

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
JUNE 10, 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 28, 2024
- 1.2 BILLS PAYABLE THROUGH JUNE 7, 2024

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 BUILDING OFFICIAL TRAINING GRANT
- 3.2 Mn DEPARTMENT OF PUBLIC SAFETY – REVIEW & AUTHORIZE EXPENDITURES
- 3.3 SALT STORAGE ORDINANCE
- 3.4 Mn LAND TRUST – LAND EXCHANGE AGREEMENT
- 3.5 REVIEW FUTURE TRAIL CONNECTIONS
- 3.6 REVIEW CONSERVATION PARTNERS LEGACY GRANT PROJECT
- 3.7 HOUSTON COUNTY PUBLIC HEALTH AGREEMENT
- 3.8 FEE SCHEDULE AMENDMENT – BEEKEEPING ORDINANCE
- 3.9 NATIONAL POLLINATOR WEEK PROCLAMATION
- 3.10 DONATION RESOLUTION
- 3.11 AMEND CAPITAL EXPENDITURE – RELEAF GRANT
- 3.12 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.13 APPLEFEST TORCHLIGHT PARADE REQUEST
- 3.14 CITY ATTORNEY'S REVIEW OF LEGISLATIVE CHANGES

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336 SOUTH FIRST STREET
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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 GREENSTEP MEETING MINUTES – MAY 29, 2024

6.2

6.3

6.4

6.5

7. CORRESPONDENCE

7.1

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9 ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MAY 28, 2024

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of May was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Tuesday, May 28, 2024.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Attorney Skip Wieser, City Administrator Bill Waller, City Engineer Tim Hruska, Community Development Director Larry Kirch, Finance Director Kara Tarrence, and City Clerk Angie Boettcher.

Also present was the Housing Coordinator and staff member of the Bluff Country HRA, Cindy Vitse, CCAP.

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 – MAY 13, 2024
- 1.2 BILLS PAYABLE THROUGH – MAY 24, 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. City Clerk Angie Boettcher made a requested change to Item 3.5 to read “adjacent to the Nolop Property located at 31 South Walnut Street” as opposed to “Adjacent to Bryce Nolop’s property located at 31 South Walnut Street”.

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

A MOTION TO APPROVE THE CONSENT AGENDA WITH A CHANGE TO ITEM 3.5 TO READ “ADJACENT TO THE NOLOP PROPERTY LOCATED AT 31 SOUTH WALNUT STREET” AS OPPOSED TO “ADJACENT TO BRYCE NOLOP’S PROPERTY LOCATED AT 31 SOUTH WALNUT STREET”.

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

Ryan Hutchinson	Yes
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. PUBLIC HEARING/MEETING

5:00 PM SMALL CITIES DEVELOPMENT PROGRAM

At 5:00 PM the regular City Council meeting was adjourned for the Public Hearing for the Small Cities Development Program. Cindy Vitse Housing Coordinator and staff member of the Bluff Country HRA presented the information. There were no questions from the public.

The regular City Council meeting reconvened at 5:05 p.m.

ITEM 3.1 – DEED REDEVELOPMENT GRANT AGREEMENT – 31 SOUTH WALNUT STREET PROJECT

Community Development Director Larry Kirch reviewed with City Council for approval 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 Street where the city created a Tax Increment Finance District with 31S. Walnut, LLC (the Nolo's). The city cannot use any of the funds for administering the grant. The Nolo's will pay for all of the work up-front and then get reimbursed up to \$19,501 from the state once a payment request is made and the funds are sent to the city. This is a 50/50 grant. A copy of the agreement was included.

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

It was recommended that City Council approve the grant agreement. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (MNDEED) FOR THE REDEVELOPMENT OF THE FORMER LAUNDROMAT BUILDING AT 31 SOUTH WALNUT STREET WHERE THE CITY CREATED A TAX INCREMENT FINANCE DISTRICT WITH 31 S WALNUT, LLC.

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

Ryan Hutchinson	Yes
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 3.2 – 31 SOUTH WALNUT STREET DEVELOPERS AGREEMENT

Community Development Director Larry Kirch reviewed with City Council for approval an agreement between the City of La Crescent and 31 S. Walnut, LLC regarding the MnDEED Redevelopment Grant to demolish the laundromat building at 31 S. Walnut Street. The agreement sets forth:

1. That 31 S Walnut, LLC has reviewed the MnDEED Grant Agreement and agrees to comply with the grant agreement; and
2. The 31 S Walnut, LLC has reviewed the grant application and agrees to comply with the grant application; and
3. That 31 S Walnut, LLC 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, LLC is in compliance with said grant application and grant agreement. The city will release grant funds to 31 S Walnut, LLC only if the certification is made by April 15, 2025.

It was recommended that City Council approve the grant agreement. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND 31 S WALNUT, LLC REGARDING THE MNDEED REDEVELOPMENT GRANT TO DEMOLISH THE LAUNDROMAT BUILDING AT 31 S WALNUT STREET.

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

Ryan Hutchinson	Yes
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 – REVIEW FUTURE STREET IMPROVEMENT PROJECTS

City Engineer Tim Hruska and Community Development Director Larry Kirch provided City Council with an update on upcoming street projects. The review included the following projects:

1. Walnut Street
2. South 5th Street
3. South 6th Street
4. Safe Routes to School (SRTS) – Transportation Alternative Funding
5. Safe Routes To School (SRTS) – State SRTS Funding

The review also included grants received and pending for the various projects. This was informational only, no action required.

ITEM 3.4 – UPDATE ON CITY LOT SALE/LEASE AGREEMENT/LYH

City Attorney Skip Wieser provided City Council with an update on the May 8th closing of the City-owned property to Eriah Hayes. Attorney Wieser also reviewed for approval the authorized lease amendment with Lancer Youth Hockey relating to the City-owned parking lot. A signed copy of the amendment approved by Lancer Youth Hockey was included. Attorney Wieser stated he will need to amend the agreement to change the word “reserves” to “reserve” and will have Lancer Youth Hockey resign the amended agreement. It was recommended that City Council approve the amendment along with the wording change. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE AUTHORIZED LEASE AMENDMENT INCLUDING THE CHANGE OF THE WORDING “RESERVES” TO “RESERVE” WITH LANCER YOUTH HOCKEY REGARDING THE CITY-OWNED PARKING LOT.

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

Ryan Hutchinson	Yes
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 – PERSONNEL COMMITTEE RECOMMENDATIONS

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

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

MOTION TO APPROVE JON STEFFES'S RESIGNATION AS THE CITY'S SUMMER RECREATION DIRECTOR EFFECTIVE AT THE END OF SEPTEMBER 2024.

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

Ryan Hutchinson	Yes
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 Personnel Committee is recommending that the City Council authorize advertising the Summer Recreation Director position, with a hiring recommendation to be presented at a future City Council meeting. The intent would be to hire an individual this summer so that he/she spend time working with Mr. Steffes to ease the transition. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO AUTHORIZE ADVERTISING THE SUMMER RECREATION DIRECTOR POSITION WITH A HIRING RECOMMENDATION TO BE PRESENTED AT A FUTURE CITY COUNCIL MEETING ALLOWING THE HIRE OF AN INDIVIDUAL THIS SUMMER TO WORK WITH MR. STEFFES TO EASE THE TRANSITION.

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

Ryan Hutchinson	Yes
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 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 was included. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO ACCEPT AMY GEHRKE’S RESIGNATION AS A POLICE OFFICER EFFECTIVE JUNE 14, 2024.

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

Ryan Hutchinson	Yes
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.

4. The Personnel Committee is recommending that the City Council authorize advertising for a Police Officer to fill the vacancy of Ms. Gehrke, with a hiring recommendation to be presented at a future City Council meeting. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO AUTHORIZE ADVERTISING FOR A POLICE OFFICER TO FILL THE VACANCY OF MS. GEHRKE, WITH A HIRING RECOMMENDATION TO BE 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;

Ryan Hutchinson	Yes
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 – AUTHORIZE CAPITAL EXPENDITURE

City Clerk Angie Boettcher reviewed with City Council for authorization a quote from Tri-State Business Machines, Inc. for \$2,695 to purchase a new copier for the Motor Vehicle Department. The current copy machine was purchased through Tri-State Business Machines, Inc. in 2018 and has reached its end of life. This item was not included in the 2024 general budget. It was recommended that City Council authorize the expenditure to come from the 2022 capital equipment certificate. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO AUTHORIZE THE PURCHASE OF A NEW COPY MACHINE FOR THE MOTOR VEHICLE DEPARTMENT FOR \$2,695 WITH THE EXPENDITURE COMING FROM 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;

Ryan Hutchinson	Yes
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 – APPLEFEST 5K REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting approval for the Applefest 5k Group to hold the 2024 La Crescent 5K Event on the morning of Saturday, September 21st with the route beginning on Main and Walnut Streets and ending at the Old Hickory Park Shelter on the Jonathan side. The group is also requesting assistance from the La Crescent Police Department and Fire personnel for escort(s), traffic control, medical response, and security. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE 2024 APPLEFEST 5K EVENT TO BE HELD ON THE MORNING OF SATURDAY, SEPTEMBER 21st WITH ASSISTANCE FROM THE LA CRESCENT POLICE DEPARTMENT AND FIRE PERSONNEL.

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

Ryan Hutchinson	Yes
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 3.8 – 2024 APPLEFEST PARADE REQUEST

City Council reviewed a letter from La Crescent Police Chief Luke Ahlschlager regarding the 2024 Applefest King Apple Parade and Applefest Kiddie Parade. The Applefest Parade Chair Committee members have requested permission for the annual Applefest Kiddie Parade to be held on Saturday,

September 21st, starting at 12:00 pm and the King Apple Parade to be held on Sunday, September 22nd, starting at approximately 1:00 pm. The parade routes are the same as in previous years. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE 2024 APPLEFEST KIDDIE PARADE TO BE HELD ON SATURDAY, SEPTEMBER 21ST AT 12:00 PM AND THE APPLEFEST KING APPLE PARADE TO BE HELD ON SUNDAY, SEPTEMBER 22ND, AT APPROXIMATELY 1:00 PM WITH THE PARADE ROUTES BEING THE SAME AS PREVIOUS YEARS.

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

Ryan Hutchinson	Yes
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 – FATHER'S DAY CRUISE FOR A CAUSE

City Council reviewed a letter from La Crescent Police Chief Luke Ahlschlager regarding an email from Jason Sethre who 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 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 Schmitty's Time-Out Tavern. Mr. Sethre has requested that the city reserve parking in the two lots behind Schmitty's on June 16th. It was recommended City Council approve the LCPD to assist with the event and reserve the specified parking for the event on the morning of June 16th. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE LA CRESCENT POLICE DEPARTMENT ASSISTANCE WITH THE FATHER'S DAY CRUISE FOR A CAUSE BY RESERVING THE TWO PARKING LOTS BEHIND SCHMITTY'S TIME-OUT TAVERN ON THE MORNING OF JUNE 16TH FOR THE EVENT.

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

Ryan Hutchinson	Yes
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 3.10 – LIQUOR LICENSE TRANSFER

City Council reviewed a memo from Police Chief Luke Ahlschlager requesting approval of a Liquor License Application for Colin Dingfelder, a new partner of Minegar's Sports Hub. No criminal records were found that would prohibit Mr. Dingfelder and his partners (Jason Oefstedahl & Ryan Minegar) from holding a liquor license. It was recommended that City Council approve the Liquor License Transfer Application. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE A LIQUOR LICENSE TRANSFER APPLICATION SUBMITTED BY COLIN DINGFELDER, A NEW PARTNER OF MINEGAR'S SPORTS HUB.

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

Ryan Hutchinson	Yes
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 BICYCLE/PEDESTRIAN COMMITTEE MINUTES – 4/25/24

City Council reviewed the April 25, 2024, Bicycle and Pedestrian Advisory Committee meeting minutes.

6.2 PARK & RECREATION COMMISSION MINUTES – 4/20/24

City Council reviewed the April 20, 2024, Park and Recreation Commission meeting minutes.

6.3 EXPLORE LA CROSSE

City Council reviewed the Explore La Crosse May 21, 2024, Board meeting Agenda and the April 23, 2024, Board meeting minutes.

There being no further business to come before the Council at this time, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson 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;

Ryan Hutchinson	Yes
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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 5:43 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *[Signature]*
DATE: June 7, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending June 7, 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
4ALLPROMOS						
1511828	PD- KEY CHAINS FOR NATIONAL NIGHT OUT	05/20/2024	911.10	.00		
Total 10185:			911.10	.00		
ACENTEK						
5/24 STMT	POLICE PHONE CHARGES	05/31/2024	310.85	.00		
5/24 STMT	GOLF COURSE PHONE CHARGES	05/31/2024	437.74	.00		
5/24 STMT	WATER PHONE CHARGES	05/31/2024	297.25	.00		
5/24 STMT	PUBLIC WORKS PHONE CHARGES	05/31/2024	89.82	.00		
5/24 STMT	POOL PHONE CHARGES	05/31/2024	188.79	.00		
5/24 STMT	BLDG/ZNG PHONE CHARGES	05/31/2024	89.82	.00		
5/24 STMT	LIBRARY PHONE CHARGES	05/31/2024	139.33	.00		
5/24 STMT	PARKS PHONE CHARGES	05/31/2024	164.90	.00		
5/24 STMT	SEWER PHONE CHARGES	05/31/2024	124.51	.00		
5/24 STMT	FIRE DEPT PHONE CHARGES	05/31/2024	469.89	.00		
5/24 STMT	STREETS PHONE CHARGES	05/31/2024	46.27	.00		
5/24 STMT	CITY HALL PHONE CHARGES	05/31/2024	404.19	.00		
5/24 STMT	ARENA PHONE CHARGES	05/31/2024	298.23	.00		
5/24 STMT	LIC BUR PHONE CHARGES	05/31/2024	167.55	.00		
Total 24:			3,229.14	.00		
AFLAC						
5/24 STMT	INSURANCE PREMIUMS	06/01/2024	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
5/24 DUES	PAYROLL DEDUCTED UNION DUES	06/01/2024	719.04	.00		
Total 25:			719.04	.00		
AIRGAS USA LLC						
9150046157	FD - OXYGEN	05/20/2024	78.75	.00		
Total 1802:			78.75	.00		
AMAZON CAPITAL SERVICES						
1313-4PKC-6RC	VOLLEYBALLS FOR SUMMER REC	04/30/2024	345.96	.00		
13QJ-WXGT-F7N	LIBRARY - BOOKS	05/25/2024	13.99	.00		
17TM-KTTH-R7J	PINE CREEK PRAIRIE BLUEBIRD HOUSES	05/15/2024	101.92	.00		
19QM-FXQ6-HF	CITY - OFFICE SUPPLIES	05/19/2024	112.66	.00		
1CDP-1RNK-1H	GC - CHARGER FOR ELECTRIC GOLF CARS	05/23/2024	159.99	.00		
1CNV-3FKH-PQ	LIBRARY - BOOKS	05/30/2024	27.23	.00		
1DQ7-QL3Y-CTF	LIBRARY - CLEANING SUPPLIES	05/28/2024	55.38	.00		
1FFR-K4KM-64	POOL - CLEANING SUPPLIES	05/27/2024	44.30	.00		
1FFR-K4KM-64	POOL - SMALL TOOLS	05/27/2024	25.00	.00		
1FFR-K4KM-64	POOL - OFFICE SUPPLIES	05/27/2024	114.25	.00		
1FK4-MHJD-GTT	POOL - OFFICE SUPPLIES	05/19/2024	109.98	.00		
1G6G-MM4K-7G	FD - AIR FILTERS & OIL FILTERS	05/22/2024	64.68	.00		
1J13-M943-6J17	LIBRARY - BOOKS	05/27/2024	9.96	.00		
1JJ7-3MRQ-KPH	SOFTBALLS FOR SUMMER REC	06/02/2024	127.38	.00		
1LH4-VW9M-PJ	GC - BAGS FOR USED GOLF BALLS FOR SALE	05/27/2024	169.75	.00		
1LM1-3XVP-CYL	LIBRARY - BOOKS	05/28/2024	11.71	.00		
1MXK-QNQT-JX	POOL - OFFICE SUPPLIES	06/02/2024	13.18	.00		
1NMR-Q6HN-F1	LIBRARY - OFFICE SUPPLIES	06/01/2024	25.98	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1P7C-T4N7-MY3	GC - REPLACEMENT KEYS FOR GOLF CARS	05/20/2024	31.10	.00		
1P7C-T4N7-MY3	GC- OFFICE SUPPLIES	05/20/2024	270.90	.00		
1PQR-YY3K-G6	TREE STAKES - RELEAF GRANT	06/02/2024	287.52	.00		
1PVJ-94LL-7F9X	LIBRARY - BOOKS	06/01/2024	22.37	.00		
1QFC-1HCJ-MC9	LIBRARY - OFFICE SUPPLIES	05/29/2024	19.00	.00		
1QGT-YGHT-7K	LIBRARY - BOOKS	06/05/2024	16.99	.00		
1R7C-LJ36-PLY1	GC - KITCHEN SUPPLIES	05/30/2024	24.95	.00		
1RDY-F3Y9-6DF	CITY - OFFICE SUPPLIES	05/27/2024	239.05	.00		
1RDY-F3Y9-6DF	POOL - CLEANING SUPPLIES	05/27/2024	37.28	.00		
1RDY-F3Y9-6DF	PARKS - GARBAGE BAGS	05/27/2024	116.93	.00		
1VP1-7L3N-3DH	LIBRARY - PROGRAM SUPPLIES - SRP	06/05/2024	49.98	.00		
1WCQ-W4WK-6	FD - VEHICLE MAINTENANCE	05/27/2024	20.15	.00		
1X7K-FTHJ-1LJ3	LIBRARY - BOOKS GRANT FUNDED	06/03/2024	32.44	.00		
1XQX-T4VG-MN	LIBRARY - OFFICE SUPPLIES	05/29/2024	14.86	.00		
Total 9956:			2,716.82	.00		
AUTO VALUE LA CROSSE						
516490951	GC - OIL FILTERS	05/02/2024	64.56	.00		
Total 2106:			64.56	.00		
B & T TECHNICAL SERVICES, LLC						
1523	COMM BLDG - SOLAR ELECTRICAL SERVICE	04/30/2024	427.70	.00		
Total 9680:			427.70	.00		
BAKER & TAYLOR						
H68521270	LIBRARY - MOVIES	04/19/2024	22.48	.00		
H68736060	LIBRARY - MOVIES	05/07/2024	18.74	.00		
Total 8022:			41.22	.00		
BOBCAT OF THE COULEE REGION						
3824984	ROTARY BRUSH CUTTER - 2022 CAPITAL EQUIP CERT	04/09/2024	8,647.60	.00		
Total 216:			8,647.60	.00		
BOB'S SERVICE						
718093	GC - COMPRESSOR ON A/C UNIT	05/26/2024	2,155.00	.00		
Total 8841:			2,155.00	.00		
BREYER'S SALES AND SERVICE INC						
5/20/24	PARKS - WEED CUTTER REPAIR	05/20/2024	140.99	.00		
77362	PARKS - EXMARK ZERO TURN MOWER	05/31/2024	23,279.00	.00		
Total 131:			23,419.99	.00		
CGMC						
10270 - SUMME	CGMC 2024 SUMMER CONFERENCE	06/04/2024	180.00	.00		
Total 8321:			180.00	.00		
CITY OF LA CRESCENT						
5/24 ANIMAL	WATER/SEWER UTIL.-ANIMAL SHELTER	05/31/2024	253.55	.00		
5/24 OLD HICKO	WATER/SEWER UTIL.-OLD HICKORY PARK SHELTER	05/31/2024	51.49	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 196:			305.04	.00		
COATS, CATHERINE						
5/31/24	LIBRARY - PROGRAM SPEAKER FEE	05/31/2024	488.00	.00		
Total 10182:			488.00	.00		
CORKY'S PIZZA & ICE CREAM						
6/6/24	PD - DEPT MEETING	06/06/2024	86.80	.00		
Total 241:			86.80	.00		
CRESCENT ELECTRIC, INC.						
2708	INSTALL SERVICE & RECEPTACLES FOR OUTDOOR MUS	05/23/2024	4,350.00	.00		
Total 210:			4,350.00	.00		
CUSTOM ALARM						
579121	GC - MONTHLY ALARM MONITORING SYSTEM	06/01/2024	44.65	.00		
Total 290:			44.65	.00		
DALCO ENTERPRISES INC						
4240657	FLOOR SCRUBBER - CAPITAL EQUIPMENT	05/31/2024	5,712.17	.00		
Total 313:			5,712.17	.00		
DOBECK, RHODA						
5/24 LIBRARY	LIBRARY- CLEANING	05/31/2024	181.25	.00		
Total 10098:			181.25	.00		
DRIFTLESS AREA NATIVES						
000066	PLANTS FOR FRONT OF CITY HALL	06/04/2024	254.00	.00		
Total 9895:			254.00	.00		
E O JOHNSON CO INC - LEASE						
36640605	CITY HALL - COPY MACHINE MAINT	05/20/2024	190.08	.00		
36640605	POLICE - COPY MACHINE MAINT	05/20/2024	114.05	.00		
36640605	SEWER DEPT - COPY MACHINE MAINT	05/20/2024	76.03	.00		
36640605	B&Z - COPY MACHINE MAINT	05/20/2024	114.05	.00		
36640605	FIRE DEPT - COPY MACHINE MAINT	05/20/2024	76.02	.00		
36640605	PUBLIC WORKS - COPY MACHINE MAINT	05/20/2024	114.05	.00		
36640605	WATER DEPT - COPY MACHINE MAINT	05/20/2024	76.03	.00		
Total 9397:			760.31	.00		
EARL F ANDERSEN INC						
0136353-IN	STREETS - SIGN POSTS	06/05/2024	1,153.95	.00		
Total 404:			1,153.95	.00		
FIRST SUPPLY LLC - LA CROSSE						
14103688-00	POOL REPAIRS	05/21/2024	18.80	.00		
14167184-00	POOL - SUPPLIES	05/06/2024	7.96	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
14167350-00	POOL - SUPPLIES	05/06/2024	314.45	.00		
14186664-00	POOL REPAIRS	05/20/2024	192.00	.00		
Total 557:			533.21	.00		
FISCHER BROS, LLC						
2097	POOL - REPAIR SLIDES	06/05/2024	12,800.00	.00		
Total 10181:			12,800.00	.00		
FLEXIBLE PLASTICS INC						
1162922	CITY CLEAR GARBAGE BAGS	05/20/2024	3,898.50	.00		
Total 529:			3,898.50	.00		
HAWKINS INC.						
6766309	POOL - CHEMICALS	05/23/2024	1,816.64	.00		
Total 512:			1,816.64	.00		
HILL, COOPER						
2024 BOOT	SAFETY BOOT REIMBURSEMENT	05/28/2024	100.00	.00		
Total 10179:			100.00	.00		
HILLTOPPER REFUSE & RCYL SRVC						
5/24 BAGS	MONTHLY REFUSE P/U	05/31/2024	5,895.60	.00		
5/24 GOLF	RECYCLING & REFUSE P/U GOLF COURSE	05/31/2024	214.05	.00		
5/24 STMT	REFUSE P/U ANIMAL SHELTER	05/31/2024	76.42	.00		
5/24 STMT	REFUSE P/U MAINT SHOP	05/31/2024	320.80	.00		
5/24 STMT	REFUSE P/U FIRE DEPT	05/31/2024	26.11	.00		
5/24 STMT	REFUSE P/U CITY HALL	05/31/2024	67.89	.00		
5/24 STMT	CITYWIDE RECYCLING P/U	05/31/2024	7,490.34	.00		
5/24 STMT	REFUSE P/U ARENA	05/31/2024	159.56	.00		
5/24 STMT	RECYCLING P/U FIRE DEPT	05/31/2024	16.48	.00		
5/24 STMT	REFUSE P/U LIBRARY	05/31/2024	10.45	.00		
5/24 STMT	REFUSE P/U PARKS	05/31/2024	276.83	.00		
Total 9233:			14,554.53	.00		
INTERNATIONAL UNION OF						
5/24 DUES	GC - UNION DUES WITHHELD	06/01/2024	210.00	.00		
Total 8293:			210.00	.00		
KRAMER, LENYS						
6/5/24	SUMMER REC REFUND	06/05/2024	45.00	.00		
Total 10187:			45.00	.00		
KWIK TRIP INC						
5/24 STMT	PD- FUEL	05/31/2024	1,032.73	.00		
5/24 STMT	PARKS - FUEL	05/31/2024	492.83	.00		
5/24 STMT	SEWER - FUEL	05/31/2024	33.18	.00		
5/24 STMT	FD - FUEL	05/31/2024	190.06	.00		
5/24 STMT	POOL - SLUSHIE MIX	05/31/2024	106.49	.00		
5/24 STMT	B&Z - FUEL	05/31/2024	135.94	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/24 STMT	STREETS - FUEL	05/31/2024	544.58	.00		
5/24 STMT	WATER - FUEL	05/31/2024	33.19	.00		
5/24 STMT	PD - WASHER FLUID	05/31/2024	3.67	.00		
Total 1014:			2,572.67	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
4/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	05/28/2024	1,081.12	.00		
Total 9810:			1,081.12	.00		
LA CRESCENT CHAMBER OF COMMERC						
4/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	05/28/2024	1,081.12	.00		
Total 1142:			1,081.12	.00		
LA CRESCENT ROCK PRODUCTS INC						
24-147	STREETS - ROAD ROCK	05/31/2024	439.47	.00		
Total 1121:			439.47	.00		
LA CROSSE AREA CONVENTION AND						
4/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	05/28/2024	3,381.96	.00		
Total 9824:			3,381.96	.00		
LA CROSSE COUNTY TREASURER						
MPO006 - 2024	LAPC LOCAL SHARE DUES - 2024	05/07/2024	2,391.69	.00		
Total 1098:			2,391.69	.00		
LAPHAM'S CLEANING LLC						
0000016	CITY HALL - CLEANING	05/31/2024	1,200.00	.00		
Total 10121:			1,200.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
5/24 DUES	PD - PAYROLL DEDUCTED UNION DUES	06/01/2024	493.50	.00		
Total 1134:			493.50	.00		
LEAGUE OF MINNESOTA CITIES						
407162 - 2024 C	2024 LMC ANNUAL CONFERENCE - K. TARRENCE	06/05/2024	475.00	.00		
Total 1117:			475.00	.00		
LEAGUE OF MN CITIES INS TRUST						
2024/2025 WC	PREPAID WC INS. PREMIUM	05/30/2024	71,111.00	71,111.00	05/30/2024	
5/24 - 5/25	PREPAID INSURANCE	05/30/2024	146,841.00	146,841.00	05/30/2024	
5/24 - 5/25 GC	PREPAID LIQUOR LIABILITY INS. PREM - GOLF COURSE	05/30/2024	3,012.00	3,012.00	05/30/2024	
Total 1115:			220,964.00	220,964.00		
LEASE SERVICING CENTER, INC.						
51137	PD TESLA - LEASE PYMT INTEREST	06/01/2024	405.08	405.08	06/03/2024	
51137	PD TESLA - LEASE PYMT PRINCIPAL	06/01/2024	862.24	862.24	06/03/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10152:			1,267.32	1,267.32		
LUDWIGSON, JASON						
5/1/24 - 5/31/24	MILEAGE	05/31/2024	331.65	.00		
5/1/24 - 5/31/24	SUSTAINABILITY SERVICES	05/31/2024	3,496.00	.00		
5/1/24 - 5/31/24	COMPUTER MONITOR - REIMBURSE	05/31/2024	169.99	.00		
Total 9632:			3,997.64	.00		
MAYO CLINIC AMBULANCE SERVICE						
1784056	CPR CLASS	05/10/2024	102.00	.00		
Total 8150:			102.00	.00		
MCFOA						
01437	MCFOA MEMBERSHIP RENEWAL	06/01/2024	50.00	.00		
Total 1306:			50.00	.00		
MIDWEST TAPE						
505519155	LIBRARY- MOVIES	05/24/2024	26.24	.00		
Total 9851:			26.24	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
05/24/24PR0015	MN CHILD SUPPORT	05/28/2024	497.46	497.46	05/30/2024	
Total 9597:			497.46	497.46		
MINNESOTA DEPARTMENT OF HEALTH						
2ND QTR 2024	QTRLY STATE WATER CONNECTION FEE	06/01/2024	5,032.53	.00		
Total 1396:			5,032.53	.00		
MN DEPT OF TRANSPORTATION						
P00018490	WAGON WHEEL BRIDGE INSPECTION	05/24/2024	1,083.09	.00		
Total 1364:			1,083.09	.00		
MYHRE, ETHAN						
2024 BOOT	SAFETY BOOT - REIMBURSE	06/02/2024	100.00	.00		
Total 10180:			100.00	.00		
NATIONAL CHILD ID PROGRAM						
4203	PD - NATIONAL NIGHT OUT	04/24/2024	73.50	.00		
Total 10184:			73.50	.00		
NCPERS GROUP LIFE INSURANCE						
5/24 STMT	LIFE INSURANCE PREMIUMS	06/01/2024	176.00	.00		
Total 1619:			176.00	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1312646	GC - BEER FOR RESALE	05/30/2024	268.50	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2311:			268.50	.00		
P & T ELECTRIC INC						
25640	FD - FIX LIVE WIRE HANGING OFF BUILDING	05/21/2024	125.00	.00		
Total 1643:			125.00	.00		
PEPSI-COLA BOTTLING COMPANY						
9190436	GC - POP FOR RESALE	05/06/2024	316.50	.00		
9192249	GC - POP FOR RESALE	05/15/2024	1,128.00	.00		
9193265	POOL - CONCESSIONS	05/21/2024	1,090.50	.00		
Total 1615:			2,535.00	.00		
PERFORMANCE FOODSERVICE						
700373	GC - FOOD FOR RESALE	05/17/2024	145.92	.00		
707861	POOL - CONCESSIONS	05/29/2024	209.74	.00		
711736	POOL - CONCESSIONS	06/05/2024	1,077.58	.00		
Total 10087:			1,433.24	.00		
PROLOGUE PLANNING GROUP						
5/1/24 - 5/31/24	ECONOMIC DEVELOPMENT SERVICES	05/31/2024	1,168.02	.00		
Total 10006:			1,168.02	.00		
QUADIENT FINANCE USA, INC						
5/24 STMT	Postage Meter Postage- Arena	05/15/2024	3.00	3.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Clerk	05/15/2024	45.00	45.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Golf course	05/15/2024	9.00	9.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Lic Bur	05/15/2024	30.00	30.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Pool	05/15/2024	6.00	6.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Sewer	05/15/2024	63.00	63.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Animal Rescue	05/15/2024	3.00	3.00	06/03/2024	
5/24 STMT	Postage Meter Postage- B & Z	05/15/2024	21.00	21.00	06/03/2024	
5/24 STMT	Postage Meter Postage- FIRE DEPARTMENT	05/15/2024	12.00	12.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Library	05/15/2024	9.00	9.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Police	05/15/2024	21.00	21.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Public works	05/15/2024	15.00	15.00	06/03/2024	
5/24 STMT	Postage Meter Postage- Water	05/15/2024	63.00	63.00	06/03/2024	
Total 9799:			300.00	300.00		
QUALITY POOL & SPA						
31375	POOL - CHEMICALS	05/21/2024	35.80	.00		
31426	POOL - CHEMICALS	05/24/2024	64.99	.00		
31573	POOL - CHEMICALS	06/03/2024	18.04	.00		
31606	POOL - CHEMICALS	06/05/2024	85.99	.00		
Total 1596:			204.82	.00		
QUILLINS LA CRESCENT						
4/24 STMT	GC - FOOD FOR RESALE	04/30/2024	50.82	.00		
4/24 STMT	GC - FOOD FOR RESALE	04/30/2024	27.98	.00		
4/24 STMT	GC - FOOD FOR RESALE	04/30/2024	32.26	.00		
4/24 STMT	GC - KITCHEN SUPPLIES	04/30/2024	7.56	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4/24 STMT	GC - BATTERIES	04/30/2024	14.29	.00		
4/24 STMT	PD - WATER FOR MEETING	04/30/2024	3.99	.00		
5/24 STMT	GC - FOOD FOR RESALE	05/31/2024	68.12	.00		
5/24 STMT	GC - FOOD FOR RESALE	05/31/2024	32.26	.00		
5/24 STMT	SNACKS FOR BIKE TO WORK DAY	05/31/2024	9.50	.00		
5/24 STMT	GC - FOOD FOR RESALE	05/31/2024	32.06	.00		
5/24 STMT	FD - VEHICLE MAINTENANCE	05/31/2024	9.18	.00		
Total 1707:			288.02	.00		
R & R PRODUCTS INC						
CD2907740	GC - MOWER REPAIR	05/13/2024	3,061.76	.00		
CD2907740	GC - GOLF CART MAINTENANCE	05/13/2024	80.89	.00		
Total 1833:			3,142.65	.00		
RAILS TO TRAILS CONSERVANCY						
2024 MEMBERS	RAILS TO TRAILS MEMBERSHIP	05/31/2024	35.00	.00		
Total 10186:			35.00	.00		
RIVER VALLEY MEDIA GROUP						
5/24 STMT	AD - NOTICE OF PUBLIC HEARING - DEED	05/31/2024	48.88	.00		
Total 8163:			48.88	.00		
SAM'S CLUB						
5/24 STMT	CITY HALL - OFFICE SUPPLIES	05/31/2024	125.92	125.92	06/03/2024	
5/24 STMT	CITY HALL - CLEANING SUPPLIES	05/31/2024	30.96	30.96	06/03/2024	
5/24 STMT	GC - FOOD FOR RESALE	05/31/2024	71.01	71.01	06/03/2024	
5/24 STMT	POOL - CONCESSIONS	05/31/2024	39.92	39.92	06/03/2024	
5/24 STMT	LIC BUR - OFFICE SUPPLIES	05/31/2024	75.96	75.96	06/03/2024	
5/24 STMT	PARKS - CLEANING SUPPLIES FOR WIESER PAV	05/31/2024	114.33	114.33	06/03/2024	
5/24 STMT	GC - CHIPS, SNACKS & NUTS FOR RESALE	05/31/2024	269.55	269.55	06/03/2024	
Total 1861:			727.65	727.65		
SCHOTT DISTRIBUTING CO., INC.						
572142	GC - POP FOR RESALE	05/09/2024	24.00	.00		
572142	GC - BEER FOR RESALE	05/09/2024	740.60	.00		
573234	GC - POP FOR RESALE	05/16/2024	34.00	.00		
573234	GC - BEER FOR RESALE	05/16/2024	535.55	.00		
574304	GC - POP FOR RESALE	05/23/2024	24.00	.00		
574304	GC - BEER FOR RESALE	05/23/2024	402.55	.00		
Total 1931:			1,760.70	.00		
SHOOTING STAR NATIVE SEEDS						
61597	SEED MIX FOR PINE CREEK PRAIRIE DISTURBED DURIN	05/17/2024	188.75	.00		
Total 9713:			188.75	.00		
SOUTHEAST LIBRARIES COOP						
052434	LIBRARY- ILS PACKAGE AND PC SUPPORT	06/04/2024	791.52	.00		
Total 1962:			791.52	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SUPERIOR TURF SERVICES						
5399	GC - CHEMICALS	05/17/2024	786.98	.00		
Total 9826:			786.98	.00		
THE MAGIC OF ISAIAH						
256	LIBRARY - LITERACY MAGIC SHOW - SRP	06/03/2024	350.00	.00		
Total 10183:			350.00	.00		
THORSON GRAPHICS LLC						
9468	SUMMER REC PROGRAM SHIRTS	05/28/2024	2,613.59	.00		
Total 8998:			2,613.59	.00		
TRI-STATE BUSINESS MACHINES IN						
601907	DMV - COPY/PRINTER	05/28/2024	76.12	.00		
602130	DMV - NEW COPY/PRINTER	05/28/2024	2,695.00	.00		
602131	DMV - COPY/PRINTER MONTHLY CHARGE	05/28/2024	60.00	.00		
602132	DMV - COPY/PRINTER CREDIT	05/28/2024	64.84	.00		
Total 2024:			2,766.28	.00		
UNITED STATES POSTMASTER						
PO BOX RENEW	PO BOX RENEWAL FEE	06/03/2024	120.00	.00		
Total 2102:			120.00	.00		
VERIZON WIRELESS						
9965275219	FD - MOBILE	05/28/2024	180.09	.00		
Total 8973:			180.09	.00		
VISA						
5/24 STMT	LIBRARY - PROGRAM SUPPLIES - NNLM GRANT	05/31/2024	46.93	.00		
5/24 STMT	LIBRARY - PROGRAM SUPPLIES - NNLM GRANT	05/31/2024	215.00	.00		
5/24 STMT	LIBRARY - PROGRAM SUPPLIES - SRP	05/31/2024	375.62	.00		
5/24 STMT	PROJECT REVIEW MEETING LUNCH	05/31/2024	54.87	.00		
5/24 STMT	B&Z - EROSION/STORMWATER TRAINING	05/31/2024	104.63	.00		
5/24 STMT	PD - TRAINING FOR D. DAVEAU	05/31/2024	237.30	.00		
5/24 STMT	LIBRARY - PROGRAM SUPPLIES	05/31/2024	15.79	.00		
5/24 STMT	LIBRARY - PROGRAM SUPPLIES - SRP	05/31/2024	92.56	.00		
5/24 STMT	LIBRARY - BOOKS GRANT FUNDED - SELCO GRANT	05/31/2024	302.40	.00		
5/24 STMT	RESILIENT COMM PROJECTS STUDENTS FINAL PRESEN	05/31/2024	214.19	.00		
5/24 STMT	PD - COMPUTER MONITORS	05/31/2024	210.98	.00		
5/24 STMT	PD - INTERNET PEOPLE SEARCH	05/31/2024	75.00	.00		
Total 2208:			1,945.27	.00		
WALLER, HARRIS W.						
1/24 - 4/24	REIMBURSE - MILEAGE	04/04/2024	99.83	.00		
Total 2331:			99.83	.00		
WIESER LAW OFFICE PC						
5/24 CITY	CLERK - LEGAL FEES	05/31/2024	976.52	.00		
5/24 CITY	WATER DEPT - LEGAL FEES	05/31/2024	488.26	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/24 CITY	BLDG/ZNG - LEGAL FEES	05/31/2024	976.52	.00		
5/24 CITY	COUNCIL - LEGAL FEES	05/31/2024	976.52	.00		
5/24 CITY	SEWER DEPT - LEGAL FEES	05/31/2024	488.26	.00		
5/24 POLICE	PD - LEGAL FEES	05/31/2024	3,589.03	.00		
Total 2361:			7,495.11	.00		
ZIEBELL'S HIAWATHA FOODS INC						
399261	GC - FOOD FOR RESALE	04/25/2024	63.22	.00		
399345	GC - FOOD CREDIT	05/03/2024	86.16-	.00		
399827	GC - CLEANING SUPPLIES	05/02/2024	487.02	.00		
399827	GC - FOOD FOR RESALE	05/02/2024	611.65	.00		
399827	GC - CHIPS, SNACKS, NUTS	05/02/2024	75.00	.00		
400507	GC - KITCHEN PRODUCTS	05/10/2024	13.73	.00		
400507	GC - CLEANING SUPPLIES	05/10/2024	47.55	.00		
400507	GC - FOOD FOR RESALE	05/10/2024	294.76	.00		
400508	GC - CLEANING SUPPLIES	05/24/2024	64.33	.00		
401094	GC - CLEANING SUPPLIES	05/17/2024	199.44	.00		
401094	GC - CHIPS, SNACKS, NUTS	05/17/2024	132.21	.00		
401094	GC - KITCHEN SUPPLIES	05/17/2024	2.74	.00		
401094	GC - FOOD FOR RESALE	05/17/2024	665.60	.00		
401095	GC - FOOD FOR RESALE	05/24/2024	64.55	.00		
401668	GC - CLEANING SUPPLIES	05/24/2024	419.90	.00		
401668	GC - FOOD FOR RESALE	05/24/2024	279.71	.00		
401668	GC - KITCHEN SUPPLIES	05/24/2024	53.21	.00		
402170	GC - FOOD FOR RESALE	05/31/2024	514.03	.00		
402170	GC - CLEANING SUPPLIES	05/31/2024	50.70	.00		
402170	GC - KITCHEN SUPPLIES	05/31/2024	27.18	.00		
Total 2417:			3,980.37	.00		
Grand Totals:			369,768.55	223,756.43		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

3.1



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: June 10, 2024 
SUBJECT: Minnesota Department of Labor and Industry Building Official Training Grant Agreement

In an effort to increase the number of qualified building inspectors in the state, the Minnesota Department of Industry and Labor created a grant program known as the Building Official Training Grant or BOT grant program. The purpose of the grant program is to train the next generation of Building Officials in learning, understanding and implementing the various commercial and residential building codes. I along with Shawn Wetterlin, Josh Tarrence and Bill Waller completed and submitted the grant application at the end of February. The city was awarded a \$65,000 grant. There are no city matching funds required for this grant. The grant will pay for salary, equipment, training classes, testing and certifications.

Attached is a copy of the award letter and the grant agreement.

A motion to accept the grant and to authorize the Mayor and City Administrator to sign the grant agreement is recommended.

Thank you.

4/22/2024

Bill Waller – City Administrator
Shawn Wetterlin – Chief Building Official
City of La Crescent
315 Main Street La Crescent Mn. 55947

RE: 2024 Building Official Training (BOT) Grant – 2nd offering
Award Announcement

Bill, Shawn,

The Department of Labor and Industry (DLI) has reviewed proposals submitted in response to its 2024 Building Official Training (BOT) Grant Request for Proposal (RFP). I am pleased to inform you that DLI is able to fund your proposal. DLI seeks to grant your organization the following:

Award Amount:	up to \$65,000
Period of Performance:	from the date contract is executed – March 31st, 2025.

Your grant contract agreement will be sent via DocuSign. You can begin expending funds **only after** the contract is **fully** executed. You will be notified by letter and email when the contract is executed.

After the contract is executed, I will be contacting you to schedule an orientation meeting where the training requirements and reporting/invoicing procedures will be explained.

DLI is excited about partnering with you and looks forward to another year of your successes. Congratulations on the award and thank you for your commitment to this important work.

Contact me with any questions,

Terence Olson

Municipal BOT Grants Administrator

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
443 Lafayette Road N., St. Paul, MN 55155
Office: 651-284-5627 | terence.olson@state.mn.us

Web: www.dli.mn.gov/bot

 **DEPARTMENT OF
LABOR AND INDUSTRY**

STATE OF MINNESOTA
2024 BUILDING OFFICIAL TRAINING (BOT) GRANT
CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its commissioner of the Department of Labor and Industry ("STATE") and the City of La Crescent, 315 Main Street La Crescent MN. 55947 ("GRANTEE").

Recitals

1. Under MN. Statute 175.17 and MN. Statute 326B.148 subd. 1, the State is empowered to enter into this grant contract agreement.
2. The purpose of the Building Official Training Municipal Grant Program (hereafter referred to as the BOT Grant or BOT) from the Minnesota Department of Labor and Industry (DLI) is to provide support through partial funding and training guidance to qualified municipalities who wish to establish training programs that will provide on-the-job work experience and education under the supervision of a Minnesota certified building official. The municipality's trainee will gain experience in building code enforcement and accumulate points by serving as a construction code inspector under the supervision of a Minnesota certified building official per MN. Rule 1301.0300 section C (1) in compliance with MN. Statute 326B.135 and competency criteria detailed in MN. Rule 1301.1400. The grant program goal for the trainee is to work toward a building official-limited (BOL) or building official (BO) certification as applicable.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement, including exhibit B-1, to the satisfaction of the State. Pursuant to MN. Statute 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 Effective date:

May 27, 2024, or the date the contract is fully executed, whichever is later, per MN. Statute 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 MN. Statute 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

March 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's duties

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

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

2.1 Qualifications:

The Grantee is a qualified municipality. A qualified municipality is a municipality as defined by MN. Statute 326B.103, Subd. 9 and must administer and enforce the Minnesota State Building Code by having adopted it by ordinance in compliance with MN. Statute 326B.121 subd. 2(a)(b).

2.2 Education and Training:

The Grantee must provide education and training under the supervision of a Minnesota certified building official in accordance with MN. Rule 1301.1400, MN. Rule 1301.0300 p. A and MN. Rule 1301.0300 p. C (1). The Grantee must provide education and training in the enforcement of the Minnesota state building code during the grant cycle period, described in sections 1.1 and 1.2, as specified in the Training Requirements Exhibit B-1 which is attached and incorporated into this grant agreement by reference and available from the State's Authorized Representative Terence Olson, Grants Administrator, terence.olson@state.mn.us. All activities for the required training will be completed by March 31, 2025, and final training reports, described in section 2.4, submitted by April 30, 2025.

2.3 Monitoring:

The Grantee will allow grant monitoring meetings by State staff as per MN. Statute 16B.97. The grant program monitoring meetings will be scheduled with the municipality via electronic meeting i.e.: MS Teams and will be attended by DLI staff and the related municipal staff. The Grantee training program will be reviewed to ensure training, education and instruction requirements are being achieved. Progress will be gauged in relation to overall program requirements.

2.4 Progress reports:

The Grantee will submit quarterly progress reports that list the total quarterly hours of training accomplished, in compliance with section 2.2, and a supporting progress narrative report summarizing each aspect achieved and funds expended. These reports must be submitted quarterly no later than the following dates: July 31, 2024; October 31, 2024; January 31, 2025; April 30, 2025.

2.5 Financial reconciliation:

The State will conduct financial reconciliation of Grantee's expenditures at least once during the grant period on grants of \$50,000 and higher. For this purpose, the Grantee must make expense receipts, employee timesheets, invoices, financial reports, and any other supporting documents available upon request by the State.

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 for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be reimbursed quarterly for training and education expenses directly related to the BOT grant program training activities. The total of all approved quarterly reimbursements cannot exceed the total obligations defined in sec. 4.1(c) of this contract. Expenditures eligible for reimbursement per Exhibit A budget line-items are: trainee wages; trainee insurance, benefits, and related taxes; education, certification, and training expenses; and support services. Grantee reimbursement for support services is limited to no more than ten percent of the total grant awarded amount defined in sec. 4.1(c) of this contract. Support services includes training materials and supplies directly supporting the trainee such as computers or handheld devices, cellphone, code books, tools, protective clothing, and personal safety equipment related to the training activities.

(b) Travel Expenses

The Grantee may be reimbursed for travel and subsistence expenses, related to the BOT Grant required training, 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). Trainee travel reimbursement is limited to training, certification, and education provided within the State of Minnesota including, but not limited to, training/testing at the Department of Labor and Industry, DLI/CCLD seminars, ICC seminars within the state, Upper Great Plains Region III Educational Institute, University of Minnesota Annual Institute for Building Officials, related college courses and OSHA 10 training. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$65,000.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the required reimbursement submittal documents have been approved by the BOT grant administrator, the DLI commissioner's office and DLI financial services representatives. The Grantee will submit the required documents for only the allowable expenses incurred during training for that quarter and provide proof they were expensed through the Grantee's accounting process.

Reimbursement submittals must be submitted according to the following schedule: quarterly no later than the following dates: July 31, 2024; October 31, 2024; March 1, 2025; April 30, 2025.

Reimbursement requests will use the following required DLI submittal documents which will be provided: Request for Reimbursement (RPR) invoice and accompanying RPR Expense Summary Excel worksheets.

The Grantee must also provide documentation to support the line-item expenses listed on the RPR Expense Summary worksheets and provide proof they were expensed through the

Grantee's accounting process. Documentation to support requests for reimbursement includes, but is not limited to, payroll records, time sheets, financial reports, and expense receipts and other documents requested by DLI Financial Services staff.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(c) Budget modifications

Modifications greater than 10 percent of any line item in the most recently approved work plan and budget require prior approval from the State and must be indicated on submitted reports.

Modifications equal to or less than 10 percent of any line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports, and that the total obligation of the State for all compensation and reimbursements to Grantee shall not exceed the total.

4.3 Contracting and Bidding Requirements

Per MN. Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) The Grantee must not contract with vendors who are suspended or debarred in Minnesota:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5. 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.

6. Authorized representative

The State's Authorized Representative is Terence Olson, Municipal Grants Administrator, 443 Lafayette Road. North, St. Paul Mn. 55101, 651-284-5627, terence.olson@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement.

The Grantee's Authorized Representative is Bill Waller, city administrator, 315 Main Street, La Crescent MN. 55947, 507-895-4668, bwaller@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.

7. Assignment amendments, waiver, and grant contract agreement complete.

7.1 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.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and

approved the original grant contract, or their successors in office.

7.3 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.

7.4 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, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9. State audits

Under MN. Statute 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.

10. Government data practices and intellectual property rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, MN. Statute Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of MN. Statute 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.

10.2 Intellectual Property Rights

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other

materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) Representation. The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, 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 the works or documents 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 works or documents 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.

11. Workers' Compensation

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

12. Publicity and endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement

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

13. 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.

14. Termination

14.1 (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.

14.2 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, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 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, fax or email notice to the Grantee.

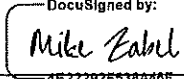
The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement 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.

15. Data disclosure

Under MN. Statute 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its 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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by MN. Statute 16A.15

Signed:  _____
DocuSigned by: Mike Zabel
4E22292F538A40F...

Name: Mike Zabel

Title: Accounting Director

Date: 5/28/2024

SWIFT Contract/PO No(s): 249020

3000021102

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.

Signed: _____

Name: Bill Waller

Title: City Administrator

Date: _____

3. STATE AGENCY

Signed: _____

(With delegated authority)

Name: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Exhibit A

2024 BOT Grant Program Budget

<u>Item</u>	<u>Amount</u>
Trainee Expenses	
Trainee wages	\$ 37,600
Trainee Insurance, benefits and taxes	\$ 16,900
Trainee education and certification	\$ 4,000
Support Services	
limited to 10% of granted amount	\$ 6,500
Total Projected Budget - (cannot exceed \$65,000)	\$ 65,000

Exhibit B-1

2024 BOT Grant Program Required Training

- | | |
|-------------|---|
| Sec. | Training Description - Includes education, plan review and inspections |
| 1 | Safety Training (OHSA 10) |
| 2 | ICC courses to achieve competency criteria or BO-Limited application points |
| 3 | Classes to achieve competency criteria or BO-Limited application points |
| 4 | Legal Aspects of Building Code Administration
Overview of Municipal Inspection Policies (with Building Official and appropriate Municipal Admin. Staff)
Ordinance Adoption
Permit Fees, valuations
Correction Orders
Stop Work Orders
Certificate of Occupancy
Rights of Entry
Hazardous Buildings MSBC Ch. 1300.0180, MS. 463.15-26 viii) Records Retention
Records Retention
Zoning Ordinance Review |
| 5 | Building Department Administration and Management
Municipality's Building Permitting Policies
Receiving and Processing Building Permit Applications
Customer Service – communicating City policies
Understanding Land Use or Flood Plain Requirements
Issuing Permits
Understanding Municipal Inspection Policies
Scheduling Inspections
Maintaining Municipal Records
State reports
Understanding an Itemized Building Department Budget
Understanding How State Agencies Laws and Rules Impact Municipal Administration and Enforcement
Wetland Conservation
Stormwater Management
Demolition of Existing Structures
Lead Paint and Existing Structures
Asbestos and Existing Structures |
| 6 | Decks |
| 7 | Re-Roofs |
| 8 | Re-Siding, Exterior Finishes (veneers, stucco, etc.) |
| 9 | Retaining Walls |
| 10 | Window, Door, and/or Replacements |
| 11 | 3 – Season and 4 – Season Porches |
| 12 | Basement Finishes |

Sec. Training Description- Includes education, plan review and inspections

13 HVAC Equipment Replacements

14 Gas Meters, Gas Piping, Gas Line Air Tests,

15 Additions to Existing Plumbing Systems

16 One and Two-Family Dwellings **IRC-1, IRC-2, Townhouses IRC-3**

Certificate of Survey, Setbacks, Elevations, Property Lines, Erosion Control

Footings, Foundations and Reinforcing

Framing

Floor Assemblies

Wall Assemblies

Roof Assemblies

Inspecting Truss Systems

Exterior Finishes

Residential HVAC Systems

Radon Systems

Residential Plumbing Inspections including Site Utilities

Residential Energy Plan Review and Inspection Ch. 1322

Residential Fire-resistant construction R302

Final Inspections

Energy Certificate

C of O vs. TCO

**16A.15-16C.05 Reporting Form**

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of Labor and Industry Division of Construction Codes and LicensingSWIFT Contract # 249020 Vendor Name City of La Crescent Mn.

Select ONE (1) of the following:

- ☐ Professional/Technical Contract – Submit Two (2) Fully Executed Paper Copies with the contract to OSP
- ☐ Professional/Technical Delegated – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Professional/Technical Annual Plans – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Acquisitions (Goods and General Services) – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☒ Grants – Submit an Executed Electronic Copy to Procurement.User@state.mn.us

I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION
 (Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)*
I certify that work has not started as of 5/24/2024 and will not begin until this contract is fully executed.Person Responsible: Terence Olson Date: 5/24/2024
II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE (Minn. Stat. § 16A.15, subd. 3)*

Total Contract or Amendment Amount \$ _____ Obligation Date: _____ (when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

 (1) Person Responsible (Printed Name and Signature) Date: _____

 (2) Agency Accounting Director Date: _____

 (3) Agency Head or Formal Delegate Date: _____



III. OBLIGATION INCURRED PRIOR TO CONTRACT EXECUTION (Minn. Stat. § 16C.05, subd. 2)*

Work on this contract started as of _____

Nature of Contract/Scope of Work:

Reason why contract was not fully executed prior to begin date:

What corrective action will be taken to prevent the problem from happening in the future?

(1) Person Responsible (Printed Name and Signature)

Date: _____

(2) Agency Head or Formal Delegate

Date: _____



16A.15-16C Memo, page 2

Minnesota Statutes Section 16A.15, subdivision 3 (emphasis added)

Allotment and encumbrance

(a) A payment may not be made without prior obligation. An obligation may not be incurred against any fund, allotment, or appropriation unless the commissioner [of finance] has certified a sufficient unencumbered balance or the accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet it. . . . An expenditure or obligation authorized or incurred in violation of this chapter is invalid and ineligible for payment until made valid. A payment made in violation of this chapter is illegal. An employee authorizing or making the payment, or taking part in it, and a person receiving any part of the payment, are jointly and severally liable to the state for the amount paid or received. If an employee knowingly incurs an obligation or authorizes or makes an expenditure in violation of this chapter or takes part in the violation, the violation is just cause for the employee's removal by the appointing authority or by the governor if an appointing authority other than the governor fails to do so. A claim presented against an appropriation without prior allotment or encumbrance may be made valid on investment, review, and approval by the commissioner [of finance], if the services, materials, or supplies to be paid for were actually furnished in good faith without collusion and without intent to defraud.

Minnesota Statutes Section 16C.05, subdivision 2 (emphasis added)

Creation and validity of contracts

(a) **A contract is not valid and the state is not bound by it and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on it unless:**

- (1) it has first been executed by the head of the agency or a delegate who is a party to the contract;
 - (2) it has been approved by the commissioner [of administration]; and
 - (3) the accounting system shows an encumbrance for the amount of the contract liability.
- (b) the combined contract and amendments must not exceed five years, unless otherwise provided by law. The term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state.

#3.2



TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director 
DATE: June 6th, 2024
RE: MN Department of public safety- review and authorize expenditures

July 19th 2023, Disaster #4722DR was declared by the President of the United States of America, for the damages that occurred April 11th through April 30th 2023. The Mississippi River flooding in the spring of 2023 caused damage to City of La Crescent's infrastructure along shore acres road and the wagon wheel trail. The flood crested at 15.89 ft, which is the third highest on record. Attached are letters from the Minnesota department of public safety that summarize the payments.

The City of La Crescent had damages of \$40,164.81 to the Wagon Wheel Trail between the brush site and Shore Acres Road. We have received a quote from Mathy to complete the repair and would suggest the City Council approve the expenditure from the disaster funding to repair the wagon wheel trail not to exceed \$40,164.81.

The City of La Crescent had damages of \$68,745.91 to the grinder pump sewer system, \$13,077 of the work is yet to be completed. We will bring back quotes for approval at a later meeting. Damages include pumps, electrical lines, pump tank and labor.

The City of La Crescent was awarded \$65,408 in 406 mitigation funds, the work is yet to be completed. We will bring back quotes for approval at a later meeting. Mitigation will be done to prevent future damages to the sewer system, consisting of tank replacement and raising the height of the access.

The City of La Crescent was awarded \$2,307.20 for management costs of the grants. Covered 100% by FEMA. Numerous meetings with FEMA staff have been held since the disaster in 2023.

The City will receive \$176,625.92 from disaster #47722DR. The Federal government pays 75% of the damages and the State pays the remaining 25%; the state withholds 10% of the state's share until we certify the work is completed.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Homeland Security and Emergency Management

445 Minnesota Street • Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651-201-7400 • Fax: 651-296-0459

May 23, 2024

Tyler Benish
Public Works Director
LA CRESCENT
TBenish@cityoflacscent-MN.gov

FAIN: 4722DRMNP00000001
UEI: FVBMS395VGA7
FEMA Applicant ID: 055-33866-00
Current POP Date: 1/19/2025

RE: Additional obligations

You are receiving this letter due to an additional obligation for your jurisdiction in Disaster DR-4722, incident period of 4/11-30/2024, declared on 7/19/2023. The Federal Emergency Management Agency (FEMA) has notified Minnesota Homeland Security and Emergency Management (HSEM) that LA CRESCENT will receive reimbursement for PW209, Project 733801. Attached is a payment spreadsheet detailing previous, current and amounts remaining for all your projects.

The award amount obligated on 5/16/2024 is for:

Federal Obligated (<i>Public Assistance 97.036</i>):	\$ 30,123.61
State Obligated:	<u>\$ 10,041.20</u>
Total Obligated:	\$ 40,164.81

The initial payment amount will be for:

Federal (<i>Public Assistance 97.036</i>) Share:	\$ 30,123.61
State Share:	<u>\$ 9,037.08*</u>
Total Payment:	\$ 39,160.69

**initial payment covers 90% of the State Share*

Please notify your finance department of this payment.

If you have any questions on how your payment is processed, please contact Minnesota Management and Budget (MMB) Vendor Helpline at 651-201-8106. You can also visit the MMB website at <https://mn.gov/mmb/accounting/swift/vendor-resources/> for additional information.

Also attached you will find your project worksheet along with the Project Completion and Certificate Report (P.4). Upon completion of this project, please complete and return the P.4 to mn.hsem.recovery.DPS@state.mn.us. The closeout staff will reach out to you if there are any questions before processing the final payment of the remaining State Share.

If you have any questions, please send an email to mn.hsem.recovery.DPS@state.mn.us.

Kristin Loomer
Minnesota Homeland Security and Emergency Management

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Homeland Security and Emergency Management

445 Minnesota Street • Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651-201-7400 • Fax: 651-296-0459

May 17, 2024

Tyler Benish
Public Works Director
LA CRESCENT
TBenish@cityoflacscent-MN.gov

FAIN: 4722DRMNP00000001
UEI: FVBMS395VGA7
FEMA Applicant ID: 055-33866-00
Current POP Date: 1/19/2025

You are receiving this packet of information relating to Disaster DR-4722, declared on 7/19/2023, as this is your first obligation. The Federal Emergency Management Agency (FEMA) has notified Minnesota Homeland Security and Emergency Management (HSEM) that LA CRESCENT will receive reimbursement for PW394, Project 734048.

The award amount obligated on 5/9/2024 is for:

Federal Obligated (<i>Public Assistance 97.036</i>):	\$ 100,615.43
State Obligated:	\$ 33,538.48
Total Obligated:	\$ 134,153.91

The initial payment amount will be for:

Federal (<i>Public Assistance 97.036</i>) Share:	\$ 100,615.43
State Share:	\$ 30,184.63*
Total Payment:	\$ 130,800.06

**initial payment covers 90% of the State Share*

Please notify your finance department of this payment.

If you have any questions on how your payment is processed, please contact Minnesota Management and Budget (MMB) Vendor Helpline at 651-201-8106. You can also visit the MMB website at <https://mn.gov/mmb/accounting/swift/vendor-resources/> for additional information.

Also enclosed you will find your project worksheet along with the Project Completion, Exhibit II Certification for Contracts, Grants, Loans, and Cooperative Agreements and Certificate Report (P.4). Please complete the Exhibit II document and return to mn.hsem.recovery.DSP@state.mn.us. Upon completion of this project, please complete and return the P.4 to the same email address. Upon receiving the P.4, the closeout staff will reach out to you if there are any questions before processing the final payment of the remaining State Share.

If you have any questions, please send an email to mn.hsem.recovery.DPS@state.mn.us.

Kristin Loomer
Minnesota Homeland Security and Emergency Management

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



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State Fire
Marshal

Homeland Security and Emergency Management

445 Minnesota Street • Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651-201-7400 • Fax: 651-296-0459

May 28, 2024

Tyler Benish
Public Works Director
LA CRESCENT
TBenish@cityoflacscent-MN.gov

FAIN: 4722DRMNP00000001
UEI: FVBMS395VGA7
FEMA Applicant ID: 055-33866-00
Current POP Date: 7/19/2031

Re: Additional obligations

You are receiving this letter due to an obligation for your jurisdiction in Disaster DR-4722, incident period of 4/11-30/2023, declared on 7/19/2023. The Federal Emergency Management Agency (FEMA) has notified Minnesota Homeland Security and Emergency Management (HSEM) that LA CRESCENT will receive reimbursement for PW409, Project 748458. Attached is a payment spreadsheet detailing previous, current and amounts remaining for all your projects.

This is a Category Z (CATZ) project. It is for funding of administrative costs of up to 5% of all your projects in this disaster. To receive CATZ funding for this project you are encouraged to document administrative costs related to your work on all projects and provide them to HSEM when all are complete. **NOTE:** *Payment will not be received until all projects are closed by FEMA.*

The award amount obligated on 5/23/2024 is for:

Federal Obligated (<i>Public Assistance 97.036</i>):	\$ 2,307.20
State Obligated:	\$ 0.00
Total Obligated:	\$ 2,307.20

If you have any questions on how your payment is processed, please contact Minnesota Management and Budget (MMB) Vendor Helpline at 651-201-8106. You can also visit the MMB website at <https://mn.gov/mmb/accounting/swift/vendor-resources/> for additional information.

Also enclosed you will find your project worksheet along with the Project Completion and Certificate Report (P.4). Upon completion of this project, please complete and return the P.4 to mn.hsem.recovery.DPS@state.mn.us. The closeout staff will reach out to you if there are any questions before processing the final payment of the remaining State Share.

If you have any questions, please send an email to mn.hsem.recovery.DPS@state.mn.us.

Kristin Loomer
Minnesota Homeland Security and Emergency Management

3.3



TO: Honorable Mayor and City Council Members

FROM: Tyler Benish, Public Works Director

DATE: June 6th, 2024

RE: Salt storage ordinance

A handwritten signature in black ink, appearing to read "Ty B", is written over the "FROM:" line.

The City of La Crescent has a permit that is authorized by the Minnesota Pollution Control Agency (MPCA) to discharge stormwater. The City of La Crescent has had a permit since 2002 and has had renewals in 2006, 2013 and 2020.

Communities are required to obtain a municipal separate storm sewer system (MS4) permit if they meet one of the three following requirements:

1. Located in an urbanized area and used by a population of 1,000 or more.
2. Located in a municipality with a population of 10,000 or more.
3. Have a population of at least 5,000 and the system discharges to specially classified bodies of water.

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 proper storage of salt. Below is the language from the permit.

18.6 For cities and townships, the permittee's regulatory mechanism(s) must require proper salt storage at commercial, institutional, and non-NPDES permitted industrial facilities. At a minimum, the regulatory mechanism(s) must require the following: a. designated salt storage areas must be covered or indoors; b. designated salt storage areas must be located on an impervious surface; and c. implementation of practices to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment). [Minn. R. 7090]

Following discussion from the May 13th City Council meeting, we have updated the ordinance. Attached for review and consideration by the City Council are the findings, an updated Salt Storage ordinance as well as a redlined copy of the ordinance. We suggest the City Council adopt the ordinance as presented, and reference the findings as the basis for adopting the ordinance.

Findings for Ordinance No. 583

- I. The removal of snow and ice from roadways is essential to both public safety and to the local economy and in order to protect the public safety, during and after winter storm events, the use of pavement deicing chemicals is a widely accepted means of keeping roadways passable; and
- II. Pavement deicing is typically accomplished through the use of deicers which can be corrosive to vehicles, roadway surfaces, and bridges and has been found to have adverse effects on the surface waters, ground water and to environmentally sensitive areas.
- III. The restoration of surface and ground water quality and ecosystems in such areas can be very difficult and costly, if not impossible, to rehabilitate through reverse osmosis once the events of contamination occur.
- IV. Negative environmental impacts may occur when salt and other deicers are not properly applied, stored, and transported.
- V. One of the primary sources of chloride entering the ground water is salt spillage that is either plowed or washed from maintenance yards, unloading, and loading areas.

CITY OF LA CRESCENT ORDINANCE NO. 583

AN ORDINANCE CONCERNING BULK STORAGE OF DEICING CHEMICALS

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

SECTION I. PREAMBLE AND STATEMENT OF PURPOSE. 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 bulk storage areas at commercial and industrial zoned 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 Section II 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

CITY OF LA CRESCENT ORDINANCE NO. _____

AN ORDINANCE CONCERNING 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~~PREAMBLE AND STATEMENT OF PURPOSE. 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 bulk storage areas at commercial, ~~industrial~~, and industrial zoned 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 Section II of this~~ Ordinance is a petty misdemeanor subject to penalty not to exceed \$300.00.

#3.4



TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: June 6th, 2024

RE: Minnesota Land Trust – Land Exchange Agreement

The city has been working with Allan McCormick and the Minnesota Land Trust for a number of years to resolve an issue with the land boundary on Mr. McCormick's property. The issue dates back to the mid 1990's and the construction of Mr. McCormick's home. The issue was not resolved when the purchase of the Eagles Bluff Property, not the application of the conservation easement from the MN Land Trust. The MN Land Trust is supportive of the proposed land exchange agreement. The city will obtain a net conservation gain. The net conservation gain was a requirement for MN Land Trust and the Internal Revenue Service to move this land exchange agreement forward. Mr. McCormick will be deeding 6.00 acres (more or less) to the city in exchange for 1.00 acres (more or less) being deeded back to him. This will clear any land boundary issues on his property. Mr. McCormick will be deeding parcels "A" 0.08 acres and parcel "B" 0.18 acres to the adjacent property owners.

The city attorney, city administrator, and myself will be in attendance to answer any questions about the proposed land exchange.

Map of the parcels included in the land exchange are included.

CERTIFICATE OF SURVEY

P.O.B.
NE COR.
APPLE
BLOSSOM
ACRES 3

N89°27'50"E 349.96'

NORTH LINE SE 1/4 SE 1/4

N 89°27'50" E 975.89

N 01°02'32" W
1349.50
NE COR. SE 1/4
CONCRETE FILLED TILE
W/ BRASS CAP
SEC. 33-T105N-R04W

PARCEL DESCRIPTION:

That part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 105 North, Range 4 West, Winona County, Minnesota, described as follows:

Beginning at the northeast corner of Lot 5, Block 1, APPLE BLOSSOM ACRES 3 Subdivision; thence North 89 degrees 27 minutes 50 seconds East (Note: All bearings are based on Winona County Coordinate System, NAD'83, Adjusted 1996), along the north line of said Southeast Quarter of the Southeast Quarter, 349.96 feet; thence South 45 degrees 17 minutes 18 seconds West, 387.43 feet to a point 75.00 feet east of the east line of APPLE BLOSSOM ACRES 3 and APPLE BLOSSOM ACRES 2 Subdivisions; thence South 00 degrees 04 minutes 59 seconds West, parallel with said east line, 698.11 feet; thence South 62 degrees 53 minutes 49 seconds East, 813.82 feet to a point on the south line of said Southeast Quarter; thence South 89 degrees 52 minutes 16 seconds West, along said south line, 575.00 feet; thence North 00 degrees 04 minutes 59 seconds East, parallel with said east line, 50.00 feet; thence South 89 degrees 52 minutes 16 seconds West, parallel with said south line, 225.00 feet to a point on said east line; thence North 00 degrees 04 minutes 59 seconds East, along said east line, 1289.98 feet to the Point of Beginning and there terminating.

Containing 6.00 acres, more or less.

SEC 33
T105N 04W
WINONA COUNTY
SE 1/4 SE 1/4

LEGEND

- - DENOTES FOUND PIPE UNLESS OTHERWISE NOTED
- - DENOTES SET 1/2" DIAMETER IRON PIPE WITH CAP #44930
- EXISTING LOT LINE
- SECTION LINE
- ▭ PARCEL BOUNDARY

BEARING SYSTEM USED:
WINONA COUNTY COORDINATE
SYSTEM NAD 83, ADJUSTMENT- 1996

0 50 100 200
SCALE 1"=100

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

TIMOTHY A. KRUSKA, L.C. NO. 44930

DATE

SW COR.
SE 1/4 SE 1/4

S89°52'16"W 225.00'

N00°04'59"E 50.00'

SOUTH LINE SE 1/4 SE 1/4

S89°52'16"W 575.00'

N 89°52'16" E 552.29

SE COR. SE 1/4
PIPE W/ BRASS CAP
SEC. 33-T105N-R04W

SCALE: 1" = 100'

DRAWN BY: ADM

DATE: 4/1/2024

PROJECT NO. 7319.23

CADD NO.: 7319.23_MCCORMICK CERT

FOR:

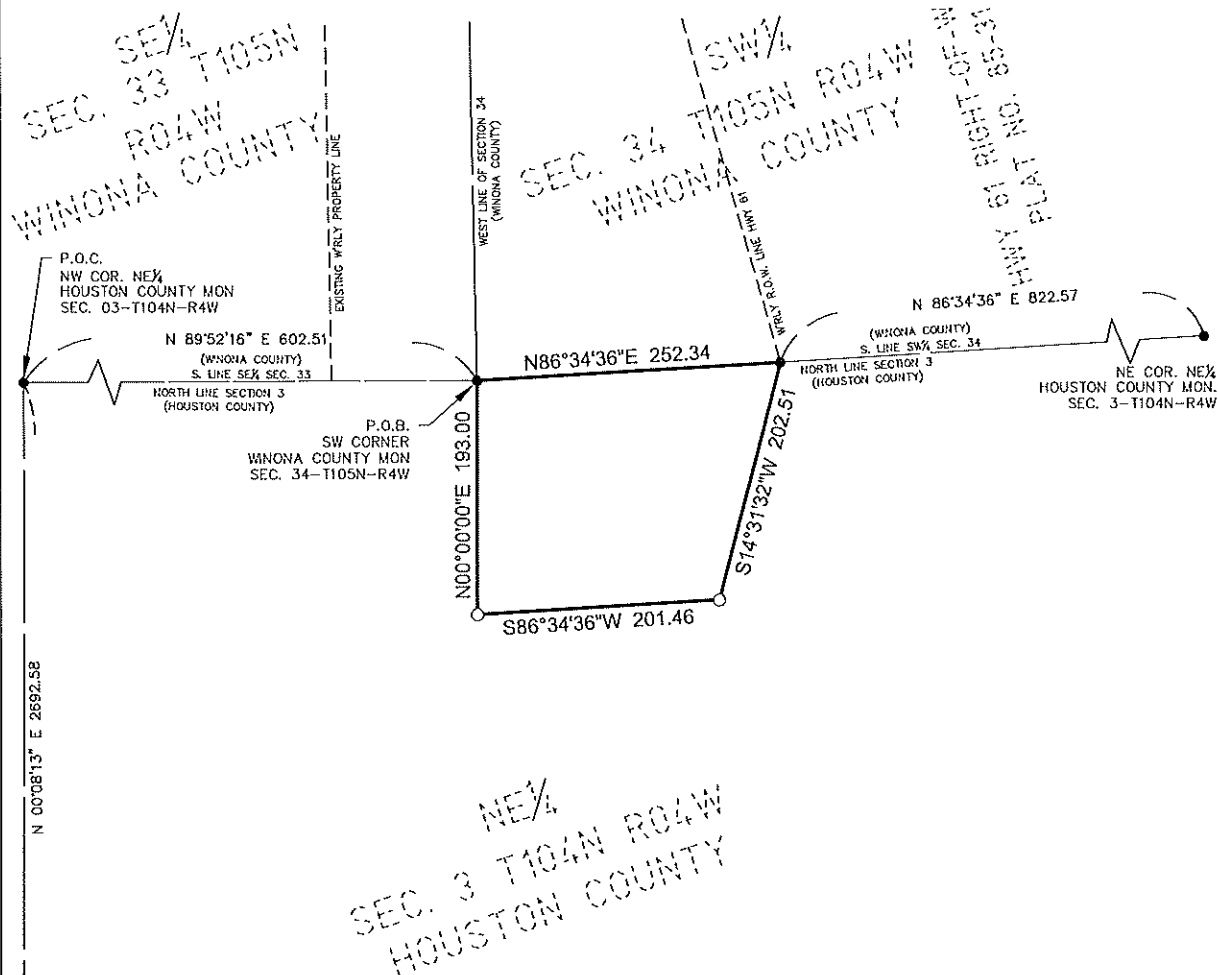
ALLAN MCCORMICK
SE 1/4 SE 1/4
SEC. 33 T105N R04W
WINONA COUNTY, MINNESOTA

SEC 33

T104N 04W
HOUSTON COUNTY

whks
engineers • planners • land surveyors

CERTIFICATE OF SURVEY



LEGAL DESCRIPTION:

That part of the Northeast Quarter of Section 3, Township 104 North, Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 3; thence North 89 degrees 52 minutes 16 seconds East (Note: All bearings are based on Houston County Coordinate System, NAD'83, Adjusted 1996) along the north line of said Section 3, 602.51 feet to the southwest corner of Section 34 Winona County, also being the Point of Beginning; thence North 86 degrees 34 minutes 36 seconds East, along said north line of said Section 3, 252.34 feet to a point where the westerly Right-of-Way line of Highway 61 meets the north line of said Section 3; thence South 14 degrees 31 minutes 32 seconds West, 202.51 feet; thence South 86 degrees 34 minutes 36 seconds West being parallel to the north line of said Section 3, 201.46 feet; thence North 00 degrees 00 minutes 00 seconds East, 193.00 feet to the Point of Beginning.

Containing 1.00 acres, more or less and subject to any easements and restrictions of record.

BEARING SYSTEM USED:
HOUSTON COUNTY COORDINATE
SYSTEM NAD 83, ADJUSTMENT- 1996

LEGEND

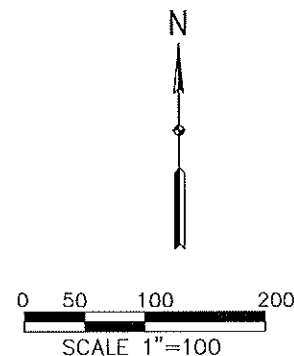
- - DENOTES FOUND PIPE UNLESS OTHERWISE NOTED
- - DENOTES 1/2" DIAMETER IRON PIPE WITH CAP #44930
- PARCEL BOUNDARY
- - - EXISTING LOT LINE
- SECTION LINE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

TIMOTHY A. HRUSKA, L.C. NO. 44930

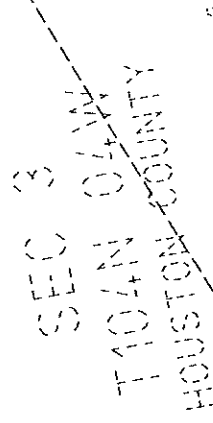
DATE



SCALE: 1" = 100'
DRAWN BY: ADM
DATE: 4/5/24
PROJECT NO. 7319.23
CADD NO. 7319.23_MCCORMICK CERT

FOR:
CITY OF LA CRESCENT
NE 1/4
SEC. 3, TOWNSHIP 104N., RNG. 4W
HOUSTON COUNTY, MINNESOTA

whks
engineers • planners • land surveyors



DESCRIPTION: PARCEL "B"

BEARING SYSTEM USED:
WINONA COUNTY COORDINATE
SYSTEM NAD 83. ADJUSTMENT. 1996

That part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 105, Range 4, Winona County,

Mimosa, described as follows:

Beginning at the northeast corner of Lot 8, Block 2, APPLE BLOSSOM ACRES 1 Subdivision; thence North 00 degrees 20 minutes 16 seconds East; (Note: All bearings are based on Winona County Coordinate System, NAD'83, Adjusted 1996), along the extension of the east line of said Lot 8, 50.00 feet; thence North 89 degrees 52 minutes 16 seconds East, along a line parallel with the north line of APPLE BLOSSOM ACRES 1, 154.49 feet; thence South 00 degrees 04 minutes 59 seconds West, parallel with the east line of APPLE BLOSSOM ACRES 2, 50.00 feet to a point on said north line; thence South 89 degrees 52 minutes 16 seconds West, along said north line, 154.71 feet to the Point of Beginning and there terminating.

Containing 0.18 acres, more or less and subject to any easements and restrictions of record.

SURVEYOR'S CERTIFICATE

SCALE 1"=40'

SCALE:	1"	=
DRAWN BY:	ADM	

ALLAN MCCORMICK

SE 1/4 SE 1/4
SEC. 33 T105N R04W

WINONA COUNTY, MINNESOTA

whks
 WHOLESALE • PARTIAL • LABOR MANAGEMENT

#3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: June 6, 2024
RE: Review Future Trail Connections

With the completion of the land exchange agreement between the City of La Crescent and Alan McCormick, the first segment of the property necessary to complete the trail extension from Eagles Bluff Park to the Winona County Overlook Park has been completed.

The proposed trail connection is identified in the City's 2017 Blufflands Plan. The section from the Plan that references this trail is included for review and discussion by the City Council. The trail section included in the land exchange agreement is highlighted. The development of this trail is also included in the City's 2022 Comprehensive Park and Recreation Plan.

City staff intend to continue discussion with land owners to either acquire an easement or purchase property that will allow for the trail extension to be completed. This is a process that will be time consuming, and will not be completed in a defined period of time.

One of the reasons for this item being presented at this meeting has to do with an easement that the City obtained from La Crescent Township in 20__ . The easement will allow the trail to be extended from the Apple Blossom Point property that includes City owned land and a previous easement that was obtained from an adjoining property owner that provides for the connection to the Crescent Hills development.

A copy of the easement that the City obtained from the Township is included, and is highlighted on the map from the Blufflands Plan. There have been on-going requests from residents for the City to clearly define this section of the trail.

This will be reviewed with the City Council in more detail at the meeting.



City of La Crescent, MN

The Blufflands Plan

NOVEMBER 2017

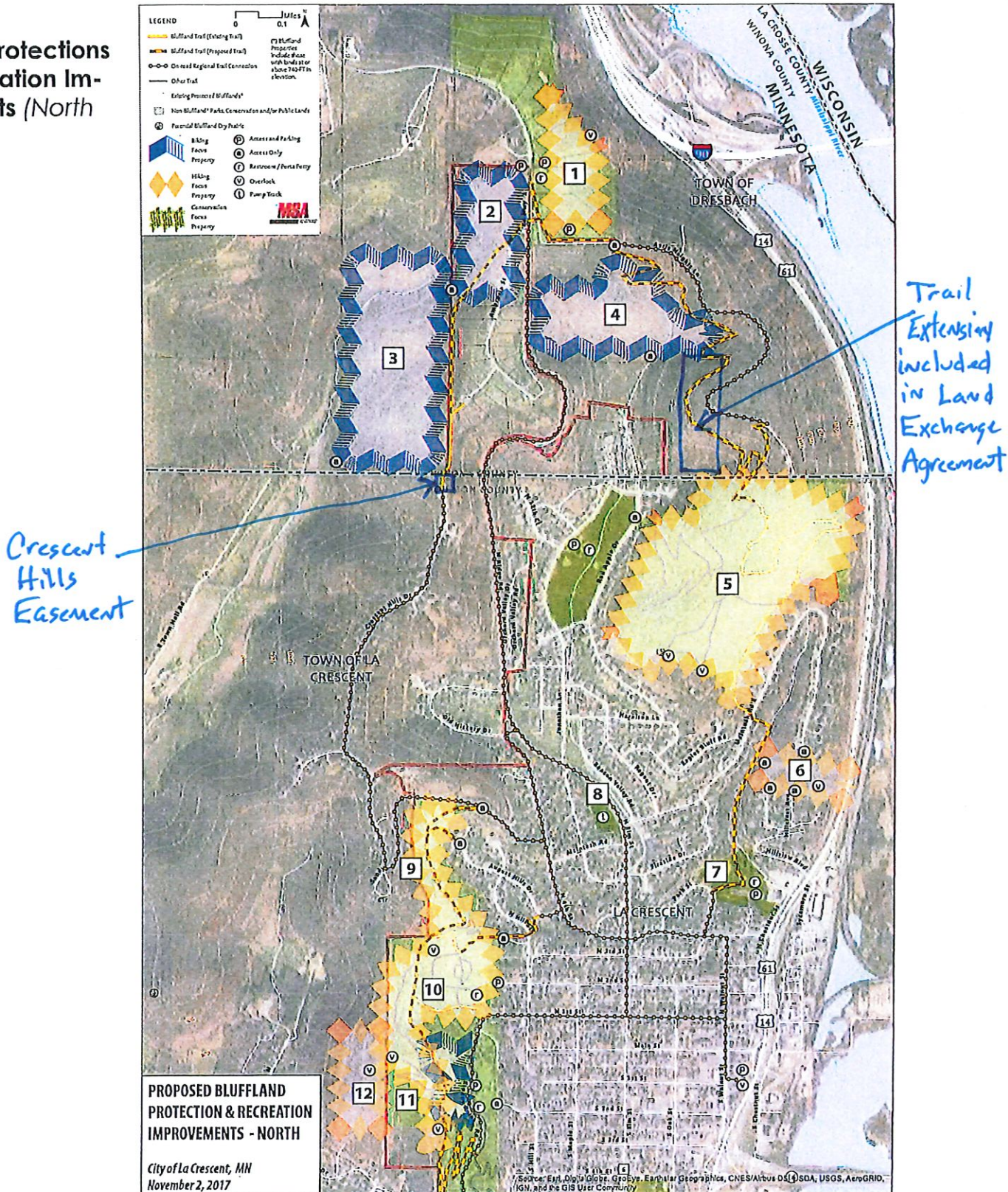


“The La Crescent Community will establish an exceptional network of protected blufflands and recreational trails in and around the City of La Crescent. Our cooperative efforts will enhance the health of residents, visitors, natural ecosystems and our local economy.”

- City of La Crescent Bluffland Plan Vision

MSA
PROFESSIONAL SERVICES

Proposed Bluffland Protections and Recreation Im- provements (North Section)



Proposed Bluffland Sites

The following sites are proposed for protection and recreation improvements.

A total of six sites are identified as "new", meaning they are not currently protected by easement or public ownership and are targeted here for protection from development. The method of protection, whether by outright purchase or easement acquisition, should be determined case by case, through discussion with the property owner and the Minnesota Land Trust.

It is important to note that every one of the bluffland sites identified here has some areas that are environmentally significant and/or sensitive and every site requires an evaluation for conservation and restoration needs and the appropriate siting of recreation improvements.

SITE 1

EXISTING PUBLIC SITE

Location: Apple Blossom Overlook County Park

Property Type: Recreation / Conservation

Current Ownership: Winona County

Property Characteristics:

- Size: 57 acres
- Elevation (total change): 900 – 1,220 FT (320 FT)

- Current land cover and use: Open Field and Woodlands

Proposed Uses:

- Summer: Walking/Running, Day Hiking, Wildlife Viewing, and Cross Country Biking (Bluffland Trail only)
- Winter: Cross Country Skiing, Snowshoeing, and Snow Biking

Amenities:

- Existing: Kiosk, Accessible Overlook
- Proposed: Accessible Trail(s) and Rest room

SITE 2

EXISTING PUBLIC SITE

Location: Unnamed City Park – CTY HWY 1

Property Type: Recreation

Current Ownership: City of La Crescent

Property Characteristics:

- Size: 24 acres
- Elevation (total change): 1,000 – 1,200 FT (200 FT)
- Current land cover and use: Open Field and Woodlands

Proposed Uses:

- Summer: Freeride Biking
- Winter: Snow Biking

Amenities:

- Existing: None
- Proposed: Parking

SITE 3

PROPOSED NEW SITE

Location: Ambrosia St

Property Type: Recreation / Conservation

Current ownership: Fruit Acres, Inc. and Mark A Nigogosyan (Judy L Klevan)

Property Characteristics:

- Size: 70 acres (parcel(s) = 138 acres)
- Elevation (total change): 840 – 1,170 FT (330 FT)
- Current land cover and use: Woodlands

Proposed Uses:

- Summer: Freeride Biking and Downhill Biking
- Winter: Snow Biking

Amenities:

- Existing: None
- Proposed: Parking

Special Note:

- This site is not necessary for making a continuous bluffland trail connection.

SITE 4

PROPOSED NEW SITE

Location: CTY HWY 1 / Aerie Heights Ln

Current Ownership: Leidel's Orchard Inc. and John E. Gillis

Property Type: Recreation / Conservation

Property Characteristics:

- Size: 44 acres (parcel(s) = 66 acres)
- Elevation (total change): 870 – 1,150 FT (280 FT)
- Current land cover and use: Woodlands

Proposed Uses:

- Summer: Freeride Biking, Downhill Biking and Cross Country Biking (Bluffland Trail only)
- Winter: Snow Biking (Bluffland Trail only)

Amenities:

- Existing: None
- Proposed: Parking

SITE 5**EXISTING PUBLIC SITE****Location:** Eagles Bluff Park**Property Type:** Recreation / Conservation**Current Ownership:** City of La Crescent**Property Characteristics:**

- Size: 113 Acres
- Elevation (total change): 760 – 1,170 FT (410 FT)
- Current land cover and use: Woodlands and Stone Outcropping

Proposed Uses:

- Summer: Walking/Running, Day Hiking, Wildlife Viewing, and Cross Country Biking (Bluffland Trail only)
- Winter: Cross Country Skiing and Snow Biking (Bluffland Trail only)

Amenities:

- Existing: Overlook
- Proposed: Parking (or utilize Old Hickory Park Parking Lot and Street Parking), Rest room, Kiosk

SITE 6**PROPOSED NEW SITE****Location:** McIntosh Rd / Riverview Ave/ Hill Crest Ave**Property Type:** Conservation / Passive Recreation**Current Ownership:** James J Hurley**Property Characteristics:**

- Size: 7.5 acres
- Elevation (total change): 710 – 810 FT (100 FT)
- Current land cover and use: Woodlands

Proposed Uses:

- Summer: Walking/Running and Wildlife Viewing
- Winter: None

Amenities:

- Existing: None
- Proposed: Accessible Trail(s), Parking, Overlook

SITE 7**EXISTING PUBLIC SITE****Location:** Veteran's Park**Property Type:** Recreation**Current Ownership:** City of La Crescent**Property Characteristics:**

- Size: 8 acres
- Elevation (total change): 660 – 680 FT (20 FT)
- Current land cover and use: Open Field Park

Proposed Uses:

- Summer: Walking/Running, Cross Country Biking (Bluffland Trail only)
- Winter: Snow Biking (Bluffland Trail only)

Amenities:

- Existing: Parking, Picnic Shelters, Softball Field, Skate Park
- Proposed: Accessible Trail, Rest rooms, Pickleball Courts

SITE 8**EXISTING PUBLIC SITE****Location:** John S Harris Park**Property Type:** Recreation**Current Ownership:** City of La Crescent**Property Characteristics:**

- Size: 2 acres
- Elevation (total change): 720 – 730 FT (10 FT)
- Current land cover and use: Open Field Park

Proposed Uses:

- Summer: Pump track (option 1)
- Winter: None

Amenities:

- Existing: None
- Proposed: Porta Potty

SITE 9**EXISTING PUBLIC SITE****Location:** Vollenweilder Park**Property Type:** Conservation / Passive Recreation

Current Ownership: City of La Crescent

Property Characteristics:

- Size: 19 acres
- Elevation (total change): 820 – 1,020 FT (200 FT)
- Current land cover and use: Woodlands

Proposed Uses:

- Summer: Walking/Running, Day Hike, Wildlife Viewing, and Cross Country Biking (Bluffland Trail only)
- Winter: Cross Country Skiing, Snowshoeing, and Snow Biking (Bluffland Trail only)

Amenities:

- Existing: None
- Proposed: Parking

SITE 10

EXISTING PUBLIC SITE

Location: Vetsch Park

Property Type: Recreation / Conservation

Current Ownership: City of La Crescent

Property Characteristics:

Size: 25 acres
Elevation (total change): 740 – 1,050 FT (310 FT)
Current land cover and use: Open Space, Prairie, Woodlands

Proposed Uses:

- Summer: Walking/Running, Day Hiking, Wildlife Viewing, and Cross Country Biking (Bluffland Trail only)

- Winter: Cross Country Skiing, Snowshoeing and Snow Biking (Bluffland Trail only)

Amenities:

- Existing: Parking
- Proposed: Accessible Trail(s), Rest room, Kiosk, (Accessible) Overlook

SITE 11

EXISTING PUBLIC SITE

Location: Stoney Point Park

Property Type: Recreation / Conservation

Current Ownership: City of La Crescent

Property Characteristics:

- Size: 59.5 acres
- Elevation (total change): 680 – 1,110 FT (430 FT)
- Current land cover and use: Woodlands, Open Space

Proposed Uses:

- Summer: Walking/Running, Day Hiking, Wildlife Viewing, Cross Country Biking (Bluffland Trail only), (and Freeride/Downhill Biking - should Dog Park be moved to new location), pump track (option 2)
- Winter: Snow Biking

Amenities:

- Existing: None
- Proposed: Parking, Rest room, Kiosk, Overlook and Dog Park

SITE 12

PROPOSED NEW SITE

Location: Future Extension of Stoney Point Park

Property Type: Conservation / Passive Recreation

Current Ownership: Gross Revocable Trust

Property Characteristics

- Size: 20.2 acres
- Elevation (total change): 780 – 1120 FT (340 FT)
- Current land cover and use: Woodlands

Proposed Uses:

- Summer: Walking/Running and Wildlife Viewing
- Winter: None

Amenities:

- Existing: None
- Proposed: Overlook

SITE 13

PROPOSED NEW SITE

Location: Forested Bluff South of Pine Creek

Property Type: Conservation

Current Ownership: A&K Development LLC; Tamara J Fay & Sherry Ready

Property Characteristics

- Size: 110.0 acres (parcel(s) = 299.8 acres)
- Elevation (total change): 780 – 1130 FT (350 FT)
- Current land cover and use: Woodlands

Proposed Uses: None

Amenities: None

SITE 14

PROPOSED NEW SITE

Location: Forested Bluffs - South of City Limits (North/West of HWY 16)

Property Type: Conservation / Passive Recreation

Current Ownership: Jeffery & Nancy Zadow; A&K Development LLC; Betty Lou Hein; Barry & Travis Zenke; Mark & Nanette Anderson; Leo, Emma, & Austin Little Sam (Winnebago Indian Reservation)*

Property Characteristics:

- Size: 580.0 acres (parcel(s) = 724.0 acres)
- Elevation (total change): 700 – 1130 FT (430 FT)
- Current land cover and use: Woodlands, Farmland, Open Land

Proposed Uses:

- Summer: Walking/Running, Wildlife Viewing, Cross Country Biking (Blufflands Trail only)

Winter: None

Amenities:

- Existing: None
- Proposed: Parking and Porta Potty (at entry along HWY 16)

* Land conservation efforts and/or trail planning will occur only with the involvement and consent of property owners, especially with Native American Reservation lands.

Proposed Recreation Type Summary

It is the intent of this Plan to provide a diversity of lands and recreation uses within and near the City of La Crescent. The list below summarizes the potential uses by site described in the previous section. See Page 10 for further details for trail specifications per use.

Walking/Running

- Bluffland Trail – Wide Paved/Crushed Stone Path or On-Road, Linear Trail (6-10 Miles)
- Site 1 (Apple Blossom Overlook Park) – Natural Surface (grass/dirt), Looped and Linear Trails (up to 3 miles), Some Accessible Trails
- Site 6 (Eagle Bluff Park) – Natural Surface, Looped Trails (up to 3 miles)
- Site 7 (Private Landowner) – Natural Surface (grass/dirt) or Crushed Stone, Looped Trail (up to 0.5 Mile), Some Accessible Trails
- Site 8 (Veteran's Park) – Paved Trail (up to 0.25 mile)
- Site 10 (Vollenweilder Park) – Wide Paved/Crushed Stone Path (Bluffland Trail), Linear Trail (up to 0.5 miles)
- Site 11 (Vetsch Park) – Natural Surface (grass/dirt) or Wide Paved/Crushed Stone Path (Bluffland Trail only), Looped Trails (up to 1 miles), Some Accessible

Trails

- Site 12 (Stoney Point Park) – Natural Surface (grass/dirt) or Wide Paved/Crushed Stone Path (Bluffland Trail only), Looped and Linear Trails (up to 3 miles)
- Site 13 (Future Extension of Stoney Point Park) – Natural Surface, Looped and Linear Trails (up to 0.5 miles)
- Site 15 (Forested Bluffs South of City Limits) – Natural Surface (grass/dirt) or Wide Paved/Crushed Stone Path (Bluffland Trail only), Looped and Linear Trails (up to 3 miles)

Day Hike/Wildlife Viewing

- Bluffland Trail – Wide Paved/Crushed Stone Path or On-Road, Linear Trail (6-10 miles)
- Site 1 (Apple Blossom Overlook Park) – Natural Surface, Looped and Linear Trails (up to 3 miles Total), Some Accessible Trails
- Site 6 (Eagle Bluff Park) – Natural Surface, Looped Trails (up to 3 miles)
- Site 10 (Vollenweilder Park) – Wide Paved/Crushed Stone Path (Bluffland Trail), Linear Trail (up to 0.5 mile)
- Site 11 (Vetsch Park) – Natural Surface or Wide Paved/Crushed Stone Path (Bluffland Trail only), Looped Trails (up to 1 mile)
- Site 12 (Stoney Point Park) – Natural Surface or Wide Paved/Crushed Stone Path (Bluffland Trail only), Looped

and Linear Trails (up to 3 miles)

- Site 13 (Future Extension of Stoney Point Park) - Natural Surface, Looped and Linear Trails (up to 0.5 mile)
- Site 15 (South Bluff) - Natural Surface (grass/dirt) or Wide Paved/Crushed Stone Path (Bluffland Trail only), Looped and Linear Trails (up to 3 miles)

Cross Country Biking

- Bluffland Trail – Wide Paved/Crushed Stone Path or On-Road, Linear Trail (6-10 miles)

Downhill / Freeride Biking (single track)

- Site 2 (Unnamed Park – CTH HWY 1) – Easy/Intermediate Ride, Skills Course (?), 100-125 Feet Grade Change, mostly Open/Prairie
- Site 3 (Private Landowners) – Intermediate/Difficult Ride, 200+ Feet Grade Change, Mostly Wooded
- Site 4 (Private Landowners) – Intermediate/Difficult Ride, 100-150 Feet Grade Change, Mostly Wooded
- Site 12 (Stoney Point Park) – Easy/Intermediate Ride, 100 Feet Grade Change, mostly Wooded

Snow Biking

- Bluffland Trail – Wide Paved/Crushed Stone Path or On-Road, Linear Trail (6-10 miles)
- Site 1 (Apple Blossom

Overlook Park) – Natural Surface, Looped and Linear Trails (up to 3 miles)

- Site 2 (Unnamed Park – CTH HWY 1) – Natural Surface, Easy/Intermediate Ride, 100-125 Feet Grade Change, mostly Open/Prairie
- Site 3 (Private Landowners) – Natural Surface, Intermediate/Difficult Ride, 200+ Feet Grade Change, Mostly Wooded
- Site 4 (Private Landowners) – Natural Surface, Intermediate/Difficult Ride, 100-150 Feet Grade Change, Mostly Wooded
- Site 12 (Stoney Point Park) – Easy/Intermediate Ride, 100 Feet Grade Change, mostly Wooded

Cross Country Skiing / Snowshoeing

- Bluffland Trail – Wide Paved/Crushed Stone Path, Linear Trail (up to 6 miles)
- Site 1 (Apple Blossom Overlook Park) – Natural Surface, Looped and Linear Trails (up to 3 miles)
- Site 6 (Eagle Bluff Park) – Natural Surface, Looped Trails (up to 3 miles)
- Site 10 (Vollenweilder Park) – Wide Paved/Crushed Stone Path (Bluffland Trail), Linear Trail (up to 0.5 mile)
- Site 11 (Vetsch Park) – Natural Surface or Wide

Paved/Crushed Stone Path (Bluffland Trail only), Looped Trails (up to 1 mile)

Easement Acquired from La Crescent Township

S 89°41'02"W IS THE NORTH LINE OF SECTION 4

32.67'

32.67'

FOUND LUNDE COUNTY MONUMENT
AT NE CORNER SECTION 4, T104N, R4W,
HOUSTON COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

FOR : LA CRESCENT TOWNSHIP
BY : HOUSTON COUNTY SURVEYOR'S
OFFICE
TO : LOCATION 60 FOOT ACCESS
EASEMENT BETWEEN LOTS 15 & 16,
BLOCK 1, HORSE THIEF RIDGE IN
LA CRESCENT TOWNSHIP, MN.

LOT 16
BLOCK 1

LOT 15
BLOCK 1

60' ACCESS EASEMENT

BEARING REFERENCE IS BASED ON
HORSE THIEF RIDGE & NAD 83 (1986 ADJ.)

LEGEND

- = FOUND 3/4" IRON BAR w/ CAP # 9285
- = SET 1/2" PIPE w/ HOUSTON COUNTY SURVEYOR CAP
- ✕ = SET 10" SPIKE EXCEPT WHERE NOTED
- ☼ = TREE APPROXIMATE LOCATION

I HEREBY CERTIFY THAT THIS SUR-
VEY, PLAN OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPER-
VISION AND THAT I AM DULY REG-
ISTERED LAND SURVEYOR UNDER THE
LAWS OF THE STATE OF MINNESOTA.

R.D.D. Walter

DATE 8/23/2012 REG. NO. 116576

SCALE 1" = 20'

PROPERTY & STREET LINE

EASEMENT CURVE DATA
RADIUS = 60.00'
CENTRAL ANGLE = 60°00'00"
ARC = 62.83'

CRESCENT HILLS DRIVE

20410289

#3.6



TO: Honorable Mayor and City Council Members
FROM: Jason Ludwigson, Sustainability Coordinator
DATE: June 4th, 2024
RE: CPL Grant Agreement Stoney Point

The city was awarded a Conservation Partners Legacy Grant by the Minnesota DNR to complete forestry restoration on the Stoney Point property. The grant is for \$40,700. The grant also covers seed mix for inter-seeding the Pine Creek prairie. The Stoney Point portion of the project involves forestry mowing, follow-up foliar spraying applications, and planting of hardwood seedlings.

Some background information about the project. The Stoney Point property was acquired by the City of La Crescent in 2014. The city has developed the Stoney Point property to include an extensive network of public hiking trails. Since taking ownership of the property the city has been working on efforts to tackle small patches of exotic invasive species in the property. These have included round leaf bittersweet and buckthorn. The lower sections of the bluff have more extensive woody invasive species. Historical imagery from the 1950's shows that the lower sections of the Stoney Point property were an apple orchard. At some point the orchard was removed from its existing area in Stoney Point. Once the orchard was removed the site exploded with invasive woody plants such as common buckthorn (*rhamnus cathartica* L.) glossy buckthorn (*frangula alnus* Mill.) and amur honeysuckle (*lonicera maackii* (Rapr.) Herder). The project site is approximately 7.9 acres and has large swaths of honeysuckle, buckthorn, and round leaf bittersweet. The city consulted with the local DNR forester Val Green for best practices to remove this exotic invasive woody vegetation. Forestry mowing was suggested as the most cost-effective method to remove the exotic invasive woody vegetation. The forestry mowing could start in late fall of 2024. The forestry mowing would be accompanied by a two-to-three-year effort to use systemic herbicides targeted to the exotic invasive woody vegetation using foliage sprays. Once exotic invasive woody vegetation is eradicated the city would plant a diverse selection of native hardwood species on this site to reestablish the forest. Those native hardwood species include hackberry, hickory, red oak, sugar maple, and white oak.

We believe an extensive public education and outreach effort will help to make this project a success. The forestry mowers are very effective tools to remove exotic invasive woody vegetation, but they will make the landscape look very bare for some time. While forestry mowing is the best practice to tackle the exotic invasive found in the lower sections of Stoney Point, we anticipate the public may have a strong reaction to this effort. We are planning our outreach efforts around connections with the local TV stations, newspapers, and to place some yard signs with a QR code and project write up at Stoney Point. Discussions about the project with city committees will be another component of our public education and outreach.

The grant agreement is included in the packet. The grant agreement is for review and discussion at this meeting. Adoption of the grant agreement would happen at a future City Council meeting. I will be in attendance to review the project scope, timing, and to discuss efforts to conduct public education and outreach.

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CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

City of La Crescent/ Forest and Prairie Habitat Improvement

State Accounting information:

SWIFT Contract Doc. Type: _____ SWIFT Contract #: 249000
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3000253549

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000201625	Category Code: 84101501
Total Amount of Contract for ALL years:		\$40,700	Total Amount of Contract: \$40,700	
Total Amount of Contract:		For FY:	Total Amount of Contract: \$	
			For FY:	

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2026 Speedchart Number: _____

Grantee Name and Address: City of La Crescent
175 Eagles Bluff Road
175 Eagles Bluff Road
La crescent, MN 55947

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ No
 Check for annual plan limit? ☒ Yes ☐ No
 Work on state lands? ☐ Yes ☐ No

PO Reference: **FY24 CPL Forest and Prairie Habitat Improvement**

Description: **FY2024 CPL 1; City of La Crescent, Forest and Prairie Habitat Improvement. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	24	\$40,700	2300	R2936725	R296K33	441352		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

State Accounting Information PO Number: _____

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of La Crescent/ Forest and Prairie Habitat Improvement

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of La Crescent, 315 Main Street, N/A La crescent, MN 55947 ("Grantee").

Recitals

1. Under Minnesota Laws 2023, Regular Session, Chapter 40, Article 1, Section 2, Subd. 5(w), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.5. Signage; 4.11. Land Acquisition Restrictions; 4.12. Real Property Interest Report; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2022, Regular Session, Chapter 77, Article 1, Section 2, Subd. 5(v), and Minnesota Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10 and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form

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prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.

2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

2.9 To provide Grantee up to **\$40,700** for the costs incurred for the completion of the Project.

2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

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

4 Project Requirements

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

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

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

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

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

4.4 **Easement Requirements.** All conservation easements acquired must:

- (a) be permanent;
- (b) specify the parties to an easement in the easement;
- (c) specify all of the provisions of an agreement that are permanent;
- (d) specify the habitat types and location being protected;
- (e) where appropriate for conservation or water protection outcomes, require the grantor to employ practices retaining water on the eased land as long as practicable;
- (f) specify the responsibilities of the parties for habitat enhancement and restoration and the associated costs of these activities;
- (g) include a long-term stewardship plan and identify the sources and amount of funding

- for stewardship and monitoring and enforcing the easement agreement;
- (h) identify the parties responsible for monitoring and enforcing the easement;
- (i) identify who the easement will revert to in the event the primary easement holder ceases to exist;
- (j) identify what easement monitoring standards will be used;
- (k) identify the holder of the stewardship endowment dedicated to the easement;
- (l) identify any restrictions, allowed structures, allowed activities, and reserved rights; and
- (m) be sent to the office of the State's Authorized Representative and Lessard-Sams Outdoor Heritage Council (hereinafter "LSOHC").

4.5. Restoration and Management Plan.

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

4.6 Restoration and Management Plan for Acquisitions. For new lands acquired, prepare a Restoration and Management Plan in compliance with 4.5, including identification of sufficient funding for implementation.

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

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

4.9 Prescribed Burning on State Lands. For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.

4.10 Acquisition Requirements. For all fee-title and easement acquisitions. To ensure public accountability for the use of public funds, provide the following to the State's Authorized Representative and the L-SOHC:

- (a) documentation of the selection process used to identify parcels acquired;
- (b) documentation of all related transaction costs for all parties involved in the transaction, including but not limited to appraisals, legal fees, recording fees, commissions, other similar costs, and donations;
- (c) a report of any difference between the acquisition amount paid to the seller and the state-certified or state-reviewed appraisal, if a state-certified or state-reviewed appraisal was conducted (acquisition data such as appraisals may remain private during negotiations but must ultimately be made public according to Minnesota Statutes, Chapter 13); and
- (d) an analysis of increased operations and maintenance costs likely to be incurred by public entities as a result of the acquisition and of how these costs may be paid for. This analysis shall also be provided to the Commissioner of Management and Budget.
- (e) All acquisitions and appraisals must follow *Land Acquisition Procedures for Land to be Conveyed to DNR*, or *Land Acquisition Procedures for Land NOT to be Conveyed to DNR*, which are incorporated into this grant

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contract by reference. These documents may be located at
http://www.dnr.state.mn.us/grants/habitat/cpl/land_acquisition.html.

(f) For all projects involving acquisitions to be conveyed to the DNR, a "Use of Funds Letter" allowing the State to utilize all designated DNR Land Acquisition Costs (per Work Plan) is incorporated into this grant contract as Attachment B.

4.11 **Land Acquisition Restrictions.**

- (a) An interest in real property, including but not limited to an easement or fee title, must be used in perpetuity or for the specific term of an easement interest for the purpose for which the grant was made.
- (b) A recipient of funding who acquires an interest in real property subject to this subdivision may not alter the intended use of the interest in real property or convey any interest in the real property acquired with the grant without the prior review and approval of the Lessard-Sams Outdoor Heritage Council or its successor. The council shall notify the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over the outdoor heritage fund at least 15 business days before approval under this paragraph. The council shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:
 - i. the interest is at least equal in fair market value, as certified by the Commissioner of Natural Resources, to the interest being replaced; and
 - ii. the interest is in a reasonably equivalent location and has a reasonably equivalent useful conservation purpose compared to the interest being replaced.
- (c) A recipient of funding must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of the interest in real property is filed. The notice of funding must contain:
 - i. a legal description of the interest in real property covered by the funding contract;
 - ii. a reference to the underlying funding contract;
 - iii. a reference to the Minnesota Statute § 97A.056 (Subd. 15 Land Acquisition Restrictions);
 - iv. the following statement: "This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant contract controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the L-SOHC or its successor. The ownership of the interest in real property shall transfer to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant contract or accomplishment plan*; or (2) restrictions are placed on the land that precludes its use for the intended purpose as specified in the appropriation." [*referred to as the Work Plan within the CPL grant program]

4.12 **Real Property Interest Report.** For all fee-title and easement acquisitions:

By December 1 each year following acquisition, Grantees must submit annual reports on the status of the real property to the L-SOHC or its successor in a form determined by the L-SOHC. If lands are acquired by fee with money from the outdoor heritage fund, the real property interest report must include a verification of the status of the hunting and fishing management plan for the lands acquired by fee. The responsibility for reporting under this Section may be transferred by the Grantee to another person or entity that holds the interest in the real property. To complete the transfer of reporting responsibility, the Grantee must:

- (a) inform the person to whom the responsibility is transferred of that person's reporting responsibility;
- (b) inform the person to whom the responsibility is transferred of the property restrictions under Section 4.8, Land Acquisition Restrictions;
- (c) provide written notice to the L-SOHC of the transfer of reporting responsibility, including contact information for the person to whom the responsibility is transferred. Before the transfer, the

entity receiving the transfer of property must certify in writing to the L-SOHC, or its successor, acceptance of all obligations and responsibilities held by the prior owner. After the transfer, the person or entity that holds the interest in the real property is responsible for reporting requirements under this Section.

4.13 *Initial Development of Land.*

- (a) Lands that will be conveyed to a state agency for long-term management must be brought up to the agency's minimum operating standards before being conveyed. The costs for this work must be identified in the Work Plan and may be paid for with grant or match funds.
- (b) For lands being transferred to the DNR as a WMA or AMA, follow the *Development Standards for WMAs/AMAs* document, incorporated into this grant contract by reference and can be found here: http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/devt_stand_wmaama.pdf

4.14 *Revenues.* Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon. In addition, when a parcel of land that was previously purchased with outdoor heritage funds is transferred to the state, the owner of the land shall disclose to the LSOHC and Commissioner of Natural Resources:

- (a) all revenues generated from activities on the land from the time the land was purchased with outdoor heritage funds until the land was transferred to the state;
- (b) all holding costs associated with managing the land between the time of purchase with outdoor heritage funds and the time the land was transferred to the state; and
- (c) the total net revenues as determined by subtracting the costs described in clause (b) from the revenues described in clause (a).

5 **Additional Restrictions**

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

6 **Consideration and Payment**

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

- (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.
- (b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$36,430.

6.2 *Payment*

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 27, 2026**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at: http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf
- (b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and

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satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

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

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

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

6.4 Contracting and Bidding Requirements.

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

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

ii. If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

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

(b) **Nonprofit Organizations.**

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

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

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

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

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

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

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

7 Conditions of Payment

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

8 Payment Procedures

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

8.2 **Acquisition Documentation Requirements.** Eligible costs incurred in the purchase of real property or an interest in real property must have documentation submitted when asking for reimbursement. See *CPL Payment Manual, Land Acquisition Procedures for Lands Not to be Conveyed to DNR* and *Land Acquisition Procedures for Lands to be Conveyed to DNR* for documentation requirements.

9 Authorized Representative

The State's Authorized Representatives:

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

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

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The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
JASON D LUDWIGSON	JASON D LUDWIGSON
Sustainability Coordonator	Sustainability Coordinator
315 Main Street	175 Eagles Bluff Road
N/A	175 Eagles Bluff Road
La crescent, MN 55947	La crescent, MN 55947
jludwigson@cityofiacrescent-mn.gov	2389
507-313-9633	507-313-9633

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

10 Assignment, Amendments, Waiver, and Grant Contract Complete

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

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. The Grantee must meet the program insurance requirements as detailed at http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/insurance_requirements.pdf.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

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

13 State Audits

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

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state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

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

14.2 **Intellectual Property Rights.**

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

(b) **Obligations**

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

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the

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intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

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

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

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

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

15 Data Compatibility and Availability Requirements

- 15.1 ***Data Compatibility.*** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 15.2 ***Data Availability.*** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

- 16.1 ***Publicity.*** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 16.2 ***Endorsement.*** The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

- 18.1 ***Accessibility.*** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.
- 18.2 ***Safety.*** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee.

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Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) FY2018 Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

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

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

22 Termination

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

23 Data Disclosure

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

24 Use of Funds for Match or Reimbursement

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

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

25 Conflict of Interest

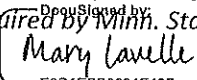
Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

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1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

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

By: 
F8D1EBB8891E42F

Date: May 31, 2024

Purchase Order Number:
3000253549

Contract #: 249000

2. GRANTEE

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

By: _____

Name: JASON D LUDWIGSON

Title: Sustainability Coordinator

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

DocuSigned by:

87B160C69C854F7...

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: March 20, 2024

PROJECT CONTACT

Project Name: Forest and Prairie Habitat Improvement
 Organization Name: City of La Crescent
 Organization Type: Government
 Mailing Address 1: 315 Main Street
 Mailing Address 2: N/A
 City, State ZIP Code: La Crescent, MN 55947

Project Manager: JASON D LUDWIGSON
 Title: Sustainability Coordonator
 Phone: 507-313-9633
 Email: jludwigson@cityoflacrescent-mn.gov

PROJECT OVERVIEW

Sites / Location

County Name: Houston
 Project Site Name: Bluffland Parks and Pine Creek
 Total Project Sites: 2
 Total Project Acres: 16

Land Ownership

Primary Land Ownership: Local Government
 Additional Land Ownerships: (N/A)

Habitat

Primary Type: Forest
 Additional Types: Prairie

Activities

Primary Activity: Enhancement
 Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: (N/A)
 Grant Request Level: (N/A)

Total Grant Amount Requested:	\$40,700
Total Match Amount Pledged:	\$5,000
Additional Funding Amount:	\$3,000
Total Project Cost:	\$48,700

PROJECT SUMMARY

The Stoney Point property was acquired by the City of La Crescent in 2014. The city has developed the Stoney Point property to include an extensive network of public hiking trails. Since taking ownership of the property the city has been working on efforts to tackle small patches of invasive species in the park. These have included round leaf bittersweet and buckthorn. Workdays have included efforts by volunteer crews and city staff. Unfortunately, the lower sections of the bluff have more extensive woody invasive species. Historical imagery from the 1950's shows that the lower sections of the Stoney Point property were an apple orchard. At some point the orchard was removed from its existing area in Stoney Point. Once the orchard was removed the site exploded with invasive woody plants such as common buckthorn (*rhamnus cathartica* L.) glossy buckthorn (*frangula alnus* Mill.) and amur honeysuckle (*lonicera maackii* (Rapr.) Herder). The project site has large swaths of honeysuckle and round leaf bittersweet. The city consulted with the local DNR forester Val Green for best practices to remove this invasive woody vegetation. Forestry mowing was suggested as the most cost-effective method to remove the woody vegetation. The forestry mowing would be accompanied by a two-to-three-year effort to use systemic herbicides targeted to the woody invasive plants using foliage sprays. Once woody invasive areas are eradicated the city would plant a diverse selection of native hardwood species on this site to reestablish the forest. Those native hardwood species include hackberry, hickory, red oak, sugar maple, and white oak. Each of the trees planted would be covered by rigid tree protector tubes. The tree plantings would be done by volunteers and the city Sustainability Coordinator.

The other site in the application is the Horse Track Meadows Pine Creek Property. The 7.9-acre area was deeded to the city as a part of the Horse Track Meadows development. The current site is dominated by reed canary grass and smooth brome.

PROBLEM STATEMENT

(CPL Grant Application ID = 2389)

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT *(Continued)*

Forestry Mowing - mow and mulch invasive brush, invasive vines, and woody debris.

Hand-cutting - areas too steep to mow and mulch hand-cutting and spraying of stumps with appropriate herbicide at the time of cutting. Move debris from hand cut areas so it can be mulched.

Mulching - use of forestry mower to mulch remaining brush, branches from hand-cutting.

Follow-Up Work- Follow up #1 (year #2) monitor site to determine best time for follow up backpack foliar herbicide application on resprouting woody invasives. Perform applications as needed to obtain full coverage of the site.

Follow up #2 (year #3) monitor site to determine best time for follow up backpack foliar herbicide application on resprouting woody invasives. Perform applications as needed to obtain full coverage of the site.

Tree Planting - The tree plantings would be done by volunteers and the city Sustainability Coordinator. Each of the trees planted would be covered by rigid tree protector tubes. the species planted would be hackberry, hickory, red oak, sugar maple, and white oak.

Interseeding - The city would complete interseeding of the grass on the Horse Track Meadows Pine Creek Property with a short grass prairie mix. The mix would be interseeded using a native seed drill.

PROJECT OBJECTIVES

The City of La Crescent does not have funds to complete this project. The project price tag is very high for a small city like La Crescent. The forestry mowing project would be the first of its kind in La Crescent. The city does not have forestry mowing equipment. We have volunteers who can assist with small areas of invasive species removal, but the project area is much too large and densely vegetated to enable volunteers to successfully tackle the woody invasive problem. If not funded the woody invasive species will continue to propagate in the lower portions of the Stoney Point property. The woody invasive species will likely expand and start to cover healthier areas of the Stony Point Forest.

The other site in the application is the Horse Track Meadows Pine Creek Property. The 7.9-acre property would continue to be a very monoculture site. The current site is dominated by reed canary grass and smooth brome. Traditionally this project would be funded by general funds from the city budget. These funds are not available in the city budget.

METHODS

(N/A)

EXPERIENCE / ABILITIES

(N/A)

PROJECT TIMELINE

Time Frame	Goal
Fall 2024	Forest Mowing Stoney Point
Spring 2025	Prairie Interseeding
Fall 2025 and 2026	Follow up hand-cutting and herbicide treatment
Spring 2026 and 2027	Planting forest seedlings

Estimated Project Completion Date: 2027-06-01

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

(N/A)

2. Describe any urgency associated with this project.

(N/A)

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

(N/A)

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

(N/A)

5. Discuss use of native vegetation *(if applicable)*.

(N/A)

6. Discuss your budget and why it is cost effective.

(N/A)

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

(N/A)

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: JASON D LUDWIGSON
 Title: Sustainability Coordinator
 Email: jludwigson@cityoflacscent-mn.gov
 Phone: 507-313-9633

Street Address 1: 175 Eagles Bluff Road
 Street Address 2: N/A
 City, State ZIP Code: La crescent, MN 55947

Budget Details

Personnel

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Jason Ludwigson	Sustainability Coordinator	\$1,000	Grant	(N/A)
Jason Ludwigson	Tree Planting	\$5,000	Match	In-Kind

Professional Services

Professional Name	Description of Services	Amount	Grant/Match	In-kind/Cash
Ku-le Region Forestry Inc	Brush Removal	\$12,000	Grant	(N/A)

Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Follow up herbicide spraying	Brush Removal	\$8,000	Grant	(N/A)
Hackberry Seedlings	Forest enhancement	\$490	Grant	(N/A)
Hand-cutting	Brush Removal	\$6,000	Grant	(N/A)
Hickory Seedlings	Forest enhancement	\$375	Grant	(N/A)
Mulch brush	Brush Removal	\$3,870	Grant	(N/A)
Prairie Seed Mix	Intersseding	\$6,250	Grant	(N/A)
Red Oak Seedlings	Forest enhancement	\$375	Grant	(N/A)
Rigid Seedling Protector Tubes	Seedling protection	\$1,590	Grant	(N/A)
Sugar Maple Seedlings	Forest enhancement	\$375	Grant	(N/A)
White Oak Seedlings	Forest enhancement	\$375	Grant	(N/A)

Additional Funding

Additional Funding Amount: \$3,000

Budget Overview

Item Type	Grant	Match	Total
Personnel	\$1,000	\$5,000	\$6,000

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION *(Continued)*

Budget Overview (Continued)

Item Type	Grant	Match	Total
Contracts	-	-	-
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	\$12,000	-	\$12,000
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	\$27,700	-	\$27,700
Additional Budget Items	-	-	-
Totals:	\$40,700	\$5,000	\$45,700

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Tyler Benish
Organization: City of La Crescent
Title: Public Works Director

Phone: 507-895-4627
Email: tbenish@cityoflacrescent-mn.gov

Site Information

Habitat: Forest	Activity: Enhancement	Land Ownership: Local Government
(1) Site Name: Stoney Point		Open to Public Hunting? No
DOW Lake #: (N/A)		Open to Public Fishing? No
Acres: 8		
PLS Section: Township - (N/A), Range - (N/A), Section - (N/A)		

Site Information

Habitat: Prairie	Activity: Enhancement	Land Ownership: Local Government
(1) Site Name: Horse Track Meadows Pine Creek Property		Open to Public Hunting? No
DOW Lake #: (N/A)		Open to Public Fishing? No
Acres: 8		
PLS Section: Township - 104, Range - 4W, Section - 9		

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: Vertebrate Animal, Invertebrate Animal, Vascular Plant, Native Plant Community (NPC). The forestry mowing will be done in the fall when more of these animals and plants are dormant. In order to restore the site some impacts on these plant and animal communities are inevitable. Interseeding the prairie site should have minimal impact on the animal and plant species.

ATTACHMENTS

CONSERVATION PARTNERS LEGACY GRANT

ATTACHMENTS *(Continued)*

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Letter of Support

File Name	Description
City_of_La_Crescent_Letter_of_Support.pdf	Farm Bill Biologist Letter of Support
lac_CPL_memo_(1).pdf	MN DNR Forester Letter of Support

Photo

File Name	Description
IMG_20240311_132234259_HDR.jpg	Existing woody invasives
IMG_20240311_132247649.jpg	Existing woody invasives
IMG_20240311_132329456.jpg	Existing woody invasives
IMG_20240311_132350347.jpg	Existing woody invasives

Restoration Plan

File Name	Description
CityofLaCrescent_Estimate_20240308_(1).pdf	Project restoration plan Ku-le Region Forestry

Engineering/Survey/Design Plan

File Name	Description
Project_Site_Map_Forestry_Mowing.pdf	Site Map Forestry Mowing
Project_Site_Map_Prairie_Interseeding.pdf	Site Map Prairie Interseeding

Easement Information

File Name	Description
SKM_C36818080207550_-_Norquist_Easement_Doc..pdf	(N/A)

FINAL APPLICATION SUBMISSION

- P I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION *(Continued)*

P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.

P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Jason Ludwigson

Organization / Agency: City of La Crescent

Title: Sustainability Coordinator

Date Signed: March 14, 2024

(CPL Grant Application ID = 2389)

Conservation Partners Legacy Grant – Forestry Mowing and Restoration Stoney Point

PROJECT SUMMARY- The Stoney Point property was acquired by the City of La Crescent in 2014. The city has developed the Stoney Point property to include an extensive network of public hiking trails. Since taking ownership of the property the city has been working on efforts to tackle small patches of invasive species in the park. These have included round leaf bittersweet and buckthorn. Workdays have included efforts by volunteer crews and city staff. Unfortunately, the lower sections of the bluff have more extensive woody invasive species. Historical imagery from the 1950's shows that the lower sections of the Stoney Point property were an apple orchard. At some point the orchard was removed from its existing area in Stoney Point. Once the orchard was removed the site exploded with invasive woody plants such as common buckthorn (*rhamnus cathartica* L.) glossy buckthorn (*frangula alnus* Mill.) and amur honeysuckle (*lonicera maackii* (Rapr.) Herder). The project site has large swaths of honeysuckle and round leaf bittersweet. The city consulted with the local DNR forester Val Green for best practices to remove this invasive woody vegetation. Forestry mowing was suggested as the most cost-effective method to remove the woody vegetation. The forestry mowing would be accompanied by a two-to-three-year effort to use systemic herbicides targeted to the woody invasive plants using foliage sprays. Once woody invasive areas are eradicated the city would plant a diverse selection of native hardwood species on this site to reestablish the forest. Those native hardwood species include hackberry, hickory, red oak, sugar maple, and white oak. Each of the trees planted would be covered by rigid tree protector tubes. The tree plantings would be done by volunteers and the city Sustainability Coordinator.

ACTIVITIES

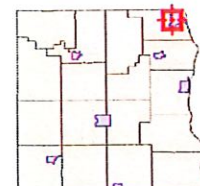
1. Forestry Mowing - mow and mulch invasive brush, invasive vines, and woody debris.
2. Hand-cutting - areas too steep to mow and mulch hand-cutting and spraying of stumps with appropriate herbicide at the time of cutting. Move debris from hand cut areas so it can be mulched.
3. Mulching - use of forestry mower to mulch remaining brush, branches from hand-cutting.
4. Follow-Up Work- Follow up #1 (year #2) monitor site to determine best time for follow up backpack foliar herbicide application on resprouting woody invasives. Perform applications as needed to obtain full coverage of the site.
5. Follow up #2 (year #3) monitor site to determine best time for follow up backpack foliar herbicide application on resprouting woody invasives. Perform applications as needed to obtain full coverage of the site.
6. Tree Planting - The tree plantings would be done by volunteers and the city Sustainability Coordinator. Each of the trees planted would be covered by rigid tree protector tubes. the species planted would be hackberry, hickory, red oak, sugar maple, and white oak.

PROJECT TIMELINE

- Fall 2024 Forest Mowing Stoney Point
- Fall 2025 and 2026 Follow up hand-cutting and herbicide treatment
- Spring 2026 and 2027 Planting Forest seedlings

ATTACHMENTS

- Site Map
- MN DNR Forester Letter of Support and QF letter of support
- Coulee Forestry Estimate
- Forestry mowing before and after photos



 Parcels
 Corporate Limits
Roads
 FEDERAL HIGHWAY
 STATE HIGHWAY
 COUNTY HIGHWAY
 TOWNSHIP ROAD
 MUNICIPAL ROAD
 Political Townships

#3.7



To: Honorable Mayor and City Council Members

From: Jason Ludwigson, Sustainability Coordinator

Date: June 6th, 2024

Re: SHIP Grant Park Entrance Signs

The city has been awarded a \$5,000 grant from the Statewide Health Improvement Partnership known as SHIP. The SHIP grants are administered by Houston County. The grant will help fund the purchase of new signs for our city parks. Many of our existing park signs, made from plywood, are rotting or have other structural issues. The new signs would go through a design process that would involve review and approval by the Park and Recreation commission. We would anticipate the new signs would include the new logos for the city. The \$5,000 amount requires a 10% in-kind match. We would cover the 10% match by installing the new signs. The \$5,000 grant may cover some or all of the cost for new signs at each city park. That would be determined by the unit cost of each new sign. We are requesting council approval to enter into the MOU included in the packet with Houston County Public Health and Human Services. A copy of the MOU is included. I will be in attendance to answer any questions about the SHIP grant and MOU.



**Houston County
Public Health**

Partnering for Health: Every Person, Every Day.

611 Vista Drive, Suite 1
Caledonia, Minnesota 55921
Phone: (507) 725-5810
Fax: (507) 725-3990
www.co.houston.mn.us

Memo

DATE: May 22, 2024

TO: City of La Crescent

ATTN: Jason Ludwigson

FROM: Houston County Public Health and Human Services

SUBJECT: Statewide Health Improvement Partnership (SHIP) Partner Project MOU

This Memorandum of Understanding (MOU) sets for the terms and understanding between Houston County Public Health and Human Services– City of La Crescent.

Background

The City of La Crescent has many parks that the community members and its visitors can enjoy. There are current signs that identify the park and their location; however, they are deteriorating making it harder for park users to read the signage.

Purpose

The purpose of this project is to update the park entrance signs in the La Crescent parks. These park signs would be updated with the new city logo. The new signs would be manufactured with a more durable material that is less likely to rot and fade over time.

The above goals will be accomplished by undertaking the following activities:

The goals will be accomplished by purchasing new durable signage that incorporates the updated La Crescent logo. All signage will be maintained and installed by the City of La Crescent.

Reporting

The city of La Crescent will update Houston County Public Health and Human Services on the progress of this project based on the proposed timeline. The project is expected to be completed by August 31, 2024.

Funding

Bringing people together to create a healthy future for everyone in Houston County.



Public Health
Prevent. Promote. Protect.

This project will be reimbursed for up to the amount of \$5000.00 once documentation has been received. MOU is directly related to the reimbursement of the park signage and is not a commitment of funds related to any other project or use.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Houston County Public Health and Human Services– The city of La Crescent. This MOU shall become effective upon signature by the authorized officials from Houston County Public Health and Human Services and the city of La Crescent, and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Houston County Public Health and Human Services SHIP or City of La Crescent, this project shall be completed by, and MOU will end August 31, 2024.

City of La Crescent Representative:

Houston County Public Health and Human Services:

Community Partner Representative

Jordan Knoke
Public Health and Human Services Supervisor

Signature

Jordan Knoke
Signature

Date

5/22/24
Date

#3.8



TO: Honorable Mayor and City Council Members

FROM: Angie Boettcher, City Clerk

DATE: 06/03/2024

SUBJECT: **REQUEST TO MAKE A CHANGE TO THE FEE SCHEDULE**

Attached for your approval is Ordinance #584 amending the 2024 fee schedule for adding the one-time Beekeeping Permit Fee of \$50.00. Also attached is the Summary of Ordinance.

ORDINANCE NO. 584

AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 438, NO. 448, NO. 459, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, NO. 554, NO. 557, NO. 564, NO. 565, NO. 566, NO. 569, 571. And NO. 579

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

1. The La Crescent City Code established on March 8, 2004, stated that certain fees may be set from time to time by the City Council.
2. The La Crescent City Code was amended on January 28, 2008, January 12, 2009, January 11, 2010, January 13, 2014, February 9, 2015, February 8, 2016, February 24, 2020, April 13, 2020, April 27, 2020, May 18, 2020, December 14, 2020, April 20, 2021, and December 13, 2021, December 19, 2022, February 13, 2023, April 24, 2023, June 26, 2023, July 24, 2023, and December 11, 2023 by Ordinance to amend certain fees.
3. The Fee Schedule has been reviewed by City Staff and amended each year from 2016 to 2023 by Motions passed by City Council. These amendments passed by City Council shall remain in effect.
4. The City staff has reviewed the fees which the City currently charges and is recommending that the fee schedule be amended as follows:

**ADMINISTRATION
BUILDING INSPECTIONS AND PERMITTING**

BUILDING INSPECTIONS AND PERMITTING	2024
Short-term Rental Permit - Annually	\$100.00
ADD - Beekeeping Permit – One-Time Fee	\$50.00

ADOPTED this _____ day of _____ 2024

SIGNED:

Mayor

ATTEST:

City Administrator



Beekeeping Application \$50 One-Time Fee

Per City Ordinance #581, a permit is required to keep bees.

Section 1: Applicant Information

Name of Applicant: _____

Address: _____
Street City State Zip

Phone: (____) _____ Alternate Phone: (____) _____

Year: _____

Email: _____

Section 2: Property Information

Zoning District: _____ Lot size (acres): _____

Number of colonies/hives: _____

Colonies/Hives Permitted

Less than .50 acres: 1 colonies	.50 to 1.0 acres: 2 colonies	1.01 to 2.5 acres: 4 colonies	2.51 to 4.99 acres: 8 colonies
5.00 to 9.99 acres: 16 colonies	Greater than 10 acres: 32 colonies		

Name of Land Owner (if different from applicant): _____

Address: _____
Street City State Zip

Phone: (____) _____

Address of Property (if different): _____

The following documents **MUST** be submitted along with the application:

- ☐ Written documentation that you have notified all of your immediate neighbors that you plan to keep bees on your property
- ☐ Drawing of hive location showing hive setbacks from lot line (20 feet), lot line with a flyway barrier (15 feet), adjacent dwelling (25 feet), and any trails, sidewalk, patio (25 feet)
- ☐ Written plan for how you intend to minimize or prevent swarming

I have familiarized myself with the attached *La Crescent City Ordinance Number* _____ pertaining to beekeeping and subsequent ordinance amendments pertaining thereto, and will abide by the provisions contained therein.

I hereby consent to inspection of the premises as provided by La Crescent City Ordinance _____, and understand that all facts set forth in this application are true and correct to the best of my knowledge. Failure to meet the standards described in La Crescent City Ordinance _____ may result in the revocation of this permit.

Applicant's signature

Date

Complete and submit form with required attachments to: City of La Crescent
Attn: Beekeeping Permits
315 Main Street
La Crescent, MN 5547

*For office use
only*

Date Received: _____ \$50 Fee Paid: _____ Permit Number: _____

I hereby certify that I have reviewed the submitted application and find it to be in compliance with the ordinance.

Approved by: _____ Date: _____

Comments: _____

SUMMARY OF ORDINANCE NO. 584

AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 438, NO. 448, NO. 459, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, NO. 554, NO. 557, NO. 564, NO. 565, NO. 566, AND NO. 569, NO. 571, 579

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

The full text of Ordinance No. 584

marked "OFFICIAL COPY" is on file in the Office of the City Administrator, City Hall, La Crescent, Minnesota 55947, along with a reference draft available and open for inspection to enable a convenient means to ascertain where in the voluminous enactments and in the voluminous regulations enacted/amended hereby are found.

Passed and enacted this 10th day of June, 2024.

APPROVED:
Mikel Poellinger, Mayor

ATTEST:
Bill Waller, City Administrator

#3.9

Pollinator Proclamation

- WHEREAS: the City of La Crescent values it's parks and open spaces, which contribute to La Crescent's quality of life and to La Crescent's Tourism Economy; and
- WHEREAS: pollinators are a necessary component of a healthy ecosystem and food system, providing essential pollination of plants in order to grow vegetables, herbs, and fruits; and
- WHEREAS: alternative land management practices are available that dramatically increase pollinator forage while decreasing maintenance costs; and
- WHEREAS: the monetary and social cost of maintaining pollinator-friendly landscapes can be less expensive than the costs associated with maintaining chemically-treated monocrop landscapes; and
- WHEREAS: the City of La Crescent sets the example for residents and businesses within the community for pollinator friendly habitat with the establishment of pollinator prairie habitat in city parks and around city buildings; and
- WHEREAS: the State of Minnesota provides conservation assistance to the City of La Crescent to promote wise conservation stewardship of pollinators and their habitats on working and wild lands.

NOW, THEREFORE, I, Mike Poellinger, Mayor of the City of La Crescent, Minnesota, do hereby proclaim the week of June 17th-23rd, 2024, as

Pollinator Week in the City of La Crescent

In the city of La Crescent, I encourage residents to increase pollinator habitat, decrease water use, and decrease chemical use by encouraging pollinator friendly and low input landscape practices on their own properties.

Dated this 10th day of June in the year 2024.

Mayor _____

#3.10

RESOLUTION NO. 06-24-19

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

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

1. Cedar Valley Tree Farm wishes to donate thirty-five 6-foot-tall potted trees (20 Swamp White Oak, 5 Redmond Linden, and 10 Sugar Maple) to the City of La Crescent.

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

ADOPTED this 10th Day of June 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

#3.11



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: May 22, 2024
RE: Amend Capital Equipment Expenditure

At the March 11th, 2024 City Council meeting, the City Council approved the purchase of a new rotary brush cutter attachment for \$8,647.60. The cost was proposed to be broken down with \$3,647.60 from the 2022 capital equipment certificate and \$5,000 from the DNR Releaf Grant.

There is a provision in the DNR grant that prohibits the use of grant funds for any purchase having a unit cost of \$5,000 or more even if that cost is split across grant and match funds. Based on this restriction, we are suggesting that the City Council amend the capital equipment expenditure to reflect that all of the cost of the rotary brush cutter is taken from the 2022 capital equipment certificate.

#3.12



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: June 5, 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 promote current part-time Police Officer Josh DeBoer to full-time status to fill one of the two vacancies in the Police Department. The recommendation includes that Mr. DeBoer start at step 3 in the salary schedule for the position. A letter from the Police Chief regarding the recommendation is included.
2. The Personnel Committee is recommending that effective June 10, 2024, Police Officer Caleb Peterson be moved from step 2 to step 3 in the salary schedule for the position. A letter from the Police Chief regarding the recommendation is included.
3. The Personnel Committee is recommending that the City Council approve a memorandum of understanding with the Law Enforcement Labor Services Union that clarifies a long-standing practice regarding the payment for over-time hours. The agreement will align the contract language in the LEELS agreement with similar contract language in the AFSME agreement. A copy of the memorandum of agreement is included.
4. The Personnel Committee is recommending that the City Council set the safety shoe allowance for golf course workers as follows: Golf Course Superintendent - \$200 per year; part-time, outside seasonal workers - \$100 per year. This is consistent with the safety shoe allowance provided by the City to similar positions in the Public Works Department.

#1



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



May 24, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Request to promote to fill vacant Peace Officer position

As there is a full-time Peace Officer position open within the La Crescent Police Department, I am requesting permission to promote Officer Josh DeBoer from the police department's part-time officer roster.

Officer DeBoer became P.O.S.T license eligible in 2019 and in September of 2019 his peace officer license was activated by the La Crescent Police Department. Previously, Officer DeBoer served on the La Crescent Police Reserve Unit (2016-2019) as an officer obtaining Sergeant and Captain rank. Since 2019, Officer DeBoer has been an active part-time officer for La Crescent Police Department, Preston Police Department, Lewiston Police Department, and the Rushford Police Department. In March 2023, Officer DeBoer became a full-time officer for the Houston, MN Police Department but maintained his part-time officer position with the La Crescent Police Department continuing to work shifts as needed.

Additionally, I am requesting Officer DeBoer be extended lateral entry to beginning at step three (25-36 months) in the union contract. Not only Officer DeBoer has been a full-time officer for the past year he has approximately five years of experience working part-time for La Crescent Police Department and other listed agencies. Officer DeBoer does hold an active Emergency Medical Responder (EMR) certificate.

The promotion would be pursuant to the terms and conditions of the LELS Union contract and serving a twelve-month probationary period.

Respectfully,

Luke Ahlschlager



CITY OF LA CRESCENT

#2

Department of Police

Chief Luke M. Ahlschlager



May 24th, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

I am writing to request your consideration and approval for a wage step adjustment for Officer Kaleb Peterson to ensure parity and alignment within our department.

I am proposing Officer Josh DeBoer be promoted from part-time officer status to full-time officer status to fill a pending vacancy and to begin his full-time status at pay wage step three of the LELS union contract. This action creates some disparity in compensation between officers of similar rank and experience within our department. To maintain fairness and morale, it is crucial that we address this imbalance.

Current full-time La Crescent Peace Officer Kaleb Peterson has demonstrated exceptional dedication, performance, and professionalism during his tenure with our department. His contributions are invaluable, and they have consistently met and exceeded the standards expected of his role. It is my recommendation that Officer Peterson be moved up from wage step two to three effective immediately, to ensure his compensation is equitable compared to his peers.

Aligning Officer Peterson's wage step with that of Officer DeBoer is not only a matter of fairness but also an essential step in maintaining the integrity and cohesiveness of our team. It sends a positive message to all members of the department that their hard work and dedication are recognized and rewarded appropriately.

I believe that this adjustment will have a positive impact on morale and will further motivate our officers to continue performing their duties with the highest level of excellence.

I kindly request the Council's approval for this wage step adjustment for Officer Peterson and thank you for your consideration.

Any questions please feel free to reach out to me.

Respectfully,

Luke Ahlschlager

Chief of Police

MEMORANDUM OF UNDERSTANDING

Between the City of La Crescent and Law Enforcement Labor Services, Inc., Local No. 120

This Memorandum of Understanding (hereafter, "MOU") is entered into between the City of La Crescent (hereafter, "La Crescent") and Law Enforcement Labor Services, Inc., Local No. 120 (hereafter, "Union").

WHEREAS, La Crescent and the Union are parties to a Labor Agreement effective January 1, 2023 through December 31, 2025 (hereafter "Agreement").

WHEREAS, the parties would like to address the calculation of overtime pay contained in Article 7.

WHEREAS, the parties have conferred regarding the parties desire to avoid a dispute regarding the nature of overtime compensation.

NOW THEREFORE, the parties agree as follows:

1. The following provision is hereby incorporated into the Agreement:

7.1.1 All work hours and compensated payroll status will be considered as hours worked required to qualify for overtime premium.

2. This MOU is retroactive in nature and shall apply to all hours worked by the employee beginning January 1, 2023.

3. This MOU or any of its terms may only be amended or modified by written instrument signed by or on behalf of the parties hereto and ratified by the Union and City Council.

4. This MOU is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event any provision of this MOU is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this MOU is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then the provisions shall be considered void, but all other provisions shall remain in full force and effect.

5. This MOU is intended for the sole and limited purpose specified herein. The parties expressly agree that this MOU shall not constitute or establish any precedent, past practice or otherwise place any limitation on any management right of the Employer.

6. This MOU is effective on the latest date affixed to the signatures hereto.

This Memorandum of Understanding shall remain in effect for the duration of the Agreement.

In witness whereof, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2024.

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 120

Date: _____

President Local No. 120

Date: _____

Business Agent/LELS

CITY OF LA CRESCENT

Date: _____

Mayor

Date: _____

Chief of Police



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

#3.13



June 4, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Applefest Torchlight Parade - 2024

As the Applefest board continues to plan for the 76th Anniversary, the board of directors are requesting approval for a Torchlight Parade. Applefest does not officially start until Friday, September 20, 2023, however the board would like to host a special family friendly event to help kick off the weekend. For the parade to be successful they will need assistance from the La Crescent Police Department (LCPD), La Crescent Police Department Reserve Unit, and City Maintenance. They will need police representation at the line up, police traffic control and police escort for the parade.

The parade event will be free of charge and limited to La Crescent businesses only. Below you will find details pertaining to the parade event:

When: Thursday, September 19, 2023

Location: Line up at Veterans Park, end at Crucifixion Parking Lot

Time: Line up at 6:30pm, parade start at dusk (approximately 7:10pm)

Route:

- Right onto North Chestnut Street
- Right onto North 4th Street
- Left onto North Walnut Street
- Right onto South 2nd Street
- End at Crucifixion parking lot.

The LCPD will take necessary measures to provide adequate traffic control while minimizing traffic disruption.

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

Thank you for your consideration.

Luke Ahlschlager

Chief of Police



#3.14



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: June 6, 2024
RE: City Attorney's Review of Legislative Changes

The City Attorney will provide an update on the Public Utilities Commission decision that will reduce future solar allocations that the City receives from its solar garden subscription agreement, and on changes to the cannabis legislation that may impact the City.

#6.1

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: May 29th 2024

RE: GreenStep Meeting Minutes May 29th, 2024

ATTENDANCE: Jason Ludwigson, Jim Nissen, Michael Alfieri, and Bob Spencer

MEMBERS NOT IN ATTENDANCE: Teresa O'Donnell, Bill Waller, Jeremy Wise, and Tyler Benish

Minutes

1. The committee discussed new member(s) recruitment. A new resident was proposed as a possible committee member.
2. The committee reviewed the materials about the utility franchise fee. Discussion followed. The committee will discuss this idea at future meetings.
3. The committee reviewed the UMN Institute on the Environment summer internship program and the MN GreenCorps program. Talitha Anderson will be serving with the city for the UMN internship from June 5th to August 11th. The GreenCorps member will focus on Stormwater and Forestry work for the city.
4. The committee discussed the 2024 MnDOT Landscape Partnership Project for the La Crescent Overlook. Bob Spencer shared the MnDOT Historic Roadside Development Structures Report for the site. Discussion about the planting plan followed.
5. The committee discussed the public outreach and education efforts for the CPL Stoney Point grant. The scope of the project was reviewed with the committee.
6. The committee discussed the role for the MN Green Corps member to sign up residents for the Adopt-a-Drain program this fall.
7. Project updates were provided on the following: Solar PV updates Ice Arena, Pool, Wieser Park Shelter, and Pine Creek Golf Course – Solar on Public Buildings Grant, Outdoor Recreation Grant, ReLeaf Grant MN DNR - Arbor Day Tree Planting, Siberian Elm, Buckthorn and Round Leaf Bittersweet Removal, Carbon Reduction Program Electric Vehicle(s) – 2025-2026 Funds Update, WinLac updates – Urban Stormwater Practices – WinLac Rain Garden McIntosh (Future project ideas), Stormwater Art/Murals (Source Water Protection Plan Implementation Grant) and Projects and Practices BWSR Grant Street Sweeping Study, VW funds EV chargers – MPCA and ZEF energy – PUC Xcel Energy's Transportation Electrification Plan, Map the Experience Eagles Bluff Park Signs and Lions Club, McCormick Easement with MN Land Trust and City, Tree Ordinance
8. The committee discussed the grant awards for Safe Routes to School Infrastructure projects and the 6th street reconstruction grant award.
9. Adjournment -The meeting was adjourned at 6:02 p.m. by consensus.

cc. Natural Resources Advisory Committee