Fifth Street, Suite 1200
St. Paul, MN 55101

INSTRUCTIONS

PURPOSE/BACKGROUND:

The Redevelopment Grant Program was established by the 1998 legislature to incentivize the redevelopment of old industrial, residential, or commercial properties; and assist private sector development with the challenges/costs these sites contain. Minnesota Statutes §§ 116J.571 – 116J.575 gives the Minnesota Department of Employment and Economic Development (DEED) authority to award grants to assist development authorities with eligible redevelopment costs as defined below.

The Redevelopment Grant Program is for currently or previously developed sites where significant barriers exist to redevelop the land into a different and/or more productive use. This program is not intended for parties that have operated on the site long-term, but rather to assist new parties with site redevelopment.

GRANT FUNDING AVAILABILITY:

Funding amounts have typically varied depending on legislative appropriation; however, DEED anticipates the availability of at least \$2 million per grant round. According to legislative requirement, if sufficient eligible applications are received, at least 50 percent of the grant money will be awarded to projects outside of the seven-county metropolitan area.

APPLICATION DEADLINES:

The Redevelopment Grant Program operates on a semi-annual grant cycle. Deadlines for submitting applications are **February 1** and **August 1** by 4:00 p.m. each year. If these days fall on a weekend, the deadline will be the following business day. **Three complete sets of application documents are required for each project: 2 paper copies and 1 electronic copy on a flash drive.** An applicant may apply for more than one project, but a separate application must be completed and submitted for each site.

NOTE: Emailed applications will not be accepted. Please fill out the entire application. All applications must be complete upon submission to qualify for a grant. This includes the fully signed, required resolutions. Applications should be in a binder or bound with attachments clearly marked and tabbed.

ELIGIBLE GRANT APPLICANTS:

Eligible applicants for this program are statutory or home rule charter cities, economic development authorities, housing and redevelopment authorities, counties, or port authorities. While these are the eligible applicants, the site can be either privately or publicly owned.

GRANT ELIGIBLE SITES:

Only sites that have been previously developed, and the need to redevelop the land into a different and/or more productive use exists, qualify for a Redevelopment Grant. Sites which were never historically developed with buildings or infrastructure (i.e., cornfield) do not qualify. This program is not intended for parties that have operated on the site long-term, but rather to assist new parties with site redevelopment.

GRANT ELIGIBLE COSTS:

The Redevelopment Grant Program can pay up to 50 percent of the redevelopment costs for a qualifying site. "Redevelopment costs" or "costs" mean the costs of land acquisition, stabilizing unstable soils when infill is required, infrastructure improvements and ponding or other environmental infrastructure, demolition costs and costs necessary for adaptive re-use of buildings, including remedial activities. For purposes of this program adaptive reuse means interior environmental abatement and does not include building rehabilitation or construction. Costs incurred before the grant agreement is fully executed are not eligible for reimbursement.

The redevelopment challenges/costs should be related to the site's current or previously developed use. Examples of eligible and ineligible costs include:

Eligible Costs

- Public acquisition*
- Demolition costs (as defined by Minn. Stat. § 116J.572)
- Interior environmental abatement (e.g., asbestos abatement, lead paint abatement)
- Public infrastructure improvements** (e.g., water, sanitary, and storm connections, public sidewalks, public street or sidewalk lighting, public roads, etc.)
- Environmental infrastructure (e.g., stormwater ponding or system, etc.)
- Geotechnical soil correction (must submit a geotechnical soil evaluation)

**Although the statute recognizes acquisition as an eligible expense, DEED will only consider public acquisition, and these costs are only eligible as matching costs.*

***Although these costs are eligible, they should not be the sole costs of the grant request.*

Ineligible Costs

- Construction costs
- Building rehabilitation costs (including interior demolition)
- Environmental remediation (i.e., soil, groundwater, and/or vapor contamination)
- Project/grant administration
- Costs of appraisals or other application costs
- Streetscaping/landscaping (including rain gardens)
- Soft costs (e.g., performance bonds, insurance, etc.)
- Contingencies

GRANT LOCAL MATCH REQUIREMENT:

It is required that the applicant pay for at least 50% of the eligible redevelopment costs as a local match to obtain a redevelopment grant. The match can come from any source available to the applicant. Eligible redevelopment costs incurred up to 12 months prior to the application due date may be included as local match

but cannot be reimbursed by DEED. See "Grant Eligible Costs" above. Prior costs should be identified in the Cost Analysis section of the application.

The applicant must complete and adopt the attached resolution authorizing this application and committing the local match from the applicant (see Section VII, Resolutions).

REQUIRED APPRAISALS OR ASSESSMENTS FOR GRANTS:

Current (as-is) and projected (pre-construction) assessed values as determined by the local assessor are required. In lieu of the assessed value, appraisals done by an independent appraiser using accepted appraisal methodology, may be submitted. Values cannot be determined in any other manner. For tax exempt properties without an assessed value, a current market value must be provided.

The value of the property after the proposed development is completed is also required. This estimate is generally based on similar development projects in the city or a tax capacity estimate from the local assessor.

GRANT AWARD CRITERIA:

DEED will award grants to projects that provide the highest return in public benefits for the public costs incurred and meet all the statutory requirements. To evaluate the applications for public benefits with respect to the costs incurred, the law specifies priorities that DEED must consider.

To fulfill this requirement of reviewing applications in an objective and fair manner, the following criteria have been assigned maximum point values to systematically award grants. All assigned scores will be relative to scores awarded to other applications during the same grant round. **An application must receive a minimum of 50 points to be eligible for funding.**

1. Need for redevelopment in conjunction with contamination remediation needs. *Maximum = 15 points.*
2. Redevelopment project meets current tax increment financing requirements for a redevelopment district and tax increments will contribute to the project. *Maximum = 25 points.*
3. Redevelopment potential within the municipality. *Maximum = 85 points.*
4. Proximity to public transit if located in the metropolitan area. *Maximum = 5 points.*
5. Multi-jurisdictional projects that consider the need for affordable housing, transportation, and environmental impact. *Maximum = 15 points.*

Note: application review is a closed process. DEED reviewers may request clarification, but unanswered questions will not receive a score. Additional materials and required attachments will not be accepted after the application deadline without prior request or approval.

DEED has Redevelopment Grant rounds every six months. It is expected that projects are ready to begin grant activities as soon as grant funds are available. If there are one or more grant rounds before grant activities are scheduled to begin, DEED strongly recommends applying in a future grant round that is closer to commencement of the project. Be advised that if awarded, the application will be incorporated into the grant contract. The schedule provided in the application should be as accurate and realistic as possible. **Significant changes to the project and its schedule may result in grant termination.**



Brownfields and Redevelopment Unit

Redevelopment Grant Application

Applicant (Public Entity) *	City of La Crescent, MN	
Head of Applicant Agency (e.g., Mayor) <i>Name and Title</i>	Mikel Poellinger, Mayor	
Address	315 Main Street	
City	La Crescent	Zip Code: 55947
Email of Agency Head	mpoellinger@cityoflacrescent-mn.gov	
If the applicant is a city, what form of government?	☐ Home Rule	☒ Statutory City
Project Contact for the Public Entity	Larry Kirch	
Phone	(507) 895-4096	
Email	lkirch@cityoflacrescent-mn.gov	
Address	315 Main Street	
City	La Crescent	Zip Code: 55947
Project Manager for this project from the Public Entity, in the event of an award*	Larry Kirch	
Phone	(507) 895-4096	
Email	lkirch@cityoflacrescent-mn.gov	
Application Author	Larry Kirch	
Phone	(507) 895-4096	
Email	lkirch@cityoflacrescent-mn.gov	

*If awarded, please note that the applicant is responsible for administering the grant and ensuring all grant terms and conditions are met.

PROJECT SUMMARY

ATTACH a summary of the project including the applicant's capacity to manage the grant in the event one is awarded.

I. SITE IDENTIFICATION AND HISTORY

SITE INFORMATION

1. Name of site/project: 31 S Walnut Redevelopment Project

Site address: 31 S Walnut Street

City: La Crescent Zip code: 55947

Site acreage: .06

Property Identification Number(s): 250046000

Minnesota Legislative District* in which the site is located:

A: Senate District 26

B: House District 26B

*The Minnesota Legislature has an online tool to look up legislative district numbers: [Legislative Website](#)

SITE OWNERSHIP

2. A. Current property owner(s): Brycambria Properties LLC

When was the property purchased? 09/14/2020

For what amount? \$150,000

From whom was the property purchased? Roxsco LLC

- B. Who will develop the site? 31 South Walnut, LLC (new LLC of existing owner)

Will the developer/affiliate own the property at any time? ☒ Yes ☐ No

When was/will the property be purchased? February 12, 2024

For what amount? \$107,000

- C. Who will own the site after development? 31 South Walnut, LLC

When was/will the property be purchased? N/A

For what amount? \$ N/A

- D. What is the relationship (if any) between the current owner, the developer, and/or the future owner(s)? All the same principals

SITE VALUATION: ASSESSMENT OR APPRAISAL

3. DEED requires an appraisal or current assessed value as shown below. For tax-exempt properties without an assessed value, a current market value must be provided.

ATTACH an appraisal completed by a qualified independent appraiser licensed under chapter 82B using accepted appraisal methodology which shows the current market value of the property. This value should

include both the value of the land and, if applicable, any buildings on the Site. Along with the appraisal, please include the projected value after redevelopment activities and development have been completed.

Current Appraised Value	
Projected Value	

Or **ATTACH** documentation showing the assessed value of the property for the most recent year, as determined by the local assessor, shown on the most recent valuation notice used under Minn. Stat. § 273.121. Along with the assessed value, please include the projected value after redevelopment activities and development have been completed.

Current Assessed Value	\$89,800
Projected Value	\$750,000

MAPS AND SITE FEATURES

4. **ATTACH** accurate and legible site and location maps, showing locations of prominent and relevant site features such as buildings, retaining walls, etc. Maps must include site boundaries, a north arrow and bar scale, and show the following:
 - ☒ Current condition of the site including labeled structures.
 - ☒ Specifically, where and for what activities DEED money will apply
 - ☒ If requesting, geotechnical soil correction location and depth
 - ☒ Proposed development of the site including labeled structures.
5. **ATTACH** current (and historic, if available) photographs of the site.

HISTORY

6. Provide the timeline and history of the site. This includes, but is not limited to, when the site was first developed, former and current uses, as well as former and current occupants, etc., and describe what led to the site's current dilapidated condition.

Original front portion of the building was built in 1948 as a dry cleaners which remained in operation until around 2013. The back portion of the building was added on as a laundromat in the late 1990s. Currently, the front portion of the building is vacant and the back operates as a laundromat. The building is in very rough shape due to neglect and lack of repair from previous owners. The building has major water damage resulting from many areas of neglect. The entire roof is in disrepair and has had many large leaks that have gone years without repair and replacement which has damaged the roofing structure as well as the walls below. There are leaking pipes and valves. The laundromat drainage pits have backed up and flooded the entire building multiple times. In addition to the water damage, the building slab/floor has cracked and dropped substantially in many areas, the laundromat portion doesn't have air conditioning and the front portion has no air condition or heat at all.

CURRENT AND FUTURE SITE USE

7. Zoning/Land Use:
 - A. Current: ☐ Industrial ☒ Commercial ☐ Residential ☐ Mixed-use ☐ Other (Specify) Click or tap here to enter text.
 - B. After Redevelopment: ☐ Industrial ☒ Commercial ☐ Residential ☐ Mixed-use ☐ Other (Specify) Click or tap here to enter text.

8. Current buildings on site:

	Number of buildings	How many are occupied?	If vacant, for how long?
Industrial			
Commercial	1	1	Store front vacant for several years, laundromat in limited use.
Residential			

9. Year building(s) was/were constructed: 1947

10. Describe the current condition of the buildings on site: See #6 above, leaking roof, water damage, plumbing backing up numerous times, cracked and settling floor slab, no heat/ac.

11. Describe plans for the existing buildings as redevelopment occurs:

The laundromat has been in phase out mode for the last two years and will be demolished in the spring of 2024 and redeveloped into a mixed use commercial and residential building.

12. Describe **IN DETAIL** the proposed development plan for the site. Include information such as the number and size of buildings, number of housing units, square footage of commercial space, any known future tenants, etc.

There will be a single building with the new building having two stories with 2,400 sq. ft. per, floor for a total of 4,800 sq. ft. The main level will consist of commercial/retail space that may be subdivided for future tenants. The planned tenant is a hair salon/barber shop. The 2nd level will consist of 2 apartments both with 2 bedrooms and 2 bathrooms.

IMPORTANT NOTE: Per Minn. Stat. § 116J.575, Subd. 4, if this redevelopment project fails to substantially provide the public benefits (jobs and taxes) listed in this application within five years of the grant award date, the Commissioner may require that 100 percent of the grant amount be repaid to DEED.

13. Is the proposed development related to the bioscience field? ☐ Yes ☒ No

If yes, describe: Click or tap here to enter text.

14. Is the proposed development an expansion of an existing Minnesota bioscience business?

☐ Yes ☒ No

II. COST ANALYSIS

15. Total redevelopment costs as defined on Page iii: \$750,000

16. DEED request amount: \$25,246.00

Note: at least 50% of the total redevelopment costs must be paid with a match source.

17. Describe **IN DETAIL** the specific activities for which DEED funds are being requested:

Building Demolition, foundation/rubble removal, geotechnical testing and report, soil placement/compaction to proper bearing strength in preparation for footings.

18. If requesting assistance with geotechnical soil correction, explain how these costs are related to the site's past use and **ATTACH** the site's geotechnical soil evaluation report.

With the cracking and settling of the slab, the sub soil condition is not likely suitable for redevelopment without geotechnical soil correction. The geotechnical soil investigation and correction cost is an estimate and a range of costs was given by the demolition and excavation contractor. When the building is demolished and rubble removed, the geotechnical evaluation will occur.

19. Complete the budget table below indicating the sources, uses, and amounts of all funds (including TIF, DEED requests, etc.) that will be used for eligible redevelopment costs as defined on Page iii. The table should list the total redevelopment costs, including any costs that have already been incurred.

The 50% local match can come from any source. Eligible redevelopment activities that have been completed up to 12 months prior to the application due date can count toward local match. If eligible costs have been incurred, attach the invoices. Public acquisition is only eligible as a match cost.

Redevelopment Sources and Uses of Funds for the Project (Budget Table)					
Use of Funds (Activity) (List individually)	Cost	Cost Incurred? Y/N	Date Incurred	Source of Funds	Date Funds Committed*
Asbestos Removal	\$1,220	Y	4/12/2023	Developer	Receipt attached
Building Demolition	\$23,550	N	TBD	Developer/TIF	Development Agreement Signed 11/13/23
Geotechnical Evaluation/ Report and inspections	\$7,500	N	TBD	Developer/TIF	11/13/23
Excavation allowance	\$6,110.00	N	TBD	Developer/TIF	11/13/23
Structural fill allowance	\$8,833.33	N	TBD	Developer/TIF	11/13/23
City water connection replacement	\$2,250	N	TBD	Developer/TIF	11/13/23
City sewer connection replacement	\$2,250	N	TBD	Developer/TIF	11/13/23
Land Acquisition	\$107,000	N	02/12/24	Developer/TIF	11/13/23
Total	\$157,493				

Use of Funds (Activity): See Page iii for a list of eligible redevelopment costs. Be specific. List activities individually rather than combining into one line item (e.g., city water connection upgrade, city sanitary connection upgrade, etc.)

Cost: Total cost of the budget line item.

Costs Incurred: Has work on this activity started?

Date Incurred: When was this work done? Give a time range if necessary.

Source of Funds: List the funding sources, including match sources, contributing to each activity.

Date Funds Committed: When were the funds secured from this source?

*ATTACH documentation of funding commitments.

20. Complete the table below indicating the sources, uses, and amounts of all funds that will be used for

development construction.

Construction Sources and Uses of Funds for the Project			
Construction Activity	Cost	Sources of Funds (list individually)	Date Funds Committed*
Building Demolition, Site Preparation,	\$50,493	Developer TIF Note Redevelopment Grant	2/12/24
Site Acquisition	\$107,000	Developer TIF Note	
Construction	\$750,000	Bank Financing	2/12/24
Commercial Tenant Improvements	TBD	Tenant	TBD
Total	\$907,493		

Construction Activity: May include building construction or other costs ineligible for Redevelopment.

Commitment Date: If construction financing is pending, list the date closing is anticipated.

***ATTACH** documentation of funding commitments.

21. What are the development's construction costs? Note the tables in question 19 and 20 should have the same total.

Total	\$907,497
Public	\$195,000 via TIF (includes MnDEED grant)
Private	\$712,493

22. Is all the construction financing in place for the development of the site? ☒ Yes ☐ No

If yes, **ATTACH** documentation of funding commitments.

23. If construction financing is not in place, what is the process and timeline to secure the funds and when is closing anticipated?

Click or tap here to enter text.

ATTACH any letters of interest, term sheets from lenders or other funding sources, and include this information in Section V, Project Schedule.

24. Is the project seeking financial assistance from HUD and/or MHFA?

☐ Yes ☒ No

If yes, where is the project in the HUD and or MHFA financing process?

Click or tap here to enter text.

25. Will the development plan proceed without a DEED Redevelopment Grant?

☒ Yes ☐ No

Please explain.

The project developer is a local business family with an adjacent pizza establishment and the building and property is underutilized and the developer is committed to proceeding with the project to improve the Walnut Street corridor without DEED funds. Receipt of funds as a reimbursement will allow the

developer to more quickly redevelop the site into a mixed-use development.

III. TAX INCREMENT FINANCING (TIF) ANALYSIS

26. Is this project included in a currently established Redevelopment TIF district? ☒ Yes ☐ No

If yes, **ATTACH** the adopted resolution establishing the Redevelopment TIF district.

27. If not, does the project currently meet TIF requirements for a Redevelopment TIF district?

☐ Yes ☐ No

28. If yes, check the following TIF criteria that apply and **ATTACH** documentation (slum and blight analysis, building inspection, etc.) determining Redevelopment TIF qualifications:

- ☒ A. Parcels consisting of 70% of the area of the TIF district must be occupied by buildings, streets, utilities, or other improvements, and more than 50% of the buildings (excluding outbuildings) must be structurally substandard to a degree requiring substantial renovation or clearance; or
- ☐ B. Parcels must consist of vacant, unused, under used, inappropriately used, or infrequently used rail yards, rail storage facilities or excessive or vacated railroad rights-of-way; or
- ☐ C. Tank facilities (see criteria in Minn. Stat. § 469.174, Subd. 10[a][3]); or
- ☐ D. A qualifying disaster area.

29. How much TIF will be used for the project? \$195,000 maximum reimbursement per development agreement.

ATTACH a cash flow analysis that indicates how much TIF will be used towards this project.

If another type of TIF is being used for this project, what type is it? (Housing, pooled, etc.)

Click or tap here to enter text.

30. What activities are being financed with TIF? Property acquisition and building demolition, site preparation and construction activities.

31. What is the maximum amount of TIF that can be generated? \$195,000

32. If TIF is not being used fully, or at all, explain why:

Click or tap here to enter text.

33. Is there a gap in financing after applying TIF? ☐ Yes ☒ No

If yes, how much is the gap? \$Click or tap here to enter text.

IV. ANALYSIS OF REDEVELOPMENT POTENTIAL

34. Describe how redevelopment of this site will spur future development of adjacent sites by identifying nearby properties with redevelopment potential.

The addition of a new building with housing on the second floor will build momentum in the downtown as envisioned by the Walnut Street Corridor Plan. The city's downtown is relatively small due to its proximity to the La Crosse, Wisconsin MSA. There is potential for additional building renovations in the downtown such as Kaddie's Café which has inquired about a rehabilitation. A long-time business owner in the downtown is retiring and the redevelopment of this site may signal to other developers that La Crescent is serious about the Walnut Street Corridor placemaking project.

35. Describe the relative adequacy of the infrastructure at the site.

There is city water and sewer in the alley that serves this parcel and is currently utilized to serve the site and will be utilized for the new building.

36. **ATTACH** the most recent data on criminal activity at the site. Describe how redevelopment of the site will reduce crime.

N/A, according to the La Crescent Police Department, there has been no recent (last 12 months) criminal activity at the site. Historically, there had been someone sleeping in the building but with the new ownership the building is locked and the laundromat is no longer open 24 hours a day. Incidents were minor at the site prior to the new owner. The developer has a commercial building in the same block and keeps a watchful eye on the property. Once the redevelopment occurs

37. Has the site been found or suspected to be contaminated? ☐ Yes ☒ No

If yes, describe the type of contamination: Site previously remediated

Check all that have been completed:

- ☒ Phase I ESA
- ☐ Phase II ESA
- ☐ Response Action Plan (RAP)
- ☐ MPCA RAP Approval
- ☐ Hazardous Material Survey

What are the anticipated remediation costs? \$N/A, site has been remediated by previous owner prior to purchase by the current owner.

What are the sources of funding for contamination cleanup? Click or tap here to enter text.

38. Have all the required local approvals/entitlements necessary for this project to proceed been obtained (planning commission, zoning, etc.)? ☒ Yes ☐ No

If yes, **ATTACH** council action/minutes or other documentation to confirm.

If not, what approvals remain and what is the timeline for obtaining these approvals? Include this information in Section V, Project Schedule.

N/A = There were no entitlement applications necessary as the site had the proper commercial zoning for the project and no Variances or Conditional Use Permits are anticipated.

PROPERTY TAX INFORMATION

39. What are the current property taxes (as determined by the County or City Assessor) for the site:

\$2,002 (2023 payable from county assessor website)

ATTACH a current property tax statement for each parcel.

40. What are the projected property taxes after development is completed: \$16,214

How was this figure determined? Current tax rate of .021 X \$750,000 = \$16,214

JOB CREATION

41. Project the number of new full-time equivalent (FTE) jobs to be created after redevelopment and development of the site is completed. These should include permanent jobs that did not exist in

Minnesota prior to development and do not include temporary or construction jobs.

Total New Jobs: 10 FTEs

New Jobs Table

Position Title	Total # of Full-Time Jobs (FTE)	Total # of Part-Time Jobs	Part-time Hours Per Week	Expected Hiring/Start Date
Beautician/Barber	10			02/01/2025

JOB RETENTION

42. Project the number of retained FTE jobs after redevelopment and development of the site is completed. These should include permanent jobs that existed either on-site or elsewhere in Minnesota prior to development.

Total Retained Jobs: N/A FTEs

Retained Jobs Table

Position Title	Total # of Full-Time Jobs (FTE)	Total # of Part-Time Jobs	Part-time Hours Per Week	Former Location of Retained Jobs

HOUSING DATA

43. If the site will be redeveloped for residential use, provide the following data:

RENTAL:

Total number of units	2
Monthly rental cost per unit	\$1,500
Number of affordable units*	
Level of affordability	
Construction cost per unit	\$200,000-\$230,000

OWNER OCCUPIED:

Total number of units	
Purchase price per unit	\$
Number of affordable units/homes*	
Level of affordability	
Construction cost per unit	\$

*For purposes of this program, DEED considers affordable housing to be at or below 60% area median income (AMI).

OTHER PUBLIC BENEFITS

44. Is this a multi-jurisdictional project (a joint application, joint powers agreement, joint development

agreement, etc.)? ☐ Yes ☒ No

If yes, describe how the project is multi-jurisdictional and ATTACH any joint agreements.

Click or tap here to enter text.

Note: projects with other state agencies and/or the Metropolitan Council are not considered multi-jurisdictional projects.

45. What positive environmental benefit does this project have to the state and region? The site is an infill redevelopment project on an existing developed parcel and as such will benefit the city, state and region as part of the city's downtown revitalization efforts. La Crescent is on the Great River Road but the downtown is bypassed from the highway corridor. This project ties in with a revitalized Walnut Street corridor that is intended to bring in residents and visitors into the downtown. While only providing two units of residential housing on this small-scale project, it does assist the city, state and region with providing two residential units which did not previously exist.

46. Does the project advance or promote the growth of the green economy as defined in Minn. Stat. § 116J.437? ☒ Yes ☐ No

If yes, describe how the project advances or promotes the growth of the green economy in Minnesota:

The building will be 100% electric (no natural gas). The building will be using heat pumps with electric backup to heat the building.

PROXIMITY TO PUBLIC TRANSIT

47. ATTACH any local transit schedules and highlight the lines that serve the project site or nearby area. If a regularly scheduled route does not serve the area, please provide information about other forms of transit that serve the community.

The city runs the Apple Express which is operated by the La Crosse Municipal Transit Utility. The Apple Express serves as a fixed route/route deviation service. A bus stop is located across the street from the laundromat site (within 150 feet). Other forms of transit include ABLE which serves the disability community.

DEVELOPER/END-USER/TENANT COMMITMENT

48. If there is a developer, complete the following and ATTACH a letter of commitment.

Developer	31 S Walnut LLC
Contact Person	Troy Nolop
Title	Managing Member
Phone Number / Email	(608) 498-6997

49. If there is an end-user or third party, such as a business tenant, complete the following and ATTACH a letter(s) of commitment. At the time of this application, the developer was negotiating a lease with a salon/barber shop but a lease or commitment letter has not been signed.

Third Party/Company Name
Contact Person
Title
Phone Number / Email

V. PROJECT SCHEDULE

50. Provide a detailed schedule outlining the individual tasks necessary to complete the project. This includes redevelopment and development tasks and activities such as, but not limited to, site acquisition, local approvals (entitlements, TIF, etc.), financing commitments, abatement, demolition, development construction start and end date, and any other project activities.

IMPORTANT NOTE: Per Minn. Stat. § 116J.575, Subd. 4, if this redevelopment project fails to substantially provide the public benefits (jobs and taxes) listed in this application within five years of the grant award date, the Commissioner may require that 100 percent of the grant amount be repaid to DEED.

DEED has redevelopment grant rounds every six months. It is expected that projects are ready to begin grant activities as soon as grant funds are available. If there are one or more grant rounds before grant activities are scheduled to begin, DEED strongly recommends applying in a future grant round that is closer to commencement of the project. Premature applications increase the likelihood that public benefits will not be achieved within five years thus requiring grant repayment.

If awarded, this schedule will be incorporated into the grant contract. Be as accurate and realistic as possible. Significant changes to this schedule may result in grant termination.

Scheduled Tasks

Task	2024												2025												20__												
	Jan	Feb	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Ma	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Notice of Grant Funding				X																																	
Demolition, Rubble Removal				X																																	
Geotechnical Borings/Report					X																																
Soil Backfill, footings and foundation						X																															
Construction						X	X	X	X	X	X	X	X	X	X																						
Completion/Occupancy																X																					

Redevelopment activities start date: 4/15/2024

Redevelopment activities completion date: 6/30/2024

Construction completion date: 3/30/2025

Benefits achievement date: 4/1/2025

51. Please list any factors which would change or delay this schedule. Material delays, extreme weather

VI. PAYMENT INFORMATION

52. To receive payment from DEED, a SWIFT Vendor Number (with Location Code) assigned by Minnesota Management and Budget is required. For prompt payment, ensure the Vendor Number and Location Code are set up to allow electronic funds transfer (EFT) or Automated Clearing House (ACH) payment. State Vendor information may be found at: [Supplier Portal](#)

Applicant's Financial Contact	Kara Tarrence, Finance Director
Phone	507-895-2069
Email	<u>ktarrence@cityoflacscent-mn.gov</u>
Applicant's SWIFT <u>Remit To</u> Vendor Number and Location Code	0000201625
Address Associated with SWIFT Vendor Number and Location Code	PO Box 142 315 Main Street, La Crescent, MN 55947-0142

VII. RESOLUTIONS

53. Resolutions must be adopted prior to the application deadline and submitted with the application. The two required elements are:

- A. A resolution from the governing body of the city where the project site is located, which approves the application.
- B. A resolution from the applicant committing the local match and authorizing contract signatures.
Note: Pursuant to Minn. Stat. § 412.201, Statutory Cities must authorize the Mayor and Clerk to execute all contracts.

Blank resolution templates are included on the following pages. The applicant may choose to reformat or combine them, but the adopted resolution must include all the following statements. **Resolutions that do not contain all statements will not be accepted.**

RESOLUTION #1: Municipality Approving the Application

BE IT RESOLVED that the _____ (Municipality of project location) has approved the Redevelopment Grant application submitted to the Department of Employment and Economic Development (DEED) on _____ (Date), by _____ (Applicant) for the _____ (Site name) site.

I certify that the above resolution was adopted by the city council on _____ (Date)

Signed: _____ (Authorized Official)

Title: _____

Date: _____

Witnessed by: _____

Title: _____ Date: _____

RESOLUTION #2: Committing the Local Match and Authorizing Contract Signature

BE IT RESOLVED that _____ (Applicant) act as the legal sponsor for project(s) contained in the Redevelopment Grant Program application to be submitted on _____ (Date), and that _____ (Title of Authorized Official) is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of _____ (Applicant).

BE IT FURTHER RESOLVED that _____ (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, _____ (Applicant) may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575, Subd. 4;

BE IT FURTHER RESOLVED that _____ (Applicant) has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, _____ (Applicant) may enter into an agreement with the State of Minnesota for the above-referenced project(s), and

that _____ (Applicant) certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk (for Statutory Cities), or Title of Authorized Official(s), are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Note: Do not include the name, only the title of the official(s).

Pursuant to Minn. Stat. § 412.201, Statutory Cities must authorize both the Mayor and Clerk to execute all contracts, whereas Home Rule Charter Cities or other public entities may differ.

I CERTIFY THAT the above resolution was adopted by the _____ (City Council, County Board, etc.)
of _____ (Applicant) on _____ (Date)

SIGNED: (Authorized Official)

WITNESSED BY:

(Title and Date)

(Title and Date)

VIII. Applicant Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01: Grants Conflict of Interest (Current Policies tab) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict-of-interest disclosure form.

☒ I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL or POTENTIAL conflict of interest.

(Please describe): Click or tap here to enter text.

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Lawrence J. Kirch

Signature: _____

Organization: City of La Crescent, MN

Date: 1-30-2024

MEMORANDUM

TO: Mayor and City Council

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

DATE: May 23, 2024

RE: Upcoming Street Projects

The City of La Crescent has several infrastructure projects that have been discussed and funded over the past couple of years. Below is a summary of planned projects, including estimated construction costs and funding sources. I will attend the City Council Meeting to review, discuss, and answer questions.

Walnut Street

The City adopted the *Walnut Street Corridor Plan* on December 11, 2023. An application for Local Road Improvement Projects (LRIP) was submitted in December and the application was approved in April for \$1,500,000. The LRIP funds are programmed for 2025-2026. The City has also submitted funding applications to the MN Bonding Bill, which did not receive approval before the end of the legislative session. Below is a summary of potential funding sources for the project. The City has also submitted a Federal Congressional Appropriation for the project.

Funding Source	Amount	Status
LRIP	\$1,500,000	Approved
Federal Funds – Small Cities	\$600,000	Submitted
MSAS	\$850,000	
Local - Watermain	\$350,000	
State Bonding Submission	\$2,050,000	No action from Legislature
Congressional Appropriation	\$2,000,000	Submitted
Total Project Cost	\$5,300,000	

We are currently developing an engineering services agreement to present at the second Council Meeting in June. The project is currently planned for 2025 depending on total financial package for the project.

South 5th Street

South 5th Street between Hill and Elm Streets has exceeded its life expectancy and is a candidate for reconstruction (refer to attached exhibit). We are proposing to construct the roadway to a width of 38 feet, face of curb to face of curb, although a number of residents on the street have expressed their desire to maintain the paved section at its current width of 42 feet. The project will also reconstruct sidewalks on both sides of the roadway. In addition to roadway reconstruction, the watermain will be replaced. The watermain portion of the project is estimated at \$140,000. The sanitary sewer has been televised and reviewed and was determined to be in good condition. When the sanitary sewer needs to be rehabilitated, it is anticipated that lining will be a viable solution. The City Council previously approved a resolution dedicating the road as a State Aid Route, making it eligible to receive State Aid funding for the roadway portions of the

project. The expected project cost is \$990,000. We presently do not have a timeframe for completing this project.

South 6th Street

The City submitted an Active Transportation project to fund a 10' connector path along the north side of South 6th Street from the intersection of Elm Street and South 6th Street (including bump-outs on the west side of the intersection) to the Aquatic Center and then to South 7th Street (refer to attached exhibit). The project will also include watermain replacement on South 6th Street at an estimated cost of \$102,000. The total construction cost is expected to be \$705,000 with \$201,000 of grant funding. This project may begin in 2024. The City Council previously authorized engineering for the project in December 2022. We have started to gather survey information and will be presenting plans for approval this summer. The balance of the project costs, excluding watermain, may come from the bonding authority under the City's 2021-2026 Street Reconstruction Plan. Depending on the timing of the project, it may be necessary to do a reimbursement resolution so that the eligible project costs can be included in a future bonding issue.

Safe Routes to School (SRTS) – Transportation Alternative Funding

The project consists of the following pedestrian improvements:

- Replace sidewalk along the north side of 2nd Street in front of Crucifixion Elementary.
- Install bump-out crossings at Oak and South 3rd Street.
- Add sidewalk along south side of South 12th Street between Lancer and Skunk Hollow Road, including bump-outs at Lancer intersection.
- Install bump-outs on north side of South 11th Street and Redwood Drive.
- Install pedestrian crossing at Montessori and STEM school.
- Add sidewalk on the south side of South 11th Street between Cedar Drive & Oak Street.

Project funding is available in 2027.

Safe Routes to School (SRTS) – State SRTS Funding

This project includes installation of a path connecting South 14th Street and Kistler Court along Highway 16 with bump-outs and high visibility crosswalks at the 14th Street crossing. The project includes installation of a sidewalk along the east side of Spruce Drive between South 7th and South 11th Streets along with curb extensions at the South 11th Street intersection. The work will also construct a sidewalk along west side of Lancer Boulevard between South 11th and South 12th Streets. The total funding for the project is \$410,000. Project funding is available in 2025. The City's local share of the project cost will be \$75,000. These costs will need to be included in the 2025 general fund budget.

Other Funding Sources

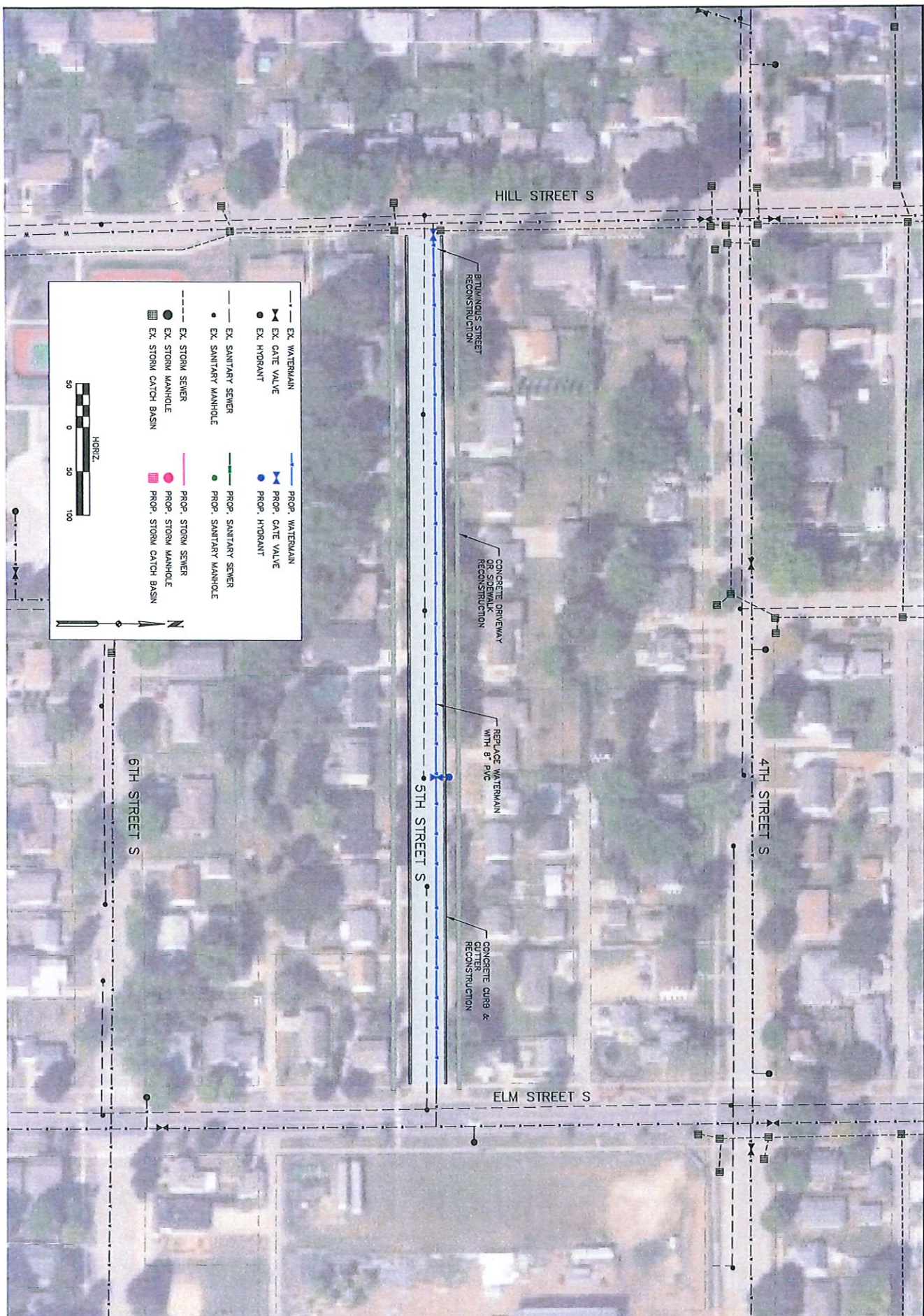
State Aid Funds:

- The City will have a balance of \$743,323 after distribution of funds for the Wagon Wheel Trail Bridge.
- Expected allocation for 2025 is \$210,000.
- The City may have the option of borrowing ahead on State Aid Funds.

American Rescue Plan Act (ARPA) Funds:

- The City has \$265,000 funds available to spend on watermain portions of the above projects.





— EX. WATERMAIN	— PROP. WATERMAIN
● EX. GATE VALVE	● PROP. GATE VALVE
● EX. HYDRANT	● PROP. HYDRANT
— EX. SANITARY SEWER	— PROP. SANITARY SEWER
● EX. SANITARY MANHOLE	● PROP. SANITARY MANHOLE
— EX. STORM SEWER	— PROP. STORM SEWER
● EX. STORM MANHOLE	● PROP. STORM MANHOLE
■ EX. STORM CATCH BASIN	■ PROP. STORM CATCH BASIN

HORIZ.
50 0 50 100

Engineer's Opinion of Probable Construction Costs
S 5th Street Reconstruction
La Crescent, MN
2024

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization	1	L.S.	@	\$75,000.00	\$75,000.00
2	Clearing & Grubbing	11	Each	@	\$1,500.00	\$16,500.00
3	Remove Bituminous Pavement	4,100	S.Y.	@	\$4.00	\$16,400.00
4	Remove Curb and Gutter	2,000	L.F.	@	\$6.00	\$12,000.00
5	Remove Concrete Walk	780	S.Y.	@	\$6.50	\$5,070.00
6	Remove Concrete Driveway Pavement	400	S.Y.	@	\$6.50	\$2,600.00
7	Remove Gate Valve	2	Each	@	\$500.00	\$1,000.00
8	Remove Watermain	990	L.F.	@	\$5.00	\$4,950.00
9	Remove Hydrant	1	Each	@	\$1,000.00	\$1,000.00
10	Remove & Reinstall Signs & Mailbox's	30	Each	@	\$150.00	\$4,500.00
11	Common Excavation (P)	1,200	C.Y.	@	\$15.00	\$18,000.00
12	Common Topsoil Borrow (CV)	180	C.Y.	@	\$35.00	\$6,300.00
13	Geotextile Fabric, Type 7 (P)	4,888	S.Y.	@	\$2.50	\$12,220.00
14	Aggregate Base, Class 5 (P)(CV)	1,200	C.Y.	@	\$40.00	\$48,000.00
15	Breaker Run (CV)	600	C.Y.	@	\$45.00	\$27,000.00
16	Type SP 12.5 Bituminous Wearing Course	400	Ton	@	\$135.00	\$54,000.00
17	Type SP 12.5 Bituminous Non-Wearing Course	650	Ton	@	\$130.00	\$84,500.00
18	Aggregate for Pipe Foundation (CV)	80	C.Y.	@	\$40.00	\$3,200.00
19	4" Concrete Sidewalk	9,700	S.F.	@	\$7.50	\$72,750.00
20	6" Concrete Sidewalk	450	S.F.	@	\$10.00	\$4,500.00
21	Truncated Domes	40	S.F.	@	\$50.00	\$2,000.00
22	Concrete Driveway Reinforced Pavement	450	S.Y.	@	\$85.00	\$38,250.00
23	B624 Concrete Curb and Gutter	2,000	L.F.	@	\$25.00	\$50,000.00
24	F&I 8" PVC Watermain	1,000	L.F.	@	\$65.00	\$65,000.00
25	F&I 8" Gate Valve and Box	1	Each	@	\$2,500.00	\$2,500.00
26	F&I 6" Gate Valve and Box	1	Each	@	\$2,000.00	\$2,000.00
27	F&I Hydrant	1	Each	@	\$7,500.00	\$7,500.00
28	Connect to Existing Watermain	2	Each	@	\$1,500.00	\$3,000.00
29	F&I Water Service	25	Each	@	\$2,000.00	\$50,000.00
30	Temporary Water System	1	L.S.	@	\$10,000.00	\$10,000.00
31	Adjust Sanitary Frame & Ring Casting	4	Each	@	\$500.00	\$2,000.00
32	Sanitary Sewer Service Repair	5	Each	@	\$1,000.00	\$5,000.00
33	Storm Sewer Structure Modification	1	Each	@	\$1,500.00	\$1,500.00
34	Storm Sewer Intake	2	Each	@	\$3,500.00	\$7,000.00
35	Sod	3,500	S.Y.	@	\$12.00	\$42,000.00
36	Storm Drain Inlet Protection	2	Each	@	\$250.00	\$500.00
37	Temporary Rock Construction Entrance	2	Each	@	\$1,500.00	\$3,000.00
38	Traffic Control	1	L.S.	@	\$2,500.00	\$2,500.00

Subtotal	\$763,000.00
Contingency (10%)	\$76,000.00
Engineering (18%)	\$151,000.00
Total	\$990,000.00



Engineer's Opinion of Probable Construction Costs
S 6th Street Reconstruction
La Crescent, MN
2024

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization	1	L.S.	@	\$16,000.00	\$16,000.00
3	Remove Bituminous Pavement	2,548	S.Y.	@	\$5.50	\$14,014.00
4	Remove Curb and Gutter	1,069	L.F.	@	\$5.50	\$5,879.50
5	Remove Concrete Walk	54	S.Y.	@	\$6.60	\$356.40
6	Remove Concrete Driveway Pavement	103	S.Y.	@	\$6.60	\$679.80
7	Remove Storm Sewer Catch Basin	1	Each	@	\$495.00	\$495.00
8	Remove Storm Sewer Pipe	50	L.F.	@	\$16.50	\$825.00
9	Remove Gate Valve	2	Each	@	\$275.00	\$550.00
10	Remove Watermain	574	L.F.	@	\$6.60	\$3,788.40
11	Remove Hydrant	1	Each	@	\$440.00	\$440.00
12	Common Excavation (P)	825	C.Y.	@	\$13.20	\$10,890.00
13	Common Topsoil Borrow (CV)	15	C.Y.	@	\$33.00	\$495.00
14	Geotextile Fabric, Type 7 (P)	2,375	S.Y.	@	\$3.85	\$9,143.75
15	Subgrade Preparation 12"	5.1	Rd. Sta.	@	\$605.00	\$3,085.50
16	Aggregate Base, Class 5 (P)(CV)	660	C.Y.	@	\$38.50	\$25,410.00
17	Breaker Run (CV)	80	C.Y.	@	\$38.50	\$3,080.00
18	Type SP 12.5 Bituminous Wearing Course	242	Ton	@	\$132.00	\$31,944.00
19	Type SP 12.5 Bituminous Non-Wearing Course	242	Ton	@	\$132.00	\$31,944.00
20	Aggregate for Pipe Foundation (CV)	44	C.Y.	@	\$38.50	\$1,694.00
21	F&I 12" PVC Storm Sewer	143	L.F.	@	\$77.00	\$11,011.00
22	Construct Structure, Type 4 (48")	1	Each	@	\$4,730.00	\$4,730.00
23	Construct Structure Type 1	1	Each	@	\$3,850.00	\$3,850.00
24	Connect to Existing Storm Sewer Structure	1	Each	@	\$1,650.00	\$1,650.00
25	Adjust Frame Ring and Casting	4	Each	@	\$522.50	\$2,090.00
26	4" Concrete Sidewalk	202	S.F.	@	\$8.80	\$1,777.60
27	6" Concrete Sidewalk	413	S.F.	@	\$13.20	\$5,451.60
28	Truncated Domes	40	S.F.	@	\$60.50	\$2,420.00
29	Concrete Driveway Reinforced Pavement	94	S.Y.	@	\$88.00	\$8,272.00
30	B624 Concrete Curb and Gutter	1,178	L.F.	@	\$24.20	\$28,507.60
31	Traffic Control	1	L.S.	@	\$2,200.00	\$2,200.00
32	Temporary Rock Construction Entrance	1	Each	@	\$1,650.00	\$1,650.00
33	Storm Drain Inlet Protection	1	Each	@	\$247.50	\$247.50
34	Sod	379	S.Y.	@	\$13.20	\$5,002.80
35	Seeding	0.1	Acres	@	\$5,500.00	\$550.00
36	F&I 8" PVC Watermain	528	L.F.	@	\$66.00	\$34,848.00
37	F&I 6" PVC Watermain	5	L.F.	@	\$60.50	\$302.50
38	F&I 1" Type K Copper Pipe	563	L.F.	@	\$49.50	\$27,868.50
39	F&I Hydrant	1	Each	@	\$6,380.00	\$6,380.00
40	F&I 6" Gate Valve and Box	1	Each	@	\$2,447.50	\$2,447.50
41	F&I 8" Gate Valve and Box	1	Each	@	\$3,410.00	\$3,410.00
42	1" Corporation Stop	14	Each	@	\$495.00	\$6,930.00
43	1" Curb Stop and Box	14	Each	@	\$638.00	\$8,932.00

Engineer's Opinion of Probable Construction Costs
S 6th Street Reconstruction
La Crescent, MN
2024

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
44	F&I Ductile Iron Fittings	36	Pound	@	\$14.30	\$514.80
45	Connect to Existing Watermain	1	Each	@	\$1,375.00	\$1,375.00
46	Temporary Water System	1	L.S.	@	\$8,800.00	\$8,800.00
Subtotal						\$342,000.00
Contingency (10%)						\$34,000.00
Engineering (18%)						\$68,000.00
Trail Contingency						\$20,000.00
Trail Engineering						\$40,000.00
Total						\$504,000.00

S:\Jobs\La Crescent\7319.22\S 6th Street Estimate_Proposal_BidTab.xls

Engineer's Opinion of Probable Construction Costs
S 6th Street Trail Construction
La Crescent, MN
2024

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization	1	L.S.	@	\$6,000.00	\$6,000.00
2	Clear and Grub Tree	10	Each	@	\$825.00	\$8,250.00
3	Remove Bituminous Pavement	258	S.Y.	@	\$5.50	\$1,419.00
4	Remove Curb and Gutter	147	L.F.	@	\$5.50	\$808.50
5	Remove Concrete Walk	228	S.Y.	@	\$6.60	\$1,504.80
6	Remove Concrete Driveway Pavement	85	S.Y.	@	\$6.60	\$561.00
7	Remove Fence	150	L.F.	@	\$11.00	\$1,650.00
8	Common Excavation (P)	200	C.Y.	@	\$13.20	\$2,640.00
9	Common Topsoil Borrow (CV)	30	C.Y.	@	\$33.00	\$990.00
10	Type SP 12.5 Bituminous Wearing Course	9	Ton	@	\$132.00	\$1,188.00
11	4" Concrete Sidewalk	9,151	S.F.	@	\$8.80	\$80,528.80
13	Concrete Driveway Reinforced Pavement	149	S.Y.	@	\$88.00	\$13,112.00
14	Traffic Control	1	L.S.	@	\$1,650.00	\$1,650.00
15	Silt Fencing, Type Machine Sliced	150	L.F.	@	\$3.30	\$495.00
16	Temporary Rock Construction Entrance	1	Each	@	\$1,650.00	\$1,650.00
17	Storm Drain Inlet Protection	2	Each	@	\$247.50	\$495.00
18	Erosion Control Blanket	1,020	S.Y.	@	\$3.30	\$3,366.00
19	Sod	917	S.Y.	@	\$13.20	\$12,104.40
20	Seeding	0.2	Acres	@	\$8,800.00	\$1,760.00
21	Bumpout	1.0	L.S.		\$60,600.00	\$60,600.00
Subtotal						\$201,000.00
Contingency (10%)						\$20,000.00
Engineering (18%)						\$40,000.00
Total						\$261,000.00

S:\Jobs\La Crescent\7319.22\Trail Estimate_Proposal_BidTab.xls

#3.4



WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III

AL WIESER, JR.
Emeritus

PHONE: (507) 895-8200
FAX: (507) 895-8458

TO: **Honorable Mayor and City Council Members**
CC: Bill Waller, City Administrator
FROM: Skip Wieser, City Attorney
DATE: May 23, 2024
RE: **Agenda No. 3.5 City Lot Sale**

5/23/24

For City Council information, we did close on the City owned property to Eriah Hayes on May 8, 2024. The net proceeds remitted to the City were Eighty-One Thousand Two Hundred Forty-One 75/100 Dollars (\$81,241.75). This item is informational only.

At the previous City Council meeting where the City Council approved the sale to Mr. Hayes, the City Council also authorized a lease amendment with Lancer Youth Hockey relating to the City owned parking lot. Attached find a copy of the amendment approved by Lancer Youth Hockey. We are requesting the City Council approve the same.

Amendment to Lease Agreement

The Lease Agreement dated January 4, 2019, between the City of La Crescent, a Minnesota municipal corporation, ("City"), and Lancer Youth Hockey Association, Inc., a Minnesota nonprofit corporation, ("Lancer"), is hereby amended as follows:

1. Paragraph 20 is hereby deleted in its entirety and replaced with the following:

20. Non-Exclusive Possession.

- A. Lancer acknowledges that use of the parking lot is non-exclusive. Lancer additionally acknowledges the real property located on Exhibit A will use the parking lot for access, parking, and related purposes.
- B. The City continues to reserves, for itself and assigns, the right to continue to use the facility for purposes of conducting necessary federal, state, and local elections at no cost to the City.

All remaining terms and conditions of the Lease Agreement not modified above are unchanged.

CITY OF LA CRESCENT

Dated: _____

By: Mikel Poellinger, Mayor

Dated: _____

By: Bill Waller, City Administrator

Dated: _____

By: Angie Boettcher, City Clerk

LANCER YOUTH HOCKY
ASSOCIATION, INC.

Dated: 5/20/24

By: Andy Hendrick

Dated: 5/20/24

By: Eric Wurzel

Exhibit A

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED PROPERTY:

STARTING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15) IN TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE FOUR (4) WEST RUNNING THENCE WEST 866 FEET TO AN IRON PIPE, THENCE SOUTH 8° 30' EAST 434 FEET TO AN IRON PIPE, THENCE WEST 189.5 FEET, THENCE SOUTH 127.2 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 254.4 FEET, THENCE WEST 200 FEET, THENCE NORTH 254.4 FEET, THENCE EAST 200 FEET TO THE PLACE OF BEGINNING.

INTENDING HEREBY TO DESCRIBE LOT FIFTEEN (15) OF THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION FIFTEEN OF THE PLAT DATED MAY 4, 1950 FROM SURVEY MADE BY ROBERT R. HENRY FOR THOMAS MCCAFFREY, TOGETHER WITH AN EASEMENT AS DESCRIBED IN DEED DATED DECEMBER 24, 2019, RECORDED AS DOCUMENT NO. 296708 IN THE OFFICE OF THE HOUSTON COUNTY RECORDER.

#3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: May 23, 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 Jon Steffes's resignation as the City's Summer Recreation Director. A copy of Mr. Steffes's letter is included.
2. The Personnel Committee is recommending that the City Council authorize to advertise the Summer Recreation Directors position, with a hiring recommendation to be presented at a future City Council meeting. If possible, we would like to be able to hire an individual yet this summer, so that they could spend a few weeks or a month working with Mr. Steffes to ease the transition.
3. The Personnel Committee is recommending that the City Council accept Amy Gehrke's resignation as a Police Officer. A letter from the Police Chief regarding this recommendation is included.
4. The Personnel Committee is recommending that the City Council authorize to advertise for a Police Officer to fill the vacancy, with a hiring recommendation to be presented at a future City Council meeting. The City now has two vacancies in the Police Department that will need to be filled.

May 1, 2024

Bill Waller

I would like to thank you, the Park and Recreation Commission, the City Council, and all the staff at La Crescent City Hall for the support you have given the Summer Recreation Programs over the past 30+ years.

This will be my last summer working for the City of La Crescent. I am very excited for some opportunities to travel, write some books, and perhaps catch some fish.

I have sincerely enjoyed working for the City of La Crescent and will always cherish the relationships that I have made. My family views the pool as my second home and I am very proud to have been a part of many projects and endeavors that have helped make La Crescent such a fabulous place to live.

I can't thank you enough for allowing me to be a part of your City Hall family.

Sincerely,


Jon Steffes

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



May 23, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

**RE: Resignation of Full-Time Peace Officer
Request to fill Vacant Position**

On May 23, 2024, a written resignation was received from Officer Amy Gehrke, Badge #308 effective June 14, 2024. We would respectfully request Officer Gehrke's resignation be accepted.

As a full-time employment position would be open, I would respectfully request permission to advertise a full-time Police Officer position.

Thank you in advance for your consideration.

A handwritten signature in black ink, appearing to read 'L. Ahlschlager', is written in a cursive style.

Luke M. Ahlschlager

Chief of Police

Amy Gehrke
26498 Miner Valley Road
Winona, MN 55987

05/23/2024

Chief Luke Ahlschlager
La Crescent Police Department
315 Main Street
La Crescent, MN 55947

Dear Chief Ahlschlager:

Please accept this letter as a formal notice of my resignation from my position as Patrol Officer with the City of La Crescent Police Department.

My last working day will be June 14th, 2024. It is my intention to complete all shifts scheduled for me during this period.

It has been a privilege to protect and serve the City of La Crescent and the community for the last year. Thank you for the training that I have received in order to become a better Law Enforcement Officer.

Sincerely,

Amy Gehrke

#3.6



TO: Honorable Mayor and City Council Members
FROM: Angie Boettcher, City Clerk *Angie*
DATE: May 23rd, 2024
RE: Authorize capital expenditure – DMV Copier/Printer

The La Crescent Motor Vehicle Department copy machine requires replacement. The current copier was purchased from Tri-State Business Machines, inc. in 2018. Tri-State Business Machines, Inc. provided a quote of \$2,695 for a new copier. This item was not included in the 2024 general budget.

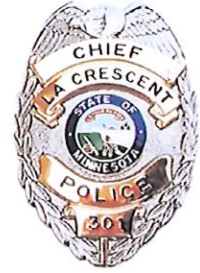
We recommend City Council approve the quote from Tri-State Business Machines, Inc. and authorize the amount of \$2,695 to come from the 2022 capital equipment certificate.

#3.7

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



May 14th, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: **La Crescent Applefest 5K event – Saturday, September 21st, 2024**

I was in recent receipt of the attached letter from Marci Skemp, representative of the 2024 La Crescent Applefest 5K Event. In the letter, Mrs. Skemp is requesting city services for the 2024 Applefest 5K Event, including but not limited to, police & fire personnel for escort(s), traffic control, medical response, and security.

The route would be the following, same as in 2023:

1. Main Street & Walnut Street (Start)
2. East on Main Street to North Hill Street
3. Right on North Hill Street
4. Right on August Hills
5. Left on North 4th Street
6. Right on Old Hickory Lane
7. Left on North Ridge Rd (North Elm Street/Houston County Rd 29)
8. U-Turn at or near Winona County Line (Winona County Rd 1)
9. Left on Jonathan Lane
10. End at Old Hickory Park Shelter/Parking Lot.

As in common past practice, the La Crescent Police Department, along with the La Crescent Fire Department, has provided this event with all requests for escort(s), traffic control, medical response, and security.

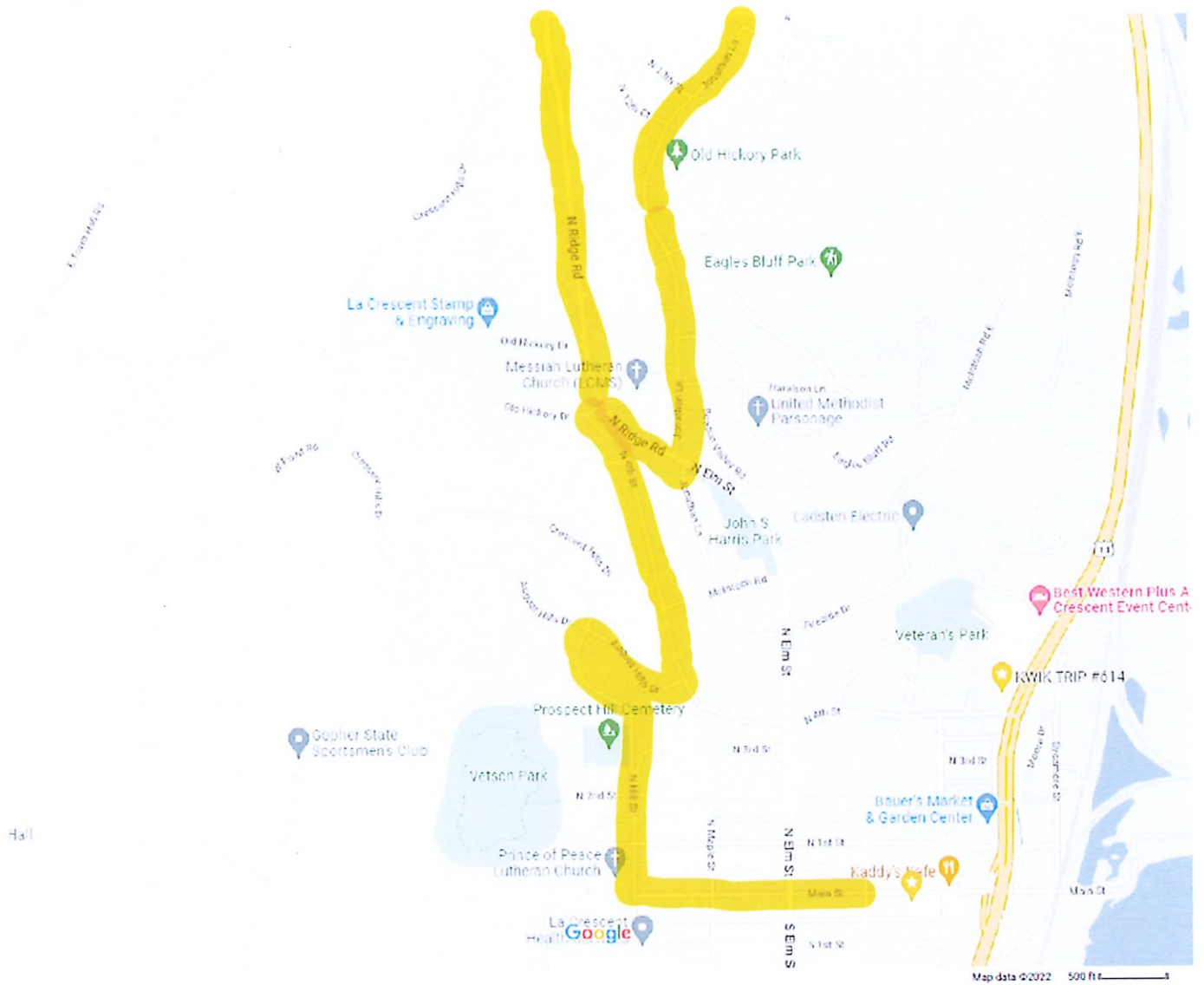
Lastly, I have designated La Crescent Police Corporal Roth Clark to be the La Crescent Police Department's coordinator of police services for this event and other 2024 Applefest events.

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

Google Maps



Luke M. Ahlschlager, Chief
La Crescent Police Department

To The City of La Crescent Administration and Police Department:

We are writing in hopes that you will sanction the continuation of The La Crescent Applefest 5K event on the Saturday morning of Applefest weekend. This year, the race will take place on Saturday, September 21, 2024 starting at 8:30am. This will be our 3rd year as race directors for the La Crescent Applefest 5K. Last year's race was once again successful thanks to the collaboration with many volunteers, and the La Crescent Police and Fire Departments. We plan to keep the same race route as last year. The race will start in front of City Hall and finish at Old Hickory Park. We will continue our relationship with the District 300 Foundation, and all proceeds from the race will support the race costs, a running scholarship fund for a male and female senior at the La Crescent High School, and other needs within the District 300 Foundation. We are excited for the opportunity to continue an event that benefits community health, camaraderie, and education within La Crescent.

Please let us know if you will continue to support this event and any requirements that are necessary for us to proceed this year.

Thank you,

Marci Skemp (507) 459-5106 on behalf of The La Crescent Applefest 5K Race Directors
lacrescentapplefest5k@gmail.com

#3.8



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



May 6, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: 2024 Applefest King Apple Parade & Applefest Kiddie Parade
Saturday September 21th 2024 & Sunday September 22nd 2024

Applefest Parade Chair Committee members have requested permission for the annual Applefest Kiddie Parade to be permitted for Saturday September 21th, starting at 12 pm and the King Apple Parade to be permitted for Sunday September 22nd, starting at approximately 1 pm.

The events are being held on the same route as years previous.

I would respectfully request the La Crescent City Council grant permission for the events to be held.

Thank you for your consideration.

Sincerely,

Luke Ahlschlager

Chief of Police

CITY OF LA CRESCENT

Department of Police

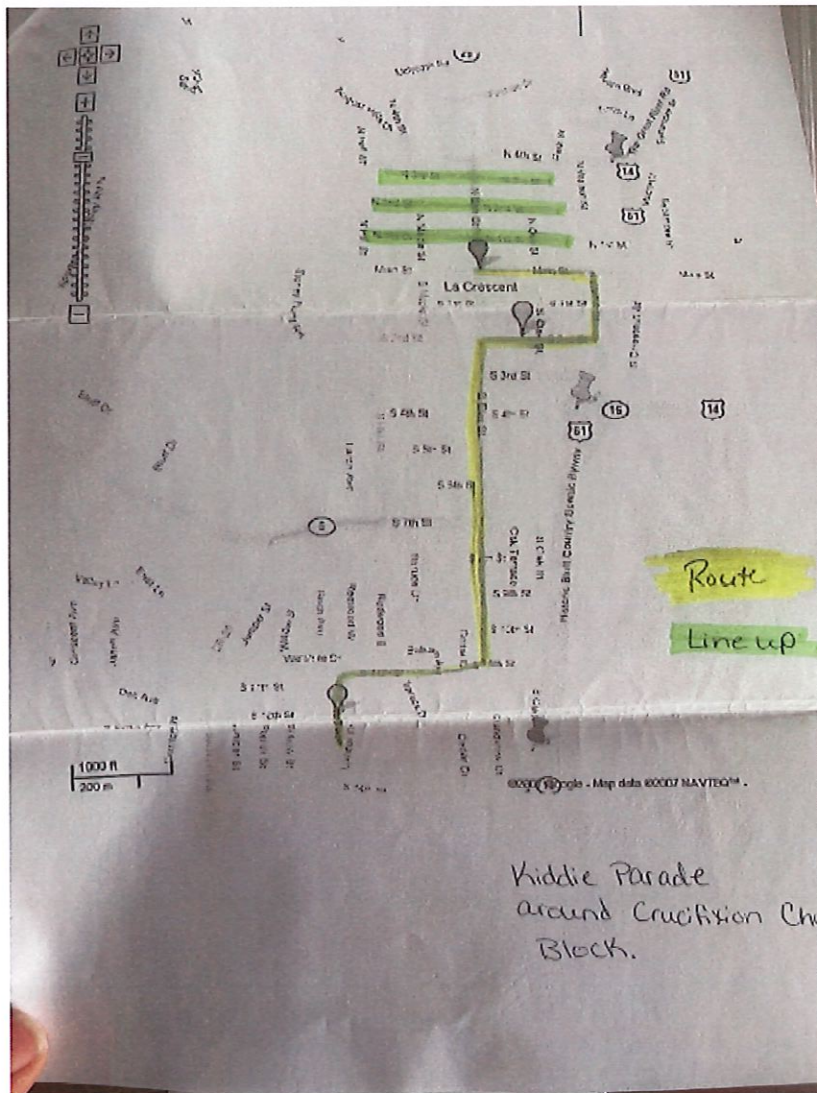
Chief Luke M. Ahlschlager

To: Mayor and council members

Applefest is requesting permission for our annual kiddie parade on Sept 16th 2023 at 11am, in regards to this we are asking for police escort and barricades which just circles around crucifixion school.

We are also requesting permission for our annual King Apple parade on September 17 2023 starting at 1pm.

Asking for barricades, police escort, no parking signs.



Thank you

Verissa Jonsgaard

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED: May 6, 2023

SUBMITTED BY: Kathy Thoen

ISSUE: Applefest King Apple Parade, September 22, 2024, 1 p.m.

ATTACHMENTS: Parade Route Map

JUSTIFICATION:

ACTION REQUESTED: Requesting permission to host the King Apple Parade on Sunday, September 22, 2024, at 1 p.m. This will be the 76th year that we have hosted this parade. Parade route and line-up attached. No changes to previous years.

REVIEWED BY: ☐ City Clerk/ Admin. ☐ City Attorney ☐ Bldg. Insp.
 ☐ Finance Director ☐ Public Works ☐ City Engineer

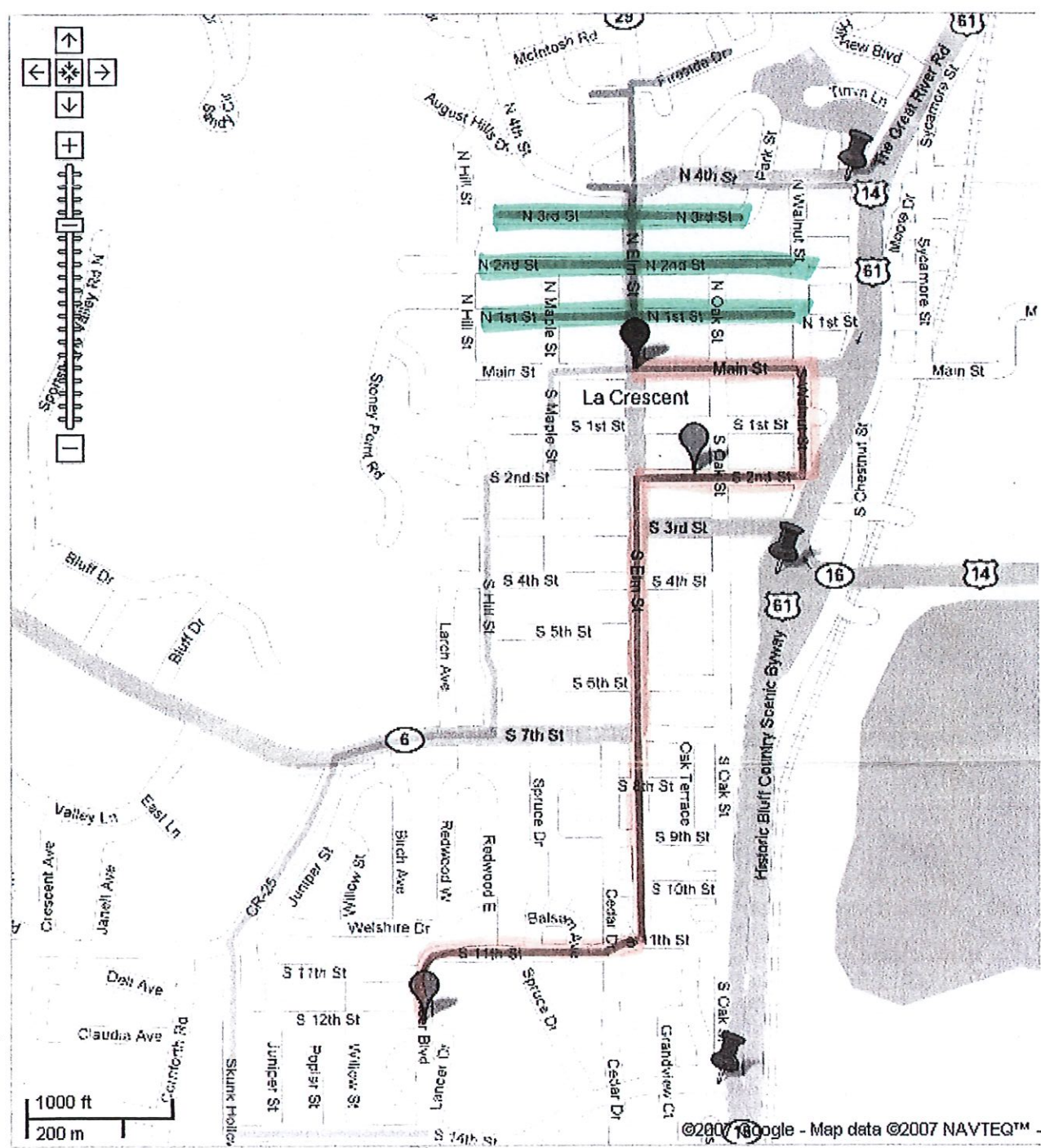
RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 4:45 p.m. the day of the meeting.



Parade Route
Line UP

Notes



on Back
Kiddie parade

* Kiddie Parade

Start at Crucifixion and go around the block -
of the Church.



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

3.9



May 22nd, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Father's Day Cruise for a Cause - Sunday, June 16, 2024

On May 21, 2024 I, Chief Luke Ahlschlager received an email from Jason Sethre. Mr. Sethre works with a group that coordinates an annual fundraising cruise-event for Father's Day. This year's cruise will be held in honor of Madeline Kingsbury with all the money raised going into a fund for the health, welfare, and education of her two children Elliana and Noah.

The cruise, involving cars, trucks, and motorcycles, is anticipated to conclude in La Crescent at Schmitt's Time-Out Tavern. Mr. Sethre is requesting the city to reserve parking in the two lots behind Schmitt's on that day.

I contacted the La Crescent Area Event Center Director Debbie Hosch and inquired about any possible conflicts. Debbie reported no conflicts.

In cooperation and support of the event, I would respectfully ask permission for LCPD to assist with the event. LCPD would reserve parking for the event the morning of the 16th.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager

Chief of Police

Subject:Father's Day Cruise for a Cause - Sunday, June 16, 2024

Date:2024-05-21 12:48

From:Jason Sethre | Visit Bluff Country Magazine <jason@visitbluffcountry.com>

To:lacrescentpolice@cityoflacrescent-mn.gov

Hello Police Chief Luke -

I am working with a group that coordinates an annual cruise for Father's Day that is also a fundraising event.

For last year's event, we raised \$13,250 for Kendall Hammell, a Chatfield girl battling cancer.

This year's cruise will be held in honor of Madeline Kingsbury with all money raised going into a fund for the health, welfare, and education of her two children Elliana and Noah.

The route will start at 11 a.m., departing from the Rushford Fire Department up Hwy. 43 over to Pickwick Mill Museum. From Pickwick, we will head toward Nodine and down Apple Blossom Scenic Drive to arrive at Time-Out Tavern in La Crescent. I anticipate we will arrive at this final stop between 1:30 p.m. and 2:30 p.m. We are hoping to park all of the cars, truck and motorcycles in the back lot behind Time-Out Tavern and the helicopter. I spoke with Shelly at Time-Out Tavern and she said I should connect with you on this, because you might be able to help us block off the parking area for our event.

Last year, we had 88 vehicles with approximately 160 participants. We lost some people half way through when it started to rain. The weather can definitely impact participation for this event.

Regarding the parking situation, is something you can help us with?

Here's a link with more information about our event:

www.visitbluffcountry.com/carshowshine

My cell number is 507-251-5297 if you'd prefer to give me a call with any questions.

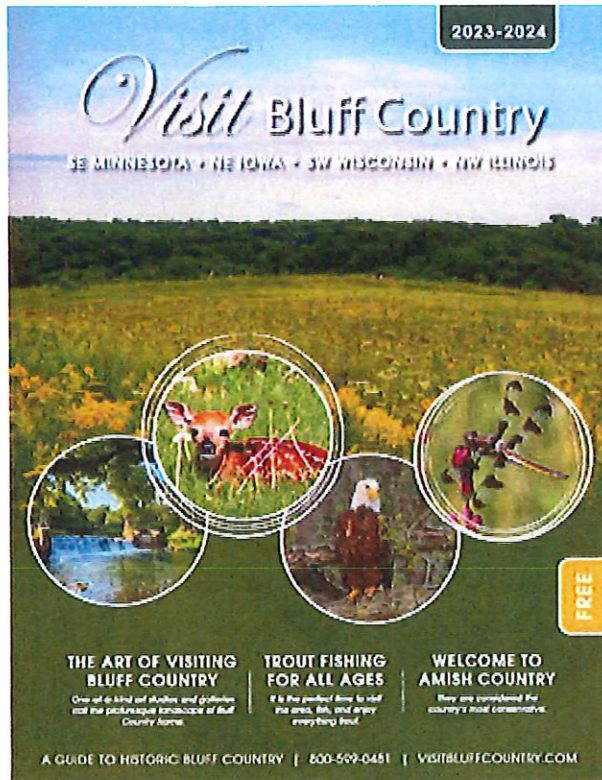
Thank you for your help.

--

Jason Sethre

Publisher

Visit Bluff Country Magazine



"Experience Life As It Should Be Lived"
www.visitbluffcountry.com

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<https://youtu.be/3YdOdj4es4U>

Since 1972, the KSMQ-TV PBS station has blossomed into a professional television outlet that brings quality educational public broadcasting to over 655,000 households in our region.

#3.10



CITY OF LA CRESCENT
Department of Police
Chief Luke M. Ahlschlager



May 21st, 2024

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: Liquor License Application
Minwies4LLC (Minegars's Sports Hub)
Colin Dingfelder
25 North Walnut Street
La Crescent, MN 55947

A thorough and complete background records check was conducted by the La Crescent Police department regarding Colin Dingfelder (new partner), applicant for an Intoxicating Liquor License.

No criminal records were found that would prohibit Mr. Dingfelder and partners (Jason Oefstedahl & Ryan Minegar) from holding a liquor license.

Sincerely,

Luke Ahlschlager
Chief of Police

Bicycle and Pedestrian Advisory Committee Meeting Minutes April 25th, 2024 6:00 p.m. City Hall

Members in attendance: Jason Ludwigson, Nathan Delarwelle, Tim Peteren, Willow Arden, Maseray Bangura, Ben Wild

1. Introductions – **Jason Ludwigson, Nathan Delarwelle, Tim Peteren, Willow Arden, Maseray Bangura, Ben Wild**
2. Reviewed 2017 Bicycle and Pedestrian Plan Update – Discuss development of new plan
 - a. talking with MnDot on ways to fund an updated bike/ped plan
 - b. In 2026 there will be a path between the boat landing and the WI border
 - c. Many of the items on the plan have been completed and so an updated one is needed
3. Upcoming Events
 - a. Bike Rodeo Saturday June 1, 2024- **9-11am at the Elementary School**
 - b. Bike to School Day May 8st 2024- **We are still looking for volunteers; Jason will send out the link to the survey**
 - c. Bike to Work Week May 13th-19th – **May 17th Bike to Work Day Event**
 - i. Bike Month Guide
4. City-Wide Speed Limits and School Zone Speed Limits Update
 - a. **There are no school speed zones. The county has to be presented with the plan for reduced speed.**
5. DriftCycle Stations La Crescent
 - a. **SHIP has indicated a financial commitment**
6. West Channel Bike/Ped Bridge Project Update
 - a. **The ped/bike bridge will be attached to the current bridge**
 - b. **The construction is for 2026**
7. Short SRTS Plan review, SRTS coordinator Jason Ludwigson
 - a. **Jason will send out a link to the Safe Routes to School**
 - b. **\$223,000 awarded in the past**
 - c. **\$348,000 has been requested for grants to include additional sidewalks, bumpouts, and rapid flashing beacons.**
8. Review Applied for SRTS Funding Opportunities – MnDOT Fall 2023 (2023 Active Transportation (AT) and Safe Routes to School (SRTS) Infrastructure Solicitations open
 - a. **See above**
9. SRTS Boost Grant Bike Fleet/Trailer and Strider Bikes
 - a. **No schools have used it yet**
 - b. **24 single speed, bike pumps, helmets**
 - c. **The strider bikes went to the early childhood and preschools**
10. Other items
 - a. **Bike Counter**
 - b. **Walnut street revamp in 2025**
 - c. **Cycle track needs to be put in a plan**
11. Adjourned the meeting at 7:17 p.m.

#6.2

TO: Honorable Mayor and City Council Members
Park and Recreation Commission Members
FROM: Bill Waller, City Administrator
DATE: May 21, 2024
RE: Meeting Minutes
May 20, 2024

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, May 20, 2024, in the Wieser Park Pavilion at Wieser Park. The following members were present: Maseray Bangura, Patti Martell, Marge Loch-Wouters, Diana Adamski, Sarah Wetterlin, Jon Steffes and Paul McLellan. Also in attendance were Teresa O'Donnell-Ebner, Tyler Benish, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the March 18, 2024 Park and Recreation Commission meeting as presented.
2. Carter Arndt and Hannah Cramer from MSA were in attendance at the meeting via Zoom to review the draft of the ADA Facility Audit of Parks and Recreation Facilities for the City of La Crescent. Discussion followed, and it was agreed that Commission members would review and provide comments and suggested revisions to City staff by June 3, 2024. A revised draft of the Facility Audit would then be reviewed at the next Park & Recreation Commission meeting.
3. The Commission reviewed the recently approved Conservation Partners Legacy Expedited Grant Application for mowing, treating, and then re-planting a portion of the Stoney Point property and the Horse Track Meadows property. It was agreed that this item will be on the agenda for the next Park & Recreation Commission meeting.
4. An update was provided on the 2024 summer recreation season, activities, programming, and staffing.
5. The Commission reviewed Jon Steffes resignation letter effective at the end of the 2024 summer recreation season. An overview was provided on the City's tentative plan to fill the vacancy.
6. The Commission was provided an update on the Blue Lake Canoe/Kayak access project and the dog park project.
7. The Commission reviewed the usage data generated at the bicycle/pedestrian bridge.
8. The next Park & Recreation Commission meeting will be July 29, 2024. The meeting will be held at the Wieser Park Pavilion.
9. There being nothing further to discuss, the meeting was adjourned at approximately 6:47 pm.

#6.3



**La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, May 21, 2024
8:00 a.m.**

Board of Directors: Dave Ring, President; Jen Burch, Vice President; Chris Roderique, Treasurer; Pete Boese, Secretary; Pat Stephens, Ryan Johnson, Nathan Franklin, Patrick Barlow, Dan Stevens, Barb Janssen, Cherryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Val Erickson, Vicki Markussen, Brody Meier, Sheila Wieser & Austin Wells

Ad Hoc: Mary Larson (DMI), Beth Franklin (La Crosse Chamber), Jay Odegaard (City of La Crosse Parks and Rec), Elizabeth Poh (La Crosse Center), Brian Meeter (La Crescent Chamber), Debbie Hosch, (La Crescent Area Event Center)

Executive Director: A.J. Frels

AGENDA

- 1. Call to Order**
- 2. Introductions - Sheila Wieser, New Board Member**
- 3. Consent Items**
 - a. **Board Minutes**
April 2024
 - b. **Financial Committee**
Minutes
May 2024
Statements
April 2024
 - c. **Community Updates**
- 4. Community Partners Update**
 - a. DMI
 - b. La Crescent Chamber
 - c. La Crosse Chamber
- 5. Event Center Updates**
 - a. La Crescent Area Event Center
 - b. La Crosse Center
 - c. Omni Center
- 6. Presentation – Carey Hegge, Director of Tourism and Events**

7. Executive Director's Report – A.J. Frels

8. Committees

- a. Membership - Pat Stephens
- b. Grants - Pat Stephens
- c. Convention/Sales - Dan Wick
- d. Marketing/Media - Jay Patel
- e. Belonging and Mattering Committee – Jen Burch

9. Old Business

- a. LCCVB Board Seats
- b. Beer Wine & Cheese Update
- c. Downtown La Crosse Odor Update
- d. DiSC Training
- e. Board Retreat Action – Marketing Goals
- f. Golf Cart

10. New Business

- a. La Crosse Bike Lanes
- b. WIAA Sponsorship Update
- c. LCC/LCCVB Collaborative Sessions
- d. Tourism Videos
- e. Annual Meeting – June 24

11. Adjournment

Next Scheduled board meeting – Tuesday, June 18, 2024, at 8:00 a.m. at the LCCVB Office at 123 7th Street South, La Crosse.

**LA CROSSE COUNTY CONVENTION & VISITORS BUREAU****BOARD MEETING****April 23, 2024– 8:00 a.m.**

Board Members:

Present: Dave Ring, Jen Burch, Chris Roderique, Jay Patel, Dan Wick, Pete Boese, Ryan Johnson, Patrick Barlow, Dan Stevens, Dan Kapanke, Barb Janssen, Cherryl Jostad, Kalynn Krueger, Austin Wells, Pat Stephens, Vicki Markussen, Brody Meier, Elizabeth Poh

Excused: Val Erickson, Mary Larson, Debbie Hosch, Brian Meeter, Jay Odegaard, Ashley Santolin, Beth Franklin

Absent:

Others Present: Executive Director: A.J. Frels, Director of Finance & Human Resources: Michelle Hoch

PROCEEDINGS:

D. Ring brought the meeting to order at 8:00 a.m.

Consent Items:

Board minutes-March 2024, Finance April 2024 Minutes, Statements March 2024, and Community Updates.

MOTION: to approve the Board minutes-March 2024, Finance April 2024 Minutes, Statements March 2024, and Community Updates. (P. Stephens, D. Wick) Carried.

COMMUNITY PARTNERS & EVENT CENTER UPDATES:

Community Partners-La Crescent Chamber-received their 501c6 tax exempt status.

La Crosse Center-Current and upcoming events including: Visit from Vice President Kamala Harris, WTC Graduation, NASA Meeting, Charlie Berens in November.

Omni Center-Several events coming up including; Build my Future for area high school students, and State Gymnastics.

PRESENTATION-Haleigh Doyle, Director of Media and Marketing

EXECUTIVE DIRECTOR REPORT:

-- AJ and Jeremiah met with Rep. Jill Billings and members of the ORA to discuss the future of outdoor recreation for the region.

-On March 29, Erik and AJ attended the Donkey Basketball game at the Omni Center. They had a great turnout with over 500 tickets sold, with the funds raised to go toward their new all-inclusive park.

-The job descriptions are now completed, and all are signed off by the LCCVB team.

-AJ shared details of a grant request that was received for a potential motorcycle rally in Downtown La Crosse in August. AJ expressed his concerns about having this event in the downtown area. A.J. and the finance committee are not against having a motorcycle event in our region.

-The first Pitch Ticket Kick-off Sale for Explore La Crosse Day with the Brewers was held on April 11 at the Moose Lodge. Ticket sales were up over last year's event.

-The City of Onalaska, Mayor Smith, invited AJ to lunch at the City Brewery. While there, he had the opportunity to meet Ross Sannes, CEO of City Brewery.

-AJ and Jeremiah attended the Forest Hills groundbreaking for the new pavilion.

-Driven as a result of the Staff Retreat, we held a staff meeting to discuss how to improve membership engagement. It was a successful meeting, and we will continue to commit to one staff meeting a week to continue

to address this topic.

-Another item that out of the staff retreat was the topic of eliminating unneeded duties and reports. AJ held one-on-one meetings with the staff to address this. The main concern was how to streamline expense reports and PTO. Michelle is looking into options for the team.

-Haleigh, Erik, Deb, and AJ met with TK to start the process of creating the videos discussed at the board retreat. The videos would be to interview local businesses, who may not be tourism-driven, but why the impact of tourism is important in our region.

COMMITTEE REPORTS:

Membership - Reports were distributed. Revenue for March is \$15,193.00 budgeted for \$12,600. The next meeting will be held on June 20, 2024.

Grants- Reports were distributed. Thus far \$56,000 has been awarded in grants. The next meeting will be held on June 20, 2024.

Convention/Sales- The meeting was held on March 20th, and had guest speaker, Brian Sampson, Homeless Services Coordinator.

Marketing/Media- The next meeting is scheduled for May 7th

Belonging and Maturing Committee-The committee spent time looking at the mission and vision, with a focus on the actionable items such as visitors guide, badge program.

OLD BUSINESS:

- CD Renewal/T-Bills- Stephen Cohen joined the Finance Committee this month to share the information on the current CDs and T Bills, and the committee has decided to keep on the current path of renewal structure.

-LCCVB Board Seats

MOTION: to accept the resignation John Anderson and Leo Silva from the Board. (P. Barlow, B. Meier) Carried.

-Downtown La Crosse Odor- It turns out the odor is not coming from the City of La Crosse Wastewater Plant, however, it is coming from the City Brewery.

- Beer, Wine, and Cheese Update- Currently there are 60 beer vendors, 11 wine vendors, and 9 food vendors. The number of tickets sold is at 2540. Sponsorships are currently at \$25,340.00

-LSE Work Group Summary and Survey-The survey was included in the meeting packet. Key actions include; forming a work group with local businesses, and local government, raise awareness of air service issues, gathering data and information for the destinations and routes, marketing the region to business and leisure travelers, gathering information for local revenue resources.

NEW BUSINESS:

-Board Retreat Action Plan-The plan was included in the packet for review. Unfortunately only six board members filled out the follow-up survey.

-Survey/Study for Team-DiSC-With the help of Kwik Trip Training Staff, they conducted a survey, DiSC, with the Explore La Crosse Team. This survey allows our team to get to know themselves and each other and find comfort zones and non-comfort zones, while enhancing the productivity and work relationships of the LCCVB.

-September 1 School Start Date-AJ attended the Destinations WI Advocacy Committee meeting on April 3. One of the biggest topics on the agenda was the desire to move the school start date up to mid-August. This would have a huge impact on the labor force for the tourism industry.

Motion: to adjourn at 9:27am. (D. Wick, B. Meier) Carried.

Next Board Meeting Tuesday, May 21, 2024 at 8:00am.

Respectfully submitted, Michelle Hoch