

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
NOVEMBER 13, 2023
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 – OCTOBER 23, 2023
- 1.2 BILLS PAYABLE THROUGH NOVEMBER 9, 2023
- 1.3
- 1.4

2. PUBLIC HEARING/MEETING

5:00 CAPITAL IMPROVEMENT PLAN PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 RESOLUTION ADOPTING CAPITAL IMPROVEMENT PLAN
AND GIVING PRELIMINARY APPROVAL TO THE
ISSUANCE OF G.O. BONDS
- 3.2 DEVELOPMENT AGREEMENT – 31 SOUTH WALNUT
- 3.3 CARBON REDUCTION PROGRAM GRANT –
RESOLUTION/AGREEMENT
- 3.4 ANNEXATION PETITION
- 3.5 PARK USE ORDINANCE
- 3.6 HORSE TRACK MEADOWS NORTH REQUEST FOR
PROPOSALS
- 3.7 AUTHORIZE CAPITAL EXPENDITURE
- 3.8 GAMBLING PERMIT APPLICATION
- 3.9 COMMISSION RESIGNATIONS

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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 EXPLORE LA CROSSE
- 6.2 PARK & RECREATION MINUTES – 10/30/2023
- 6.3 GREENSTEP MINUTES – 11/1/2023
- 6.4 DEVELOPMENT COMMISSION MINUTES – 11/6/2023

7. CORRESPONDENCE

- 7.1
- 7.2
- 7.3

8. HOUSTON COUNTY

8.1

9. CHAMBER OF COMMERCE

9.1

10. ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
OCTOBER 23, 2023

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of October was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, October 23rd, 2023.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cheryl 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, Public Works Director Tyler Benish, Sustainability Coordinator Jason Ludwigson, and Deputy Clerk Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

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 – OCTOBER 9, 2023
- 1.2 BILLS PAYABLE THROUGH – OCTOBER 20, 2023
- 1.3

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

Ryan Hutchinson	Yes
Cheryl 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 3.1 – LA CRESCENT ANIMAL RESCUE

Mayor Poellinger reviewed with City Council continuing negotiations for an agreement with the La Crescent Animal Rescue. It was recommended that City Council appoint City Council member Teresa O'Donnell-Ebner to participate in the negotiations. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPOINT CITY COUNCIL MEMBER TERESA O'DONNELL-EBNER TO PARTICIPATE IN NEGOTIATIONS BETWEEN THE CITY AND LA CRESCENT ANIMAL RESCUE.

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

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

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

ITEM 3.2 – WINLAC RAIN GARDEN PROJECT GRANT AWARD

City Council member O'Donnell-Ebner reviewed with City Council for approval an agreement with the Root River SWCD for the installation of a rain garden at the intersection of McIntosh and Eagles Bluff Road for \$18,114.30, for which the City would be reimbursed. The funds are part of the WinLac One Watershed, One Plan that has allocated money for urban stormwater practices. La Crescent is required to contribute a 10% match of \$2,012.70. The match would consist of a curb cut along Eagles Bluff Road and in-kind disposal/reuse of the soil from the rain garden. The 2024 general fund draft will be amended to include the 10% match. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE AGREEMENT WITH ROOT RIVER SWCD FOR THE INSTALLATION OF A RAIN GARDEN AT THE INTERSECTION OF MCINTOSH AND EAGLES BLUFF ROAD IN THE AMOUNT OF \$18,114.30 FOR WHICH THE CITY WILL BE REIMBURSED ALONG WITH A 10% REQUIRED MATCH FROM THE CITY OF LA CRESCENT WHICH WILL CONSIST OF CURB CUT ALONG EAGLES BLUFF ROAD AND IN-KIND DISPOSAL/REUSE OF THE SOIL FROM THE RAIN GARDEN.

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

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

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

ITEM 3.3 – RELEAF COMMUNITY FORESTRY GRANT AWARD

City Administrator Bill Waller reviewed with City Council that the Minnesota DNR awarded the city a ReLeaf Community Forestry Grant. The grant funds the purchase of 325 bare-root trees over the next three years. The trees will be planted in city parks, the golf course, and other locations in the city to diversify the tree canopy. The grant is for approximately \$34,484. No funds from the city are required, but the city will lead the planting of the trees over the next three years as an in-kind donation for the grant. It was recommended that City Council approve the grant. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE MINNESOTA DNR RELEAF COMMUNITY FORESTRY GRANT IN THE AMOUNT OF \$34,484 FOR THE PURCHASE OF 325 BARE-ROOT TREES OVER THE NEXT THREE YEARS WITH THE CITY LEADING THE PLANTINGS AS AN IN-KIND DONATION FOR THE GRANT.

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

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

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

ITEM 3.4 – SOURCE WATER PROTECTION IMPLEMENTATION GRANT AWARD

City Administrator Bill Waller reviewed with City Council for approval the Source Water Protection Implementation Grant that the Minnesota Department of Health awarded the City for \$7,000. The grant funds the design and installation of four to six large murals painted in the highly sensitive DWISMA around well #3 in La Crescent, located in Veterans Park. The city requires no match. This grant builds upon the city's efforts to extend public outreach and education on stormwater pollution prevention. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE SOURCE WATER PROTECTION IMPLEMENTATION GRANT AWARDED FROM THE MINNESOTA DEPARTMENT OF HEALTH TO THE CITY IN THE AMOUNT OF \$7,000 FOR THE DESIGN AND INSTALLATION OF FOUR TO SIX LARGE MURALS TO BE PAINTED IN THE HIGHLY SENSITIVE DWISMA AROUND WELL #3 LOCATED IN VETERANS PARK, WHICH BUILDS UPON THE CITY'S EFFORTS TO EXTEND PUBLIC OUTREACH AND EDUCATION ON STORMWATER POLLUTION PREVENTION.

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

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

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

ITEM 3.5 – CONTRACT FOR DEED – VSC CORPORATION

City Attorney Skip Wieser reviewed with City Council the contract for deed for the property at 322 South 1st Street, which the City purchased in 2021 with a 3.75% interest. The current monthly payment is \$2,471.03, with the last payment due in February of 2026. The monthly payment to VSC was included in the 2023 general fund budget and therefore has been removed from the proposed 2024 general fund budget. It was recommended that City Council approve prepaying the contract for deed utilizing funds from the 2022 capital improvement bond issue with \$65,807.18 paid to VSC and \$455.50 to Houston County for deed tax along with the authorization for the City Attorney and City Administrator to sign any necessary documents. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE PREPAYING THE CONTRACT FOR DEED FOR THE CITY-OWNED PROPERTY AT 322 SOUTH 1ST STREET UTILIZING THE 2022 CAPITAL IMPROVEMENT BOND ISSUE WITH \$65,807.18 PAID TO VSC AND \$455.50 TO HOUSTON COUNTY FOR DEED TAX AND AUTHORIZING THE CITY ATTORNEY AND CITY ADMINISTRATOR TO SIGN ANY NECESSARY DOCUMENTS.

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

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

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

ITEM 3.6 – REVIEW DRAFT – HORSE TRACK MEADOWS NORTH REQUEST FOR PROPOSALS

City Attorney Skip Wieser reviewed with City Council a draft Request for Proposals (RFP) for the sale of the City's Horse Track Meadows North Development. This item was informational only, no action taken.

ITEM 3.7 – CANADIAN PACIFIC HOLIDAY TRAIN

City Council reviewed a letter from Police Chief Luke Ahlschlager regarding the CP Holiday Train stop in La Crescent on Friday, December 8th, 2023 from 8:00 pm – 9:00 pm. Chief Ahlschlager is requesting approval from Council for assistance from the La Crescent Police Department for security and organization and Maintenance staff to equip the event area with the necessary crowd control measures, crowd protections, vehicle parking assistance, and waste disposal and clean-up during and after the event. The designated event area will be at the City Door Parking Lot. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE LA CRESCENT POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT TO ASSIST WITH EVENT CONTROL DURING THE HOLIDAY TRAIN VISIT ON DECEMBER 8TH, 2023 TAKING PLACE FROM 8:00 PM TO 9:00 PM AT THE CITY DOOR PARKING LOT.

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

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

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

ITEM 3.8 – NORTH 3RD STREET – WINTER PARKING RESTRICTIONS

Public Works Director Tyler Benish reviewed with City Council for approval an Ordinance restricting parking on the south and east sides of North 3rd Street from Elm Street to North 4th Street annually from November 1st to April 1st to allow for maintenance of the narrow street during the winter months. Following discussion, Member Hutchinson introduced the following ordinance and moved its passage for adoption:

ORDINANCE NO. 576

AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING PARKING ON N 3RD STREET

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

SECTION I. There shall be no parking on the south side of N 3rd Street, from November 1 to April 1, from its intersection with Elm Street easterly to its intersection with N 4th Street; as shown on the attached Map.

SECTION II. Any person, firm or corporation that violates this Ordinance shall upon conviction be guilty of a petty misdemeanor. The penalty which may be imposed under this section shall be a \$300.00 fine.

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

PASSED AND ENACTED this 23rd day of October, 2023.

Mayor

ATTEST:

City Administrator

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

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

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

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 576 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.9 – PERSONNEL COMMITTEE RECOMMENDATION

City Administrator Bill Waller reviewed with City Council for approval the following Personnel Committee Recommendations:

1. On October 30, 2023, Kara Tarrence will have completed her first year of employment as the City's Finance Director. Based on her performance it is recommended that effective October 30, 2023,

Ms. Tarrence be moved from step 2 to step 3 in the Finance Director's salary schedule. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO MOVE KARA TARRENCE FROM STEP 2 TO STEP 3 IN THE FINANCE DIRECTOR'S SALARY SCHEDULE EFFECTIVE OCTOBER 30, 2023.

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

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

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

2. This recommendation was removed prior to the meeting, no action required.

ITEM 3.10 – 2024 GENERAL FUND BUDGET REVIEW

City Administrator Bill Waller reviewed the proposed 2024 general fund budget/levy with City Council. The council was given the opportunity to ask questions regarding the budget/levy.

At this time City Council moved to Item 3.13 on the agenda to allow time for the Community Development Coordinator to join the meeting via Zoom.

ITEM 3.13 – DONATION RESOLUTION

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

RESOLUTION NO. 10-23-45

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN OCTOBER, 2023**

WHEREAS, the following donations were made to the City of La Crescent in the month of October 2023:

1. Altra Federal Credit Union wishes to donate \$250.00 to the La Crescent Kayak Launch/Fishing Dock Project.
2. La Crescent Merchants Bank wishes to donate \$100.00 to the La Crescent Kayak/Fishing Dock Project.
3. Adam and Tiffany Kimball wish to donate \$250.00 to the La Crescent Police Department/Neighbor's Night Out.
4. La Crescent Community Garden wishes to donate \$100.00 to the La Crescent Fire Department.

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

ADOPTED this 23rd day of October 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member Williams and upon a roll call vote taken and tallied by the City Administrator, the following Members present 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 3.14 – CARBON REDUCTION PROGRAM GRANT - RESOLUTION

City Sustainability Coordinator Jason Ludwigson reviewed with City Council for approval a Resolution for Carbon Reduction Funds awarded to the City in the amount of \$12,000 through the La Crosse Metropolitan Planning Organization and MnDOT for 2023 and 2024. The CRP funds require a 20% match. The funds

will be provided to the city for four years (2023-2026). Funds are likely for 2027, but not guaranteed. The City is proposing to use those funds to add a Tesla Model Y electric police cruiser and can only use the funds to lease the electric police cruiser. The lease would be with NCL Government Capital. The Master Lease Agreement would provide the City the option to purchase the vehicle for \$1.00 at the end of the four-year lease term. The local match would be built into future general fund budgets. The cost to equip the new police cruiser will come from the public safety aid that the city will be receiving in 2024. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE RESOLUTION FOR CARBON REDUCTION FUNDS AWARDED TO THE CITY OF LA CRESCENT IN THE AMOUNT OF \$12,000 THROUGH THE LA CROSSE METROPOLITAN PLANNING ORGANIZATION AND MNDOT FOR 2023 AND 2024 CONTINGENT ON FURTHER REVIEW TO MAKE SURE THE OPTION FOR THE CITY TO PURCHASE THE VEHICLE AT THE END OF THE LEASE IS \$1.00.

Following further discussion, Member Hutchinson and Member O'Donnell-Ebner withdrew the motion with the Resolution being brought back to the November 13th Council Meeting.

At this time City Council resumed with Item 3.11.

ITEM 3.11 – RESOLUTIONS – 2024 GRANT APPLICATIONS

City Council reviewed for approval a Resolution Authorizing Submittal of and Sponsorship of a Minnesota Department of Transportation Active Transportation Program Infrastructure Grant Application for the City of La Crescent. Following review and discussion, Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 10-23-40

**A RESOLUTION AUTHORIZING SUBMITTAL OF AND SPONSORSHIP OF A
MINNESOTA DEPARTMENT OF TRANSPORTATION
ACTIVE TRANSPORTATION PROGRAM INFRASTRUCTURE GRANT APPLICATION
FOR THE CITY OF LA CRESCENT, MN**

WHEREAS, the Minnesota Department of Transportation has \$13.2 million dollars available in Active Transportation funding available statewide, with a minimum of \$50,000 and cap of \$1,000,000 for each project; and

WHEREAS, the City of La Crescent adopted a bicycle and pedestrian plan in 2017 and identified projects for implementation which included a bicycle and pedestrian project on the north side of South 6th Street from Elm Street to the aquatic center and from the aquatic center to South 7th Street; and

WHEREAS, the City of La Crescent is a state aid city and is the sponsor of this requested active transportation infrastructure project; and

WHEREAS, the active transportation infrastructure project borders Elm Street which is also County Trunk Highway 6 and the city has coordinated with the Houston County Highway Engineer and the Houston County Board of Supervisors has passed a resolution in support of this project; and

WHEREAS, the City's project was deemed eligible for funding in 2022 and the City applied for Active Transportation Infrastructure funding in 2022 however, the City was unsuccessful in receiving funding as funds were limited, and therefore the city is resubmitting the project for 2024 funding and construction; and

WHEREAS, the City of La Crescent fully understands that it is responsible for all costs not covered by Active Transportation funding including but not limited to consultant engineering, right-of-way acquisition, construction administration and inspection, utility construction, as well as construction costs above the Active Transportation grant award; and

WHEREAS, the City of La Crescent agrees to maintain such improvements for the lifetime of the improvements; and

WHEREAS, the city desires to proactively implement the adopted bicycle and pedestrian plan to improve bicyclist and pedestrian safety, improve accessibility for all user groups, improve community connectedness, especially for vulnerable users and underserved members of the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of La Crescent authorizes the submittal of an Active Transportation (AT) Program Infrastructure Grant Application to the Minnesota Department of Transportation and, if awarded, agrees to act as project sponsor and carry out the following responsibilities:

- 1) Execute the grant agreement be the fiscal agent and have funds flow from MnDOT to the city and to the contractor.
- 2) Request SAP/SP number for the project.
- 3) Ensure the project meets milestones and dates.
- 4) Develop, review, and/or approve the plan, submit plan, engineer's estimate, and proposal to the DSAE.
- 5) Advertise, let, and award the project.
- 6) Submit pay requests to State Aid.
- 7) Communicate progress and updates with the DSAEs and State Aid Programs Engineer.
- 8) Ensure that the project receives adequate supervision and inspection.
- 9) Assist with project closeout.

Adopted this 23rd day of October, 2023

City of La Crescent

Mike Poellinger, Mayor

Attest: _____
Angie Boettcher, Deputy Clerk

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

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

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

City Council reviewed for approval a Resolution Authorizing Submittal of and Sponsorship of a Minnesota Department of Transportation Safe Routes to School Infrastructure Grant Application for the City of La Crescent. Following review and discussion, Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 10-23-41

**A RESOLUTION AUTHORIZING SUBMITTAL OF AND SPONSORSHIP OF A
MINNESOTA DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL INFRASTRUCTURE GRANT APPLICATION
FOR THE CITY OF LA CRESCENT, MN**

WHEREAS, the Minnesota Department of Transportation has \$10.9 million dollars available in Safe Routes to School Infrastructure funding available statewide, with a minimum of \$50,000 and cap of \$1,000,000 for each project; and

WHEREAS, the City of La Crescent adopted a Safe Routes to School plan in 2020 and identified projects for implementation which include projects on 14th Street, Kistler Court, Lancer Boulevard, and Spruce Drive which will address safety hazards by shortening pedestrian crossing distances and making intersections safer as well as fill a gap in Safe Routes infrastructure along Minnesota Highway 16 to Kistler Court; and

WHEREAS, the project will benefit students, pedestrians, and cyclists across the city, and making changes to the streetscape will make walking and bicycling to school safer; and

WHEREAS, the City of La Crescent is a state aid city and is the sponsor of this requested active transportation infrastructure project and supports the construction of the Safe Routes to School projects and submittal of the Safe Routes to School application; and

WHEREAS, the Safe Routes to School infrastructure project borders Minnesota Highway 16 and the project is identified in a recently completed and MnDOT-sponsored Active Transportation Action Plan for the Highway 16 corridor; and

WHEREAS, the City of La Crescent fully understands that it is responsible for all costs not covered by Safe Routes to School Infrastructure grant funding including but not limited to consultant engineering, right-of-way acquisition, construction administration and inspection, utility construction, as well as construction costs above the Active Transportation grant award; and

WHEREAS, the City of La Crescent agrees to maintain such improvements for the lifetime of the improvements; and

WHEREAS, the city desires to proactively implement the adopted Safe Routes to School plan to improve the safety of school-age children, improve bicyclist and pedestrian safety, improve accessibility for all user groups, improve community connectedness, especially for vulnerable users and underserved members of the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of La Crescent authorizes the submittal of a Safe Routes to School Infrastructure Grant Application to the Minnesota Department of Transportation and, if awarded, agrees to act as project sponsor and carry out the following responsibilities:

- 1) Execute the grant agreement and be the fiscal agent and have funds flow from MnDOT to the city and to the contractor.
- 2) Request SAP/SP number for the project.
- 3) Ensure the project meets milestones and dates.
- 4) Develop, review and/or approve the plan, submit plan, engineer's estimate, and proposal to the DSAE.
- 5) Advertise, let, and award the project.
- 6) Submit pay requests to State Aid.
- 7) Communicate progress and updates with the DSAEs and State Aid Programs Engineer.
- 8) Ensure that the project receives adequate supervision and inspection.
- 9) Assist with project closeout.

Adopted this 23rd day of October, 2023

City of La Crescent

Mike Poellinger, Mayor

Attest: _____
Angie Boettcher, Deputy Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member Williams and upon a roll call vote taken and tallied by the City Administrator, the following Members present 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.

City Council reviewed for approval a Resolution Approving the Submittal of a Preliminary Proposal and Full Application to the Department of Employment and Economic Development Small Cities Development Program. Following review and discussion, Member Jostad introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 10-23-42

**A RESOLUTION APPROVING THE SUBMITTAL OF A PRELIMINARY PROPOSAL AND
FULL APPLICATION TO THE DEPARTMENT OF EMPLOYMENT AND ECONOMIC
DEVELOPMENT SMALL CITIES DEVELOPMENT PROGRAM**

BE IT RESOLVED that the City of La Crescent act as the legal sponsor for the downtown streetscape proposal contained in a Preliminary Proposal to be submitted on or before November 29, 2023, and that Mike Poellinger, Mayor, and Bill Waller, City Administrator are hereby authorized to apply to the Minnesota Department of Employment and Economic Development for funding of this project on behalf of the City of La Crescent which may be up to \$600,000 in federal Community Development Block Grant funds.

BE IT FURTHER RESOLVED that should the Preliminary Proposal be determined to be competitive or marginally competitive and should the Minnesota Department of Employment and Economic Development invite the city to submit a Full Application, the above city representatives are hereby authorized to submit a Full Application by the April 17, 2024 deadline to Minnesota Department of Economic Development.

BE IT FURTHER RESOLVED that the City of La Crescent has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance, and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of La Crescent has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practices.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of La Crescent may enter into an agreement with the State of Minnesota for the approved project and that the City of La Crescent certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that Mike Poellinger, Mayor, and Bill Waller, City Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the Applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of La Crescent on the 23rd day of October 2023.

Signed:

Mike Poellinger, Mayor

Attest: _____
Angie Boettcher, Deputy Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member Williams and upon a roll call vote taken and tallied by the City Administrator, the following Members present 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.

City Council reviewed for approval a Resolution Authorizing Submittal of and Sponsorship of a Minnesota Department of Transportation Local Road Improvement Program Grant Application for the City of La Crescent. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 10-23-43

**A RESOLUTION AUTHORIZING SUBMITTAL OF AND SPONSORSHIP OF A
MINNESOTA DEPARTMENT OF TRANSPORTATION
LOCAL ROAD IMPROVEMENT PROGRAM GRANT APPLICATION
FOR THE CITY OF LA CRESCENT, MN**

WHEREAS, the Minnesota Department of Transportation has funding available for the Local Road Improvement Program (LRIP) through several accounts and the Routes of Regional Significance Account provides funds for the cost of constructing or reconstructing city streets, county highways, town roads, or Tribal roads with statewide or regional significance with a cap of \$1,500,000 for each project; and

WHEREAS, the City of La Crescent has completed a corridor plan for Walnut Street which has broad community support; and

WHEREAS, Walnut Street has a Functional Classification as a collector street as noted by the La Crosse Area Planning Committee (LAPC), the Metropolitan Planning Organization (MPO) for the La Crescent/La Crosse metropolitan planning area; and

WHEREAS, Walnut Street is a route of regional significance as it is a collector street and a connector between U.S. highways, state highways, two national scenic byways, a state scenic byway, the Mississippi River Trail Highway, U.S. Bike Route 45 and several state and regional trail systems and facilities; and

WHEREAS, the Walnut Street Corridor Plan outlines the active transportation complete streets infrastructure that will be incorporated into the project to improve the safety of the corridor and includes a multi-use path, ADA-compliant sidewalks throughout the corridor and traffic calming measures to increase the use of Walnut Street for all users and all ages and abilities; and

WHEREAS, the City of La Crescent has the ability to maintain the project improvements and is capable and ready to fully manage the project and understands that it is responsible for all costs not covered by LRIP funding including engineering, right-of-way, construction administration and inspection, utility construction and coordination and other non-LRIP-eligible items in excess of any LRIP grant amount; and

WHEREAS, the City of La Crescent agrees to maintain such improvements for the lifetime of the improvements; and

WHEREAS, the city desires to proactively implement the Walnut Street Corridor Plan, the adopted Bicycle and Pedestrian Plan, and Safe Routes to School Plan and its Complete Streets policy to improve bicyclist and pedestrian safety, improve accessibility for all user groups, and improve community connectedness, especially for vulnerable users and underserved members of the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of La Crescent authorizes the submittal of a Local Road Improvement Program Grant Application to the Minnesota Department of Transportation and, if awarded, agrees to act as project sponsor and carry out the following responsibilities:

- 1) Execute the standard Grant Contract be the fiscal agent and have funds flow from MnDOT to the city and to the contractor.
- 2) Request SAP/SP number for the project.
- 3) Ensure the project meets milestones and dates.
- 4) Develop, review, and/or approve the plan, submit plan, engineer's estimate, and proposal to the DSAE.
- 5) Advertise, let, and award the project.
- 6) Submit pay requests to State Aid.
- 7) Communicate progress and updates with the DSAEs and State Aid Programs Engineer.
- 8) Ensure that the project receives adequate supervision and inspection.
- 9) Assist with project closeout.

Adopted this 23rd day of October, 2023

City of La Crescent

Mike Poellinger, Mayor

Attest:

Angie Boettcher, Deputy Clerk

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

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

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

City Council reviewed for approval a Resolution Authorizing Submittal of and Sponsorship of a Minnesota Department of Transportation, Transportation Alternatives Program Grant Application for the City of La Crescent. Following review and discussion, Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 10-23-44

**A RESOLUTION AUTHORIZING SUBMITTAL OF AND SPONSORSHIP OF A
MINNESOTA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION
FOR THE CITY OF LA CRESCENT, MN**

WHEREAS, the Minnesota Department of Transportation has funding available from the federal government for the Transportation Alternatives (TA) program for 80 percent of the cost of planning, design, and construction of surface transportation projects including on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation; and

WHEREAS, the City of La Crescent has completed several planning processes including the City Comprehensive Plan, the Downtown Vision and Strategic Plan, and an Active Transportation Action Plan for the Highway 16 corridor between the Wagon Wheel Trail and Wagon Wheel Bicycle-Pedestrian bridge to Miller's Corner, all of which have had extensive public involvement and broad community support; and

WHEREAS, the Active Transportation Action Plan outlines both in-town on-road and off-road trail facilities along the Minnesota Highway 16 corridor including Oak Street and S. Chestnut Street; and

WHEREAS, S. Chestnut Street is part of the Mississippi River Trail and U.S. Bike Route 45 and is adjacent to the Great River Road and Bluff Country National Scenic Byways and the city intends to implement the Active Transportation Action Plan in the Highway 16 corridor by planning, designing and constructing a multi-use bicycle and pedestrian facility along the east side of S. Chestnut Street and Mn Hwy 16 from the Wagon Wheel Bridge to S. 14th Street for transportation and recreational purposes which will also provide safe routes for non-drivers including children, older adults and individuals with disabilities to access daily needs; and

WHEREAS, a multimodal shared-use trail facility will connect the Wagon Wheel Trail to the Root River Trail along the busy stretch of the MRT/U.S. Bike Route 45 and serve to connect several state and regional corridors for safe bicycling and walking; and

WHEREAS, the City of La Crescent fully supports this project and commits to cost-sharing the local share of 20 percent and has the ability to maintain the project improvements and is capable and ready to fully manage the project and understands that it is responsible for all costs not covered by federal funding; and

WHEREAS, the City of La Crescent agrees to maintain such improvements for the lifetime of the improvements; and

WHEREAS, the city desires to proactively implement the Active Transportation Action Plan for the Highway 16 corridor, the adopted Bicycle and Pedestrian Plan, and Safe Routes to School Plan and its Complete Streets policy to improve bicyclist and pedestrian safety, improve accessibility for all user groups, and improve community connectedness, especially for vulnerable users and underserved members of the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of La Crescent authorizes the submittal of a Transportation Alternatives Grant Application to the Minnesota Department of Transportation and, if awarded, agrees to act as project sponsor and carry out the following responsibilities:

- 1) Execute the standard Grant Contract be the fiscal agent and have funds flow from MnDOT to the city and to the contractor.
- 2) Request SAP/SP number for the project.
- 3) Ensure the project meets milestones and dates.
- 4) Develop, review, and/or approve the plan, submit plan, engineer's estimate, and proposal to the DSAE.
- 5) Advertise, let, and award the project.
- 6) Submit pay requests to State Aid.
- 7) Communicate progress and updates with the DSAEs and State Aid Programs Engineer.
- 8) Ensure that the project receives adequate supervision and inspection.
- 9) Assist with project closeout.

Adopted this 23rd day of October, 2023

City of La Crescent

Mike Poellinger, Mayor

Attest: _____
Angie Boettcher, Deputy Clerk

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

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

Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.12 – PLANNING COMMISSION MINUTES – OCTOBER 3, 2023

City Administrator Bill Waller reviewed with City Council the October 3, 2023, Planning Commission minutes. This was informational only, no action required.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 City Council reviewed correspondence regarding the La Crescent Outdoor Performance Venue.
6.2

8. HOUSTON COUNTY

Houston County Commissioner Dewey Severson was in attendance and provided City Council with an update.

9. CHAMBER OF COMMERCE

Chamber of Commerce representative Jennifer Etrheim was in attendance and provided City Council with an update.

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
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 *Bill*
DATE: November 8, 2023
RE: Bills Payable

The bills payable will be e-mailed out separately.

5:00 Public Hearing



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 8, 2023
RE: Capital Improvement Plan – Public Hearing

At 5:00 the City Council will hold a public hearing on the proposed amended and restated Five-Year Capital Improvement Plan. A copy of the plan is included. Tammy Omdal from Northland Securities will attend the meeting via Zoom to review the process and the plan with the City Council.

In 2022 the City Council adopted a Five-Year Capital Improvement Plan related to the acquisition of land for the future construction of a new City Hall/Library/Police facility. We are now suggesting that the City Council amend the plan that was adopted in 2022.

The 2022 Plan authorized the City Council to issue up to \$450,000 in capital improvement bonds. The proposed amended and restated 2023 Plan would provide the City with an additional \$525,000 in bonding authority. There are no immediate plans for the City to issue bonds related to the amended and restated 2023 Plan.

The amended and restated 2023 Plan would allow the City to use a portion of the funds from the 2022 Capital Improvement bond issue to pay for planning/architecture costs that are currently being performed. The 2023 Plan would also provide funding in the future for acquisition of property related to the project, funds to pave the existing parking lot and alley that are in need of replacement, funds to demolish structures that the City purchases in the future, and funds for architecture and consulting costs to prepare for construction of the facilities.

We would expect that in 2025 the City will issue improvement bonds for the Walnut Street Improvement Project. We would expect that the 2025 bond issue may include costs related to the amended and restated Five-Year Capital Improvement Plan that is now being considered. It is also quite possible that in 2024 the City Council may consider reimbursement resolutions for costs associated with either a street improvement project or an item included in the amended and restated Five-Year Capital Improvement Plan.

DRAFT FOR NOVEMBER 13, 2023 PUBLIC HEARING

AMENDED AND RESTATED

2022 through 2026

Five-Year Capital Improvement Plan for the

City of La Crescent, Minnesota

Originally Adopted: March 14, 2022

Amended and Restated: _____, 2023

Prepared by:



I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without the usual referendum requirement (except for the so-called “reverse referendum” described in Section III). The CIP Act applies to capital improvements consisting of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “capital improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City will be financed through other means and are not governed by this plan.

As part of the authorization process to issue capital improvement plan bonds (“CIP Bonds”), the CIP Act requires municipalities to prepare a five-year capital improvement plan that includes information specific in the statute, and different than the information that municipalities often provide in a more comprehensive and detailed “budget” or capital improvement plan it may prepare. This document, the Amended and Restated 2022 through 2026 Five-Year Capital Improvement Plan” has been prepared to meet the specific requirements of the CIP Act

II. PURPOSE

For purposes of the CIP Act, a capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of 5 years or more. Capital improvements, as defined in the CIP Act, do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities.

A capital improvement plan adopted pursuant to the CIP Act is a document designed to anticipate capital improvement expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. The capital improvement plan allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives, and impact on operating expenditures.

The City of La Crescent, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical public assets, preservation of public assets and sound fiscal management. Sound planning is essential for the wise and prudent use of limited financial resources.

The capital improvement plan is designed for update and amendment. In this manner, it can be an ongoing fiscal planning tool that anticipates future capital expenditures and funding sources.

III. THE CAPITAL IMPROVEMENT PLANNING PROCESS

The process begins with analysis of the City’s five-year capital improvement needs and funding sources. The City may solicit input from citizens and other governmental units at an early stage.

A written plan is prepared by the City to set forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and the sources of revenue for the improvement. The City Council then holds a public hearing on the CIP. The notice must be published at least 14 but not more than 28 days before the date of the hearing. The City Council may either approve the CIP immediately after the hearing or based on input may make revisions and approve the CIP at a later meeting.

The Council must approve the issuance of the CIP Bonds, as defined in the CIP Act, by an affirmative vote if three-fifths of its membership. The CIP Bonds are subject to a so-called “reverse referendum”. The City may issue the bonds only after obtaining the approval of a majority of the voters voting on the question of issuing the obligations, if a petition requesting a vote on the issuance is signed by voters equal to five percent of the votes cast in the municipality in the last municipal general election and is filed with the clerk within 30 days after the public hearing. If the municipality elects not to submit the question to the voters, the municipality shall not propose the issuance of bonds under this section for the same purpose and in the same amount for a period of 365 days from the date of receipt of the petition. If the question of issuing the bonds is submitted and not approved by the voters, the provisions of Minnesota Statute Section 475.58, subdivision 1a, shall apply.

Further, the maximum debt service in any year on all outstanding CIP Bonds is 0.16% of the estimated market value of property in the City, using the estimated market value for the taxes-payable year in which the CIP Bonds are issued.

After the capital improvement plan has been approved and the CIP Bonds have been authorized, and if no petition for a referendum is filed, the CIP Bonds may be sold, and when proceeds from the sale of the CIP Bonds (and any other identified revenue sources) become available, the expenditures for specified capital improvements in this plan can be made.

Any modifications to the Plan to change the projects included or to increase the CIP Bonds will require that the City complete the entire capital improvement planning process again and all requirements. Similarly, adoption of a new capital improvement plan to include the project costs to finance construction of the project costs will require that the City complete the entire capital improvement planning process again and all requirements.

IV. PROJECT SUMMARY

Pursuant to this document, “Amended and Restated 2022 through 2026 Five-Year Capital Improvement Plan”, referred to hereafter as the “CIP”, the City intends to incur expenditure of funds for acquisition, betterment of public lands, buildings or other improvements for a city hall, library, and public safety facility, including expansion of an existing public safety facility (together, the “Facilities”).

The CIP as prepared does not provide for the construction of the Facilities. The CIP covers only property acquisition costs, building demolition and removal, site improvements/preparation costs, and architect and consulting costs to prepare for construction of the Facilities.

The City will need to either act to amend the CIP or adopt a new CIP, pursuant to the CIP Act, at a future date to provide authority to finance the construction of the Facilities.

The CIP Act requires the City Council to consider eight factors in preparing the CIP:

1. Condition of the City’s existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement.
3. Estimated cost of the improvement.
4. Available public resources.
5. Level of overlapping debt in the City.

6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvements.
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the Facilities and the issuance of the CIP Bonds. The findings are as follows:

1. Conditions of City Infrastructure, Including the Projected Need for Repair or Replacement and Need for the Project

The La Crescent City Hall was constructed in the 1960's. The following City departments operate within the City Hall motor vehicle and License Bureau, Building and Zoning, Police Department, Utility Offices, City Clerk, and Administration Offices. The condition of the existing City Hall is substandard, pursuant to the professional opinion of a licensed inspector as defined by Minnesota Statutes 469.174, Subdivision 10c (findings included in report from Construction Express Inc dated January 7, 2016).

Adjacent to City Hall is the Public Library. The City is considering the relocation of the Public Library as part of the project and construction of the Facilities.

The proposed CIP Bonds are being issued to acquire and assemble land for the potential construction of the Facilities.

2. Likely Demand for the Project

The proposed Facilities will allow for improved efficiency of delivering municipal services and improvements for safe operations.

3. Estimated Costs of the Improvement

The estimated cost of the improvements the City plans to finance through issuance of CIP Bonds pursuant to this CIP is an amount not to exceed \$955,000. This amount is inclusive of the following estimated costs of the improvement: property acquisition costs; building demolition and removal; site improvements/preparation costs; and architect and consulting costs to prepare for construction of the Facilities. This amount does not include cost of issuance of the Bonds, which will be in addition to this amount and paid from bond proceeds.

This amount includes \$450,000 that the City financed with the General Obligation, Series 2022A Bonds, CIP portion, issued with original par amount of \$475,000, as authorized by the CIP adopted on March 14, 2022.

Exhibit A includes a map with information on property acquired to date by the City for the Facilities and potential future acquisition.

This amount includes City plans to finance site improvements and preparation costs for the purpose of maintaining public parking lots and public alleyway access that serves the existing City Hall and Fire Department Building and to prepare for the Facilities.

4. Available Public Resources

The CIP Bonds will be paid with ad valorem property taxes and secured by the City's full faith and credit. The par amount of the CIP Bonds will be sized to provide proceeds for land acquisition and for capitalized interest fund (if needed), and to pay the cost of issuance.

5. Level of Overlapping Debt

See Exhibit B.

6. Relative Benefit and Costs of Alternative Uses of the Funds

The Facilities could potentially be financed through the issuance of lease-revenue bonds. However, both costs of issuance and overall debt service payments would be higher since lease-revenue bonds are not general obligation debt and are therefore not as attractive to potential purchasers. The issuance of CIP Bonds represents the most cost-efficient way to finance the Facilities.

7. Operating Costs of the Proposed Improvements

The City expects to have information available on operating costs of the Facilities after it completes a planning process for the Facilities. On a preliminary basis, the operating costs for the Facilities is estimated to be comparable to current operating costs, with potential for cost savings from potential new efficiencies.

8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

Partnering with other municipalities or local units of government is not a feasible option for the Facilities. Locating the Facilities outside of the City of La Crescent would increase response and travel times and cause levels of service and efficiencies to decrease.

V. FINANCING THE CAPITAL IMPROVEMENT PLAN

The total principal amount for the CIP Bonds authorized by the CIP is not to exceed \$1,000,000. This amount includes \$475,000 for the General Obligation,

Series 2022A Bonds, CIP portion, issued on May 18, 2022, as authorized by the "2022 through 2026 Five-Year Capital Improvement Plan" adopted by the City Council on March 14, 2022. The City plans to issue up to an additional \$525,000 in CIP Bonds.

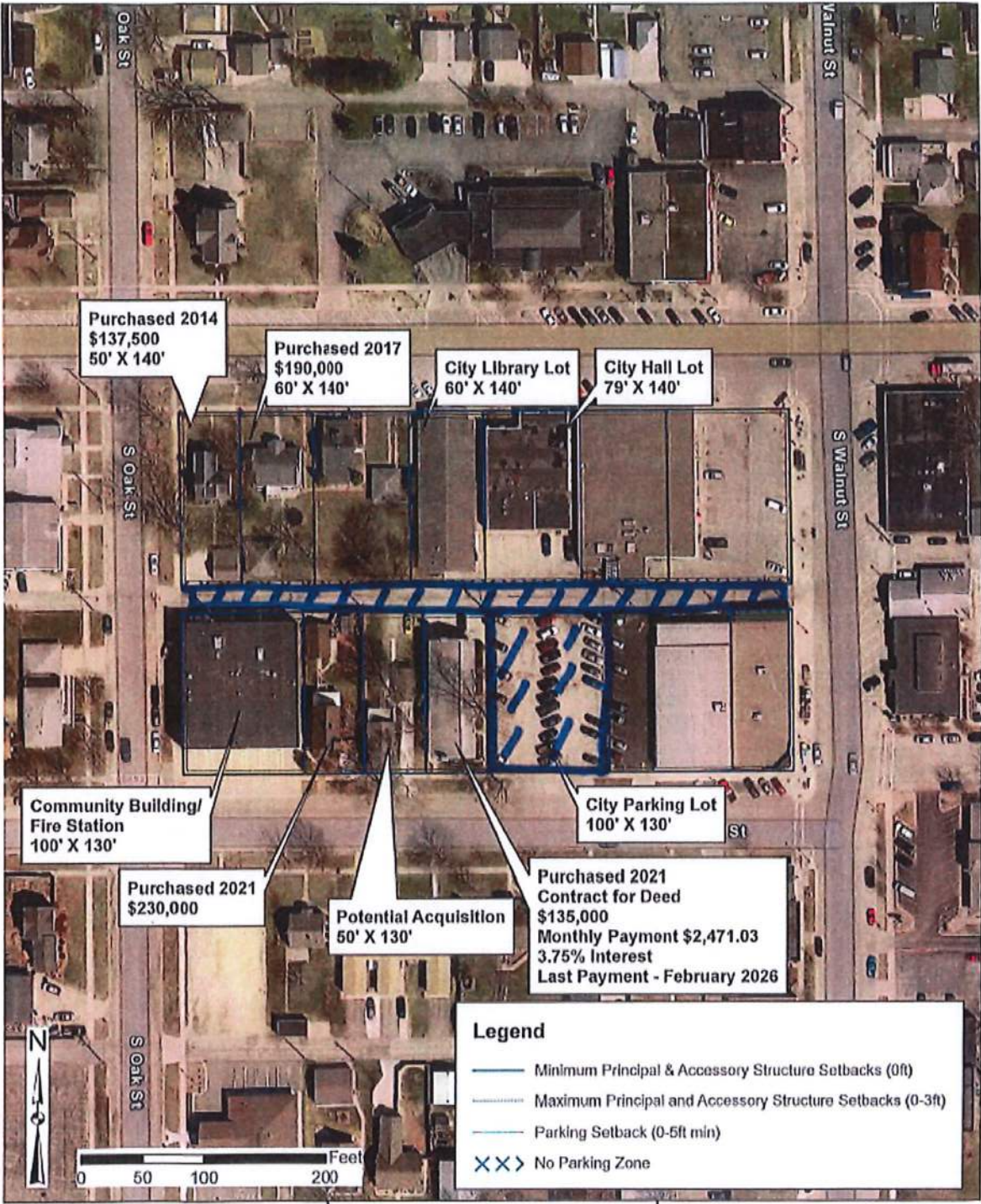
The \$1,000,000 is the maximum principal amount of CIP Bonds that may be issued under the CIP, (the "Amended and Restated 2022 through 2026 Five-Year Capital Improvement Plan") to provide funds for the Facilities and to pay any capitalized interest and the cost of issuance of the CIP Bonds. Principal and interest on the CIP Bonds will be paid through ad valorem property taxes over the term of the CIP Bonds.

In the financing of the CIP, two significant statutory limitations apply.

1. Under Chapter 475, with few exceptions, municipalities cannot incur debt in excess of 3% of the assessor's estimated market value for the municipality. In the City, the 2022/2023 estimated market value is \$632,643,200. Therefore, the total amount of outstanding debt cannot exceed \$18,979,296. As shown in Exhibit C, as of September 2, 2023, the City has \$7,080,000 subject to the legal debt limit. The legal debt margin as of September 2, 2023 is \$11,899,296. Issuance of the CIP Bonds will be within the statutory debt limit for the City.

2. A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$1,012,229. The annual principal and interest payments on the CIP Bonds proposed to be issued under this CIP will average approximately \$74,473.75. As such, debt service on the CIP Bonds will be within the annual limits under the CIP Act. The Bonds are estimated to be repaid over a 25-year period. The bond amount will not exceed the maximum principal amount of CIP Bonds referred to above.

EXHIBIT A



WHKS No. 7319.19

Exhibit B

Indirect Debt*

<u>Issuer</u>	<u>2022/2023 Tax Capacity Value⁽¹⁾</u>	<u>2022/2023 Tax Capacity Value in City⁽¹⁾</u>	<u>Percentage Applicable in City</u>	<u>Outstanding General Obligation Debt⁽²⁾</u>	<u>Taxpayers' Share of Debt</u>
Houston County	\$ 24,875,049	\$6,113,827	24.58%	\$9,245,000	\$ 2,272,421
Winona County	63,206,822	208,004	0.33	26,690,000	88,077
ISD No. 300, La Crescent	11,003,199	6,321,831	57.45	23,655,000	<u>13,589,798</u>
				<i>Total Indirect Debt:</i>	<u>\$ 15,950,296</u>

* Only those taxing jurisdictions with general obligation debt outstanding are included. Debt figures do not include non-general obligation debt, short-term general obligation debt, or general obligation tax/aid anticipation certificates of indebtedness.

(1) Tax Capacity Value is after tax increment deduction.

(2) As of September 2, 2023, unless noted otherwise.

Exhibit C

Statutory Debt Limit¹

Minnesota Statutes, Section 475.53 states that a city or county may not incur or be subject to a net debt in excess of three percent (3%) of its estimated market value. Net debt is, with limited exceptions, debt paid solely from ad valorem taxes.

Computation of Legal Debt Margin as of September 2, 2023:

2022/2023 Estimated Market Value	\$ 632,643,200
Multiplied by 3%	<u>x .03</u>
Statutory Debt Limit	<u>\$ 18,979,296</u>

Less outstanding debt applicable to debt limit:

\$905,000 General Obligation Equipment Certificates of Indebtedness Bonds, Series 2013A	\$ 83,000
\$360,000 General Obligation Promissory Note of 2014	39,000
\$3,445,000 General Obligation Bonds, Series 2016A	2,370,000
\$896,000 General Obligation Equipment Certificates of Indebtedness Bonds, Series 2017A	128,000
\$1,280,000 General Obligation Bonds, Series 2018A	1,005,000
\$365,000 General Obligation Bonds, Series 2019A	250,000
\$360,000 General Obligation Bonds, Series 2019B	320,000
\$2,585,000 General Obligation Bonds, Series 2022A	<u>2,585,000</u>

Total Debt applicable to debt limit: \$ 7,080,000

Legal debt margin \$ 11,899,296

¹ Effective June 2, 1997 and pursuant to Minnesota Statutes 465.71, any lease revenue or public project revenue bond issues/agreements of \$1,000,000 or more are subject to the statutory debt limit. Lease revenue or public project revenue bond issues/agreements less than \$1,000,000 are not subject to the statutory debt limit.

#3.1



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: November 8, 2023
RE: Capital Improvement Plan Resolution

At the conclusion of the 5:00 public hearing on the proposed amended and restated Five-Year Capital Improvement Plan, the City Council will consider a resolution giving preliminary approval to the issuance of general obligation capital improvement plan bonds (the "Bonds") in an amount not to exceed \$525,000 and adopting the amended and restated capital improvement plan for the years 2022 – 2026. A copy of the resolution is included. The approval of the resolution, subject to a 30-day reverse referendum period, will provide the authority for the City Council to consider issuance of the Bonds at a future date. The approval of the resolution on November 13th will not require or commit the City to the issuance of the Bonds. At a future date when the City Council is ready to prepare for the actual sale of the Bonds, there will be a bond sale process to be followed, including resolutions for approval for the sale of the Bonds. Tammy Omdal from Northland Securities will attend the meeting via Zoom to review the resolution with the City Council.

RESOLUTION NO. 11-23-46

**RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN
AMOUNT NOT TO EXCEED \$525,000 AND ADOPTING THE CITY OF
LA CRESCENT, MINNESOTA, AMENDED AND RESTATED CAPITAL
IMPROVEMENT PLAN FOR THE YEARS 2022 - 2026**

WHEREAS, the City Council of the City of La Crescent, Minnesota (the "City") proposes to issue its general obligation capital improvement plan bonds (the "Bonds") and adopt the City of La Crescent, Minnesota, Amended and Restated Capital Improvement Plan for the years 2022 through 2026 (the "Plan"); and

WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the public hearing as required by law; and

WHEREAS, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

WHEREAS, the City Council has determined that the issuance of general obligation capital improvement plan bonds in the aggregate principal amount of up to \$525,000 is the best way to finance the capital improvements identified in the Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota, that the City hereby adopts the Plan and authorizes the issuance of up to \$525,000 aggregate principal amount of general obligation capital improvement plan bonds.

ADOPTED this 13th day of November 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 8, 2023
RE: Development Agreement – 31 South Walnut

In 2021 the Nolo's purchased the old laundromat property at 31 Walnut Street South. The Nolo's intend to demolish the existing structure and construct a new 2-story building on the site. The new structure would be commercial on the first floor, and have two apartments on the second story. As part of the development, in 2021 the City Council approved a plan that established a tax increment financing district.

The plan proposes a \$750,000 project on the site. The project will generate \$184,547 in tax increment financing benefits over a 15-year period of time that are eligible to be reimbursed to the developer for qualifying project expenditures. Those expenditures include property acquisition, building demolition, and site and utility improvements related to the new construction.

The project has been delayed for a few years due to implications of the covid-19 health pandemic.

Attached for review and consideration by the City Council are a resolution approving the development agreement, a copy of which is also included.

The City Attorney will review the agreement with the City Council at the meeting. We are suggesting that the City Council adopt the resolution approving the development agreement for the project.

This is an exciting project for the central business district, and is consistent with the goals that are included in the City's Comprehensive Plan for new developments on Walnut Street.

RESOLUTION NO. 11-23-47

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
31 SOUTH WALNUT, LLC**

A. WHEREAS, 31 South Walnut, LLC, a Minnesota limited liability company (the "Developer") has requested that the City of La Crescent, Minnesota (the "City") assist with the financing of certain costs in connection with the construction of a commercial building with approximately 4,800 square feet including two residential housing units on the second floor which will be constructed on a parcel occupied by a substandard commercial building (laundromat) to be demolished and removed at 31 S Walnut Street in the City (the "Project").

B. WHEREAS, the Developer and the City have determined to enter into a Development Agreement providing for the City's assistance in connection with the Project (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota, as follows:

1. The City Council hereby approves the Agreement in substantially the form submitted, and the City is hereby authorized to execute the Agreement.

2. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom, and additions thereto as may be necessary and appropriate and approved by the City officials authorized by a resolution of the City to execute the Agreement. The execution of the Agreement shall be conclusive evidence of the approval of the Agreement in accordance with the terms hereof.

ADOPTED this 13th day of November 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

8-2-23 WLO CLEAN

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF LA CRESCENT, MINNESOTA

AND

31 SOUTH WALNUT LLC

This document drafted by:

WIESER LAW OFFICE, P.C.
Al Wieser, III
33 South Walnut Street
Suite 200
La Crescent, MN 55947

Table of Contents

Page

ARTICLE I	DEFINITIONS.....	3
Section 1.1.	Definitions	3
ARTICLE II	REPRESENTATIONS AND WARRANTIES.....	5
Section 2.1.	Representations and Warranties of the City	5
Section 2.2.	Representations and Warranties of the Developer	5
ARTICLE III	UNDERTAKING BY DEVELOPER AND CITY.....	
Section 3.1.	Development Property and Sits Improvements.....	
Section 3.2.	Limitations on Undertaking of the City.....	
Section 3.3.	Reimbursement: TIF Note	ARTICLE
	IV	CONSTRUCTION OF
	PROJECT.....	7
Section 4.1.	Construction of Project.....	7
Section 4.2.	Construction Plans.....	7
Section 4.3.	Completion of Construction	8
ARTICLE V	INSURANCE.....	9
Section 5.1.	Insurance.....	9
Section 5.2.	Relationship to Mortgagee	10
Section 5.3.	Condemnation.....	11
Section 5.4.	Reconstruction or Payment.....	11
ARTICLE VI	EVENTS OF DEFAULT	12
Section 6.1.	Events of Default Defined	12
Section 6.2.	Remedies on Default	12
Section 6.3.	No Remedy Exclusive	13
Section 6.4.	No Implied Waiver.....	13
Section 6.5.	Agreement to Pay Attorney's Fees and Expenses.....	13
Section 6.6.	Indemnification of City	13
ARTICLE VII	OTHER COVENANTS	15
Section 7.1.	Real Property Taxes	15
ARTICLE VIII	ADDITIONAL PROVISIONS	16
Section 8.1.	Restrictions on Use.....	16
Section 8.2.	Conflicts of Interest	16
Section 8.3.	Titles of Articles and Sections.....	16
Section 8.4.	Notices and Demands	16
Section 8.5	City Expense.....	17

Table of Contents
(continued)

	Page
Section 8.6. Counterparts	17
Section 8.7. Law Governing.....	17
Section 8.8. Expiration	17
Section 8.9. Provisions Surviving Rescission or Expiration	17
Section 8.10. Assignability of Agreement.....	17
EXHIBIT A Description of Development Property	A-1
EXHIBIT B Form of TIF Note.....	B-1
EXHIBIT C Site Improvements	C-1

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2023, by and between the City of La Crescent, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and 31 South Walnut LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Municipal Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 1-9 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, the reimbursement by the City for costs of the acquisition of the Development Property and the construction of Site Improvements incurred by the Developer for a redevelopment project are objectives of the Development Program and Tax Increment Financing Plan; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, a major objective of the Development Program and Tax Increment Financing Plan is to assist redevelopment and prevent the further deterioration of land located within the Development District; and

WHEREAS, the City believes that the development, acquisition and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law; and

WHEREAS, creation and retention of jobs is not a goal of this Agreement and the City will not require setting the wage and job goals for the Project; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of La Crescent, Minnesota, its successors and assigns;

County means Houston County, Minnesota;

Developer means 31 South Walnut LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property included in Municipal Development District No. 1 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 6.1 hereof;

Note Payment Date means August 1, 2026, and each February 1 and August 1 of each year thereafter to and including February 1, 2041; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the acquisition, construction and equipping of a mixed commercial use building of approximately 4,800 square feet including two (2) residential housing units on the second floor, among other amenities, on the Development Property located in the City;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Tax Increment District which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177 for any year;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-9 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on March 22, 2021, and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (31 South Walnut LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, government order or law, national or regional emergency, disease, pandemics or epidemics.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted, and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so, is not in violation of any provisions of its articles of organization, member control agreement, operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The Developer shall commence construction by May 1, 2024, and substantially complete the construction of the Project by December 31, 2024, subject to Unavoidable Delays.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and a portion of the costs of the Site Improvements as provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Development Property and Site Improvements. The parties agree that the acquisition of the Development Property and the construction of the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the construction of the Site Improvements shall be paid for by the Developer. The City shall reimburse the Developer for the lesser of (a) \$195,000, or (b) the actual costs of the acquisition of the Development Property and the construction of the Site Improvements actually incurred and paid for by the Developer (the "Reimbursement Amount") as further provided in Section 3.3 hereof.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1(1), the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1(1), if the City, at the time or times such payment is to be made, is entitled under Section 6.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: TIF Note. The City shall reimburse the Developer the Reimbursement Amount through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when (a) the requirements in Article IV of this Development Agreement have been satisfied and the Building Plans as described in such Section have been approved by the City, (b) the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and a certificate of occupancy has been issued by the City for the Project, and (c) that the Developer has incurred and paid all costs of the construction of the Site Improvements, as described in and limited by Section 3.1(1) and shall have submitted paid invoices for the costs of the Site Improvements and a settlement statement or other evidence of the payment of the costs of the acquisition of the Development Property in an aggregate amount that is not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 4.00% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, from the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only the Tax Increments shall be used to pay the principal and interest on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (a) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and in such event the City's obligation to make payments on the TIF Note shall be suspended unless the Agreement has been rescinded until the Event of Default is cured and (b) this Agreement shall not have been rescinded pursuant to Section 6.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as City Attorney or their assigns for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

ARTICLE IV

CONSTRUCTION OF PROJECT

Section 4.1. Construction of Project. The Developer agrees that they will cause the Project on the Development Property to be constructed substantially in conformance with the approved Construction Plans. The Developer agrees that the scope and scale of the Project to be constructed shall not be significantly less than the scope and scale of the Project as detailed and outlined in the Construction Plans.

Section 4.2. Construction Plans. The Developer shall cause to be provided to the City Construction Plans, which shall be subject to approval by the City as provided in this Section 4.2. The Construction Plans shall provide for the Project to be constructed on the Development Property, and shall be in conformity with this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Project; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulation of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Construction Plans must be rejected in writing by the City within thirty (30) days of submission or shall be deemed to have been approved by the City. If the City rejects the Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within thirty (30) days after receipt by the Developer of written notification of the rejection, accompanied by a written statement of the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 4.2. The provisions of this Section 4.2 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City; provided, however, that in any event the Developer shall submit Construction Plans which are approved prior to reconveyance of the Development Property to the Developer by the City or commencement of construction of the Project. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the approval criteria listed in this Section 4.2 with respect to the original Construction Plans and do not constitute a material modification to the scope, size or use of the Project or to the site plan therefor, the City

shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the City unless rejected in writing within ten (10) days by the City with a statement of the City's reasons for such rejection.

Section 4.3. Completion of Construction. Subject to Unavoidable Delays the Developer shall have substantially completed the Project on or before December 31, 2024. All work with respect to the Project to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans as submitted by the Developer and approved by the City.

The Developer agrees that it shall cause to be allowed designated representatives of the City to enter upon the Development Property during the construction of the Project to inspect such construction during normal working hours, on reasonable advance written notice of such inspection.

ARTICLE V

INSURANCE

Section 5.1. Insurance.

(1) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Project (and, from time to time at the request of the City, furnish the City with certificates of insurance on):

(a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available on the so-called "all risk" form of policy; the interest of the City shall be protected by naming the City as an additional named insured;

(b) Commercial general liability insurance (including operations, premises, "X.C.U." where applicable, Products/Completed Operations, Contractual Liability, Broad Form Property Damage and Independent Contractors with limits against bodily injury and property damage of not less than \$1,000,000, together with excess umbrella limits of not less than \$1,000,000;

(c) Worker's compensation insurance, with statutory coverage; and

(d) Railroad protective policy, if any required.

(2) Upon completion of construction of the Project and prior to the expiration of this Agreement, the Developer shall maintain, or cause to be maintained, at its cost and expense, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Project. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Project (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. All policies evidencing insurance required by this subparagraph (i) with respect to the Project shall be carried in the name of the Developer. The City and the holder of the first mortgage will be represented on such policies, as their respective interests may appear.

(b) Commercial general public liability insurance, including personal injury liability for injuries to persons and/or damages to property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development

Property, in the minimum amount for each year of \$1,000,000 (together with excess umbrella limits of not less than \$1,000,000).

(c) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(3) All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer shall deposit annually with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or materially modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. As soon as reasonably possible, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(4) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. Subject to the provisions of any first mortgage, Net Proceeds of any insurance shall be paid directly to the Developer, and the Developer will forthwith repair, reconstruct and restore the Project to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

(5) The Developer shall complete the repair, reconstruction, and restoration of the Project, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient.

Section 5.2. Relationship to Mortgagee.

(1) The provisions of Section 5.1 shall be subject to the subordination, modification and waiver provisions of subsection (2) below but shall otherwise remain in full force and effect with respect to the Developer's obligations to maintain insurance, notify the City of any casualty and reconstruct the Project upon such casualty unless provision is made to the satisfaction of the City for the reimbursement of all public redevelopment costs incurred by the City in connection with the Project.

(2) In order to facilitate the obtaining of financing for the construction of the Project, the City agrees that they shall agree to any reasonable modification of this Article V, intercreditor agreement or waiver of its rights hereunder to accommodate the interests of the holder of the first mortgage, provided, however, that the City determines, in their reasonable judgment, that any such modification(s) will adequately protect the legitimate interests and security of the City with respect to the Project.

Section 5.3. Condemnation. In the event that title to and possession of the Project or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the this Agreement shall remain in effect, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.4. Reconstruction or Payment. Upon receipt of any condemnation award or property insurance proceeds, the Developer shall use the entire condemnation award to reconstruct the Project (or, in the event only a part of Project have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Tax Increment District; provided, however, that the Developer may instead elect to pay to the City out of the condemnation award or property insurance proceeds, if and to the extent any such condemnation award or property insurance proceeds are sufficient for such purpose an amount to redeem the Bonds at their earliest call date.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions, and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6.6. Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in

this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4j. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4j.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE VII

OTHER COVENANTS

Section 7.1. Real Property Taxes. Prior to the expiration of this Agreement, the Developer shall pay all real property taxes payable with respect to the Development Property until title to the property is vested in another person.

The Developer agrees that prior to the expiration of this Agreement:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement.

(4) It will not seek a reduction in the market value as determined by the Houston County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remain outstanding.

ARTICLE VIII

ADDITIONAL PROVISIONS

Section 8.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a mixed commercial use building of approximately 4,800 square feet including two (2) residential housing units on the second floor and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 8.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 8.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

31 South Walnut LLC
Attention: Troy Nolop
25 South Walnut Street
La Crescent, MN 55947

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of La Crescent, Minnesota
Attention: Administrator
P.O. Box 142
315 Main Street
La Crescent, MN 55947

with a copy to:

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

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 8.5. City Expense. Developer agrees to reimburse City one-half (1/2) of the actual cost of services provided by Northland Securities, Inc., not to exceed Four Thousand Five Hundred 00/100 Dollars (\$4,500.00). Reimbursement to be made prior to September 29, 2023.

Section 8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.7. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 8.8. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2038, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 8.9. Provisions Surviving Rescission or Expiration. Sections 6.5 and 6.6 shall survive any rescission, termination, or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 8.10. Assignability of Agreement. This Agreement may be assigned only with the consent of the City. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF LA CRESCENT, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of La Crescent, Minnesota and 31 South Walnut LLC.

31 SOUTH WALNUT LLC

By _____
Its _____

This is a signature page to the Development Agreement by and between the City of La Crescent, Minnesota and 31 South Walnut LLC.

EXHIBIT A

Description of Development Property

THE NORTH FORTY (40) FEET OF LOT SIX (6) IN BLOCK SEVEN (7) OF MANTON
PLAT IN THE CITY OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.

Tax Parcel No. 25-0046-000

EXHIBIT B

Form of TIF Note

No. R-1

\$195,000.00

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HOUSTON
CITY OF LA CRESCENT

TAX INCREMENT REVENUE NOTE
(31 SOUTH WALNUT LLC PROJECT)

The City of La Crescent, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to 31 South Walnut LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$195,000 as provided in that certain Development Agreement, dated as of _____, 2023, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of four and no hundredths percent (4.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2041, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of 90% the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from Tax Increments (as defined in the Development Agreement) derived from the City's Tax Increment Financing District No. 1-9 (the "Tax Increment District") within its Municipal Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 6.2(2) thereof, on the date the Tax

Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date with the option of the City, in whole or in part, and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of La Crescent, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 2023.

Administrator

Mayor

**DO NOT DATE AND EXECUTE UNTIL COMPLIANCE WITH THE PROVISIONS OF
SECTION 3.1(3).**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of _____, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF ADMINISTRATOR</u>
31 South Walnut LLC Attention: Troy Nolop 25 South Walnut Street <u>La Crescent, MN 55947</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements

#3.3



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: November 7th, 2023

Re: Carbon Reduction Program Funds and Resolution November 2023

La Crescent has been awarded \$12,000 in Carbon Reduction Funds through the La Crosse Metropolitan Planning Organization and MnDOT for 2023 and 2024. The CRP funds require a 20% match. The funds will be provided to the city for 4 years (2023-2026). Funds are likely for 2027, but not guaranteed. The city is proposing to use those funds to add a fully electric police cruiser. The city can only use the funds to lease the electric police cruiser. We are requesting that the city council approve the MnDOT resolution. A copy of the MnDOT Agency Agreement is also included. The local match will be built into future general fund budgets. The cost to equip the new police cruiser will come from the public safety aid that the city will be receiving in 2024. The city attorney is reviewing the lease agreement with NCL capital.

RESOLUTION NO. 11-23-48

A RESOLUTION APPROVING THE CITY OF LA CRESCENT TO ENTER INTO A
MNDOT AGREEMENT WITH THE STATE OF MINNESOTA, DEPARTMENT OF
TRANSPORTATION FOR CARBON REDUCTION PROGRAM FUNDS

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of La Crescent to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor, Mike Poellinger and City Administrator, Bill Waller are hereby authorized and directed for and on behalf of the City of La Crescent to execute and enter into an agreement with the commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 236-080-004, a copy of which said agreement was before the City Council and which was made a part hereof by reference.

ADOPTED this 13th day of November, 2023.

SIGNED:

Mayor

ATTEST:

City Administrator



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN PROJECT AND ADVANCE CONSTRUCTION

State Project Number: 236-080-004FAIN Number: CRP 2823(290)

This Agreement is entered into by and between La Crescent ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1052044) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and
3. The Local Government is proposing a federal aid project to lease an electric vehicle hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal years 2023 and 2024, and is identified in MnDOT records as State Project 236-080-004, and in Federal Highway Administration ("FHWA") records as Minnesota Project CRP 2823(290); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. The Assistance Listing Number (ALN) for this project is 20.205 and
9. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS**1. Term of Agreement**

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five

(5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052044), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052044), which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

- 4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$ 30,000.00. The remaining share will be paid by the Local Government. 80% of the costs will be eligible for Carbon Reduction Program funds for a total of \$24,000.00 federal funds.
- 5.1.1. Of these federal funds, \$ 12,000.00 is available in federal fiscal year 2023.
- 5.1.2. Of these federal funds, \$ 12,000.00 is available in federal fiscal year 2024.
- 5.2. The estimated cost of the Project is \$30,000.00.
- 5.2.1. It is anticipated that 80% (up to \$24,000.00 capped) of the cost of the Project is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.2.2. Costs incurred as of the federal authorization date of 09/07/2023 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
- 5.2.3. Eligible cost and expense, if approved, may consist of the cost of leasing electric vehicles.
- 5.2.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental

expenses of the Local Government are not eligible for federal participation.

- 5.2.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.
- 5.2.6. For costs expected to exceed \$30,000.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.
- 5.3. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 5.3.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 5.3.2. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2023 for federal fiscal year 2024 funds. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
 - 5.3.3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A detailed breakdown of costs with supporting invoices and documentation.
 - (b) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and Local Government participation can be applied to the total costs.
- 5.4. **Reimbursement.** Reimbursement of costs under this Agreement will be based on actual costs, but limited to eligible items.
 - 5.4.1. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
 - 5.4.3. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
 - 5.4.4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or her successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Tyler Benish, or his successor.

Title: Public Works Director

Phone: 507-895-2037

Email: tbenish@cityoflacscent-mn.gov

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

7.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.

7.2. **Amendments.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original Agreement, or their successors in office.

7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

7.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting **original** documents to electronic records.

7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving **federal** or state awards.

8. Liability and Claims

8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.
10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination; Suspension**
- 13.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has

been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. Termination for Insufficient Funding. MnDOT may immediately terminate this Agreement if:

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

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

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

- 14. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the

contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. **Buy America.** Local Government will ensure that all steel or iron products or materials permanently incorporated into the Project are in compliance with 23 U.S.C. 313 and 23 CFR 635.410 (commonly known as "Buy America"). Local Government will require the application of Buy America in all contracts eligible for federal assistance under Title 23 of the United States Code ("Title 23") and within the scope of a finding, determination, or decision under the National Environmental Policy Act ("NEPA"), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with federal funding provided under Title 23. The Project is applicable for the limited waiver of Buy America Requirements for De Minimis Costs & Small Grants that was signed 8/16/2023 (Docket #DOT-OST-2022-0124).
18. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
 - 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must

report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Federal Funding Accountability and Transparency Act (FFATA).**

18.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.4.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 18.4.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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CITY OF LA CRESCENT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

3.4



WIESER LAW OFFICE, P.C.

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

KELLY M. IVERSON
AL "SKIP" WIESER, III

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

AL WIESER, JR.
Emeritus

TO: Mayor and City Council
CC: Bill Waller, City Administrator
FROM: Skip Wieser, City Attorney
DATE: November 2, 2023
RE: Annexation – 1755 County 6

Attached for Council consideration find a Petition requesting annexation signed by the property owners at 1755 County 6. The property owners are petitioning to be annexed to the City of La Crescent. They are further requesting City services. The property abuts the City's northeasterly, southwesterly and westerly boundaries, and the City's northerly boundary of County 6. The property meets the criteria for annexation by Ordinance pursuant to Minn. Stat. § 414.033, Subd. 2(3). Before the adoption of the Ordinance the City needs to hold a Public Hearing and provide 30 days written notice to La Crescent Township and contiguous property owners. We are proposing that the Petition be accepted and that the Public Hearing be scheduled for December 18, 2023 at 5:00 p.m.

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF LA CRESCENT, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Council of the City of La Crescent, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by:

- ☐ the sole property owner; or
- ☒ all of the property owners (If the land is owned by both husband and wife, both must sign the petition to represent all owners.)

of the area proposed for annexation to annex certain property described herein lying in the Township of La Crescent to the City of La Crescent, County of Houston, Minnesota.

The area proposed for annexation is described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 104, RANGE 4, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9, AS MONUMENTED BY A HOUSTON COUNTY MONUMENT; THENCE SOUTH 89 DEGREES 52 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 577.32 FEET; THENCE SOUTH 26 DEGREES 27 MINUTES 28 SECONDS WEST, 223.48 FEET; THENCE NORTH 55 DEGREES 31 MINUTES 17 SECONDS WEST, 468.04 FEET TO A ONE-HALF INCH IRON PIPE MONUMENT; THENCE NORTH 55 DEGREES 53 MINUTES 13 SECONDS WEST, 230.25 FEET TO A ONE-HALF INCH IRON PIPE MONUMENT AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 34 DEGREES 00 MINUTES 51 SECONDS EAST, 190.97 FEET TO A ONE-HALF INCH IRON PIPE MONUMENT; THENCE NORTH 60 DEGREES 26 MINUTES 26 SECONDS WEST, 93.84 FEET TO A ONE-HALF INCH IRON PIPE MONUMENT; THENCE NORTH 28 DEGREES 24 MINUTES 19 SECONDS EAST, 183.67 FEET TO THE CENTER LINE OF HOUSTON COUNTY HIGHWAY NO. 6; THENCE NORTH 59 DEGREES 42 MINUTES 30 SECONDS WEST, ALONG SAID COUNTY HIGHWAY CENTER LINE, 199.21 FEET TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN BOOK 165 OF DEEDS, PAGE 207, HOUSTON COUNTY, MINNESOTA; THENCE SOUTH 00 DEGREES 20 MINUTES 16 SECONDS EAST, ALONG SAID LAST INTERSECTED EXTENDED LINE, AND ALONG SAID EASTERLY LINE OF THE PROPERTY DESCRIBED IN BOOK 165 OF DEEDS, PAGE 207, A DISTANCE OF 429.51 FEET TO THE INTERSECTION OF A LINE BEARING NORTH 56 DEGREES 53 MINUTES 13 SECONDS WEST FROM THE POINT OF

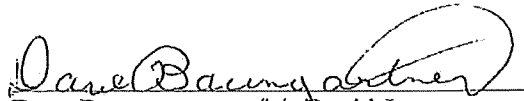
BEGINNING; THENCE SOUTH 56 DEGREES 53 MINUTES 13 SECONDS EAST, ALONG SAID LAST INTERSECTED LINE, 67.94 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT OF WAY OF SAID COUNTY HIGHWAY NO. 6 ON THE NORTHEAST.

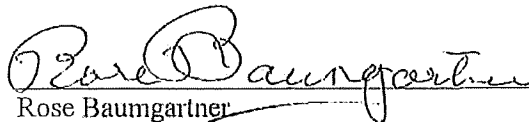
1. There are six (6) property owners in the area proposed for annexation. (If a property owner owns more than one parcel in the area proposed for annexation, he/she is only counted once as an owner - the number of parcels owned by a petitioner is not counted.)
2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.
3. Said property is unincorporated, abuts on City's northeasterly, southwesterly and westerly boundaries, and the City's northerly boundary of County 6, and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 1.302 acres.
5. The reason for the requested annexation is to be provided with City sewer.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of La Crescent, Minnesota.

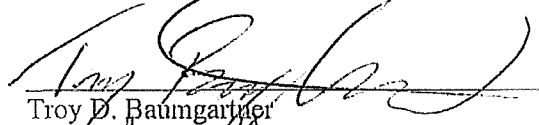
Dated: 9-28-2023, 2020


Dave Baumgartner, a/k/a David J.
Baumgartner

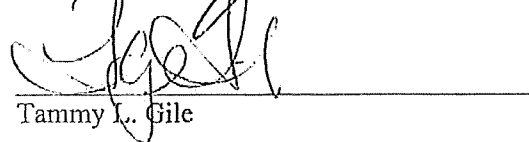
Dated: 9-29-2023, 2020


Rose Baumgartner

Dated: 10.22.23, 2020


Troy D. Baumgartner

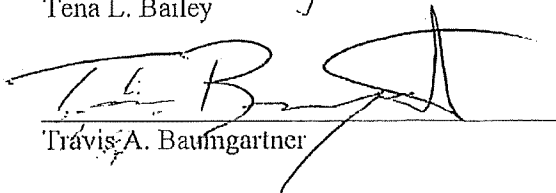
Dated: 10/26/23, 2020


Tammy L. Gile

Dated: 10-4-2023, 2020


Tena L. Bailey

Dated: 10/27/23, 2020

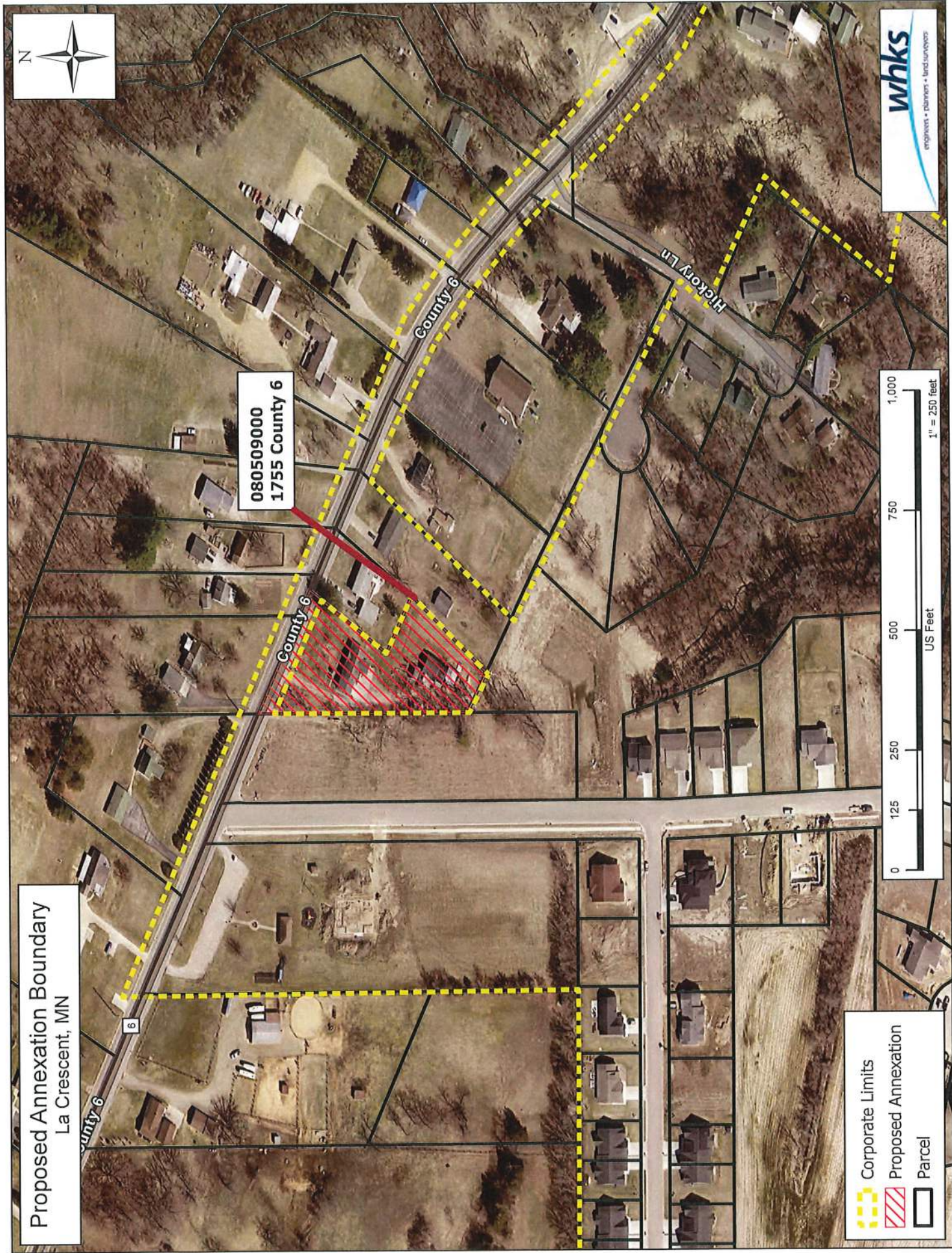
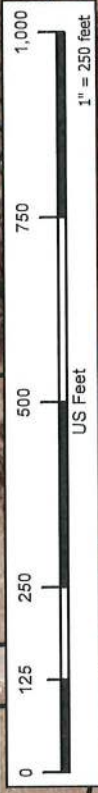

Travis A. Baumgartner

Proposed Annexation Boundary
La Crescent, MN



080509000
1755 County 6

- Corporate Limits
- Proposed Annexation
- Parcel



#3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: November 8, 2023
RE: Park Use Ordinance

Bill

Attached for review and consideration by the City Council is an ordinance regulating parks, playgrounds, and public grounds. The City's Park & Recreation Commission has reviewed the ordinance, and is recommending that the City Council adopt the ordinance as proposed. A park use ordinance was one of the recommendations that was included in the updated Comprehensive Park & Recreation Plan that was adopted by the City Council in 2022.

Assuming that the City Council adopts the ordinance by motion, we would suggest a second motion to authorize a summary publication.

CITY OF LA CRESCENT, MINNESOTA

ORDINANCE NO. 577

AN ORDINANCE REGULATING PARKS, PLAYGROUNDS, AND PUBLIC GROUNDS

The City Council of the City of La Crescent, Minnesota hereby ordains as follows:

PARKS, PLAYGROUNDS, AND PUBLIC GROUNDS

APPLICATION.

This Section shall apply to all parks, playgrounds and public grounds owned by or otherwise under the control of the city council within the municipal boundaries of the city, irrespective of whether or not any such lands are open to the unsolicited use thereof by city residents or other persons.

HOURS OF USE.

Unless otherwise posted, no person shall be present in or located upon any park, playground or other public ground, including parking areas appurtenant thereto, between the hours of 11:00 p.m. and 5:00 a.m. without the express written approval of the city council; provided, that this section shall not apply to persons who, without delay, are traveling through such parks, playgrounds, or public grounds upon established walks, paths and streets.

USES PROHIBITED.

- (A) No person not an employee of the city shall pick or cut any wild or cultivated flower or cut, break or in any way injure or deface any tree, shrub or plant or otherwise disturb or disrupt the soil or grounds of such public areas unless prior approval is obtained from the city.
- (B) No person not an employee of the city shall plant any wild, cultivated or exotic tree, shrub or plant.
- (C) No person shall kill, pursue, injure, molest, disturb or have in possession any species of wildlife including birds, waterfowl or other animals found within the confines of the park.
- (D) No person shall operate a motorized or electrified vehicle in any city park or trail, except on designated roadways and parking lots.
- (E) No person shall start any fire in any such public area.
- (F) No person shall tamper with, climb, deface, destroy, disturb, damage or remove any part of any park building, sign, light, table, grill, shelter, equipment or other property found therein.
- (G) No person shall disregard or fail to comply with any posted regulations, directional signs, barriers or other control devices located within any city park or public ground.

- (H) No person shall deposit, allow to accumulate or dispose of any inorganic waste in or upon a stated public area, except to place same in garbage receptacles provided therefor.
- (I) No person shall engage in boisterous, disruptive behavior, or excessively loud music or noise within or upon any stated public area or otherwise conduct himself so as to unreasonably disturb or aggravate another person or persons.
- (J) No person shall erect or place in any or upon any stated public area a tent, camping equipment or other temporarily located structure, nor shall any person leave any vehicle or movable structure which could be used for the purpose of overnight camping unless approved by the La Crescent City Council. No staking is allowed of said structures without written approval from the city.
- (K) No person shall place or erect any sign or advertisement on any park land, trees, structures or equipment located therein without prior approval of the City.
- (L) No person shall cast, deposit, throw, damage, lay, place or scatter upon any of the stated public areas, or in or upon any water located therein or adjacent thereto, any cigars, cigarettes, glass, bottles, nails, tacks, wire, crockery, cans or any other refuse matter. No person shall have in his possession any glass or other objects easily fragmented in or upon any water located within the park.
- (M) No person shall possess, consume or otherwise provide to others any controlled substance in any park, playground or public ground.
- (N) All dogs while within any park shall be on a leash and the person in control of the dog shall have in possession tools or equipment suitable for the sanitary pick-up, removal and disposal of all dog fecal matter.
- (O) No person shall possess, ride, or drive a horse in any park, playground, or public ground.
- (P) No person shall utilize any park, playground, or public ground for a for-profit enterprise unless in conjunction with a City approved event.
- (Q) Hunting with the use of a weapon is not permitted, and deer stands are not allowed to be installed on City property.
- (R) No person shall sell liquor in any park or public ground owned by or otherwise under control of the City unless in compliance with City of La Crescent Ordinance No. 543.
- (S) No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place in compliance with City of La Crescent Ordinance No. 572.
- (T) No person shall use any form of tobacco at or on any public grounds owned by the City of La Crescent.

VIOLATION; PENALTY.

- (A) Any person violating any of the provisions of this article shall be guilty of a misdemeanor.
- (B) Any person violating any of the provisions of this article may be expelled or ejected at

such time from a park at the discretion of a law enforcement officer.

SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

The City may establish hours of operation or other rules or regulations regarding specific parks by future action of the City Council.

Section 2. This ordinance shall become effective upon its passage and publication.

REPEAL.

Upon adoption and publication of this ordinance, any ordinance inconsistent is repealed.

ADOPTED this 13th day of November 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

3.6



WIESER LAW OFFICE, P.C.

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

KELLY M. IVERSON
AL "SKIP" WIESER, III

AL WIESER, JR.
Emeritus

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

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator (via email)
Tim Hruska, City Engineer (via email)
Josh Tarrence, Assistant Building Official (via email)
Larry Kirch, Community Economic Development Coordinator (via email)

FROM: Skip Wieser, City Attorney

DATE: November 6, 2023

RE: Horse Track Meadows North

Attached find the following:

1. Request for Proposals ("RFP") for sale of City owned property commonly known as Horse Track Meadows North. The intent would be to post this RFP at the same locations where we post meeting notices and notify parties that have expressed interest in the property by mailing the RFP to them. We would also post the RFP on the City's website and social media account.
2. Summary Notice for Newspaper.
3. Draft Purchase Agreement. The purchase agreement would be finalized upon approval of a proposal.

Proposed calendar of timeframes is contemplated as follows:

1. November 13, 2023 – City Council approval date.
2. November 20, 2023 – RFP mailed to prospective purchasers.
3. December 1, 2023 & December 8, 2023 – Newspaper publication dates.
4. January 5, 2024 by 4:00 p.m. – Submission Date
5. January 22, 2024 – Council Consideration.
6. March 1, 2024 – Proposed Closing Date at Wieser Law Office.

We will review the above with the City Council at this November 13, 2023 meeting.

City of La Crescent, Minnesota
Request for Proposals
Sale by City of Real Property
Horse Track Meadows North (25.2229.000)

Proposal Submission Deadline: January 5, 2024

Introduction and Overview:

The City of La Crescent (the "City") is exploring the potential sale and development of real property owned by the City located at the intersection of Trifecta Avenue and County Road 6 in the City. The property consists of Houston County Tax Parcel No. 25.2229.000. On September 11, 2023, the City approved a ten (10) lot plat for Horse Track Meadows North ("HTM-N"). The property has a current zoning classification of R-2. A copy of the plat of HTM-N and grading and utility plans are posted on the City's website at www.cityoflacrescent-mn.gov/ or can be obtained by contacting the City at the information below.

At this time, the City is considering selling the Property to benefit La Crescent taxpayers through the Property purchase price, but also the tax base proposed to be added. The Property will not be sold for speculative purposes. Proposals will be evaluated on a number of factors, including but not limited to:

1. The purchase price offered for the Property.
2. Quality of development offered in the Property proposal.
3. Compliance with City Zoning Requirements including setbacks, driveway, building design, landscaping, etc.
4. Proposed cost of construction.

Please note that the property shall be used for construction of two-family dwelling units.

The City will accept proposals until 4:00 p.m. on January 5, 2024 (the "Due Date").

The City reserves the right to waive any irregularity or defect in any submission, request clarification or additional information regarding Proposals, to cancel this RFP, and to reject any and all Proposals, reject parts of Proposals, and negotiate modification of Proposals at its sole discretion for purposes of finalizing and executing a purchase agreement. The City shall assume no liability for expenses incurred by a Bidder in replying to this RFP.

RFP Timeline:

- November 13, 2023: Approval Date
- January 5, 2024: Proposals due by 4:00 p.m. Submit to bvaller@cityoflacrescent-mn.gov or deliver to City Hall at 315 Main Street, La Crescent, MN in an envelope labeled "HTM-N".
- January 22, 2024: Proposals reviewed by La Crescent City Council. NOTE: If the City Council elects to proceed with a proposal such decision will be subject to the negotiation and execution of a satisfactory purchase agreement.

Proposal Packages must include:

- Proposed developer name, address, contact information and key personnel in the proposed project.
- Proposed development plan narrative outlining the proposed use of the Property, timing of development completion, demonstration of use compatibility with R-2 zoning and building regulations.
- An offer of payment for the Property including all payment terms and earnest money/down payment amount.
- A statement indicating how your Proposal represents the highest price and/or highest value to the City in terms of direct or indirect financial, economic, or community benefits.
- Bidder's background and summary of similarly completed projects.
- Detailed Action Plan
 - ♦ Construction cost estimate
 - ♦ Timeline; For construction of all units. Construction must commence within four (4) months of signed purchase agreement.
 - ♦ A draft purchase agreement can be obtained by contacting the City Administrator, Bill Waller, at the contact information below.

Please review the evaluation criteria when responding. Failure to provide any of the above requested information may result in disqualification of Proposal. The City reserves the right to request additional information pertaining to the Proposal Package or any other matters related to the Request for Proposal.

Method of Award and Selection Criteria

Complete responses to the RFP will be evaluated by City staff and consultants. City staff and consultants may make a recommendation to the City Council. Responses will be reviewed by the City Council and upon approval, the City Council will enter into a purchase agreement.

The selection criteria will include, but not be limited to, the following:

- Completeness of the Proposal Package.
- Proposal recognized the highest value to the City.
- Proposal meets or exceeds standards of Zoning Regulations.
- Proposal timing is achievable and favorable.

Terms and Conditions

Bidders shall be responsible for their own due diligence in preparing a Proposal. No representation or warranty is made by the City with respect to the condition of the Property, the suitability of the Property for a Bidder's potential use or the information provided herein.

1. Bidders shall be responsible for the accuracy of the information they provide to the City in connection with this RFP.

2. The City Council reserves the right to reject any and all Proposals, to waive any irregularities or defects in any Proposal, to issue additional RFPs, and to either substantially modify or terminate the proposed sale at any time prior to final execution of a Purchase Agreement.
3. The City shall not be responsible for any costs incurred by a Bidder in connection with the preparation, submission or presentation of its Proposal.
4. Nothing contained herein shall require the City to enter into exclusive negotiations with any Bidder and the City reserves the right to amend, alter and revise its own criteria in the selection of a Bidder without notice.
5. The City reserves the right to request clarification of information submitted in a Proposal and to request additional information from any Bidder.
6. The City will not accept any Proposal after the time and date specified in this RFP.
7. The City Council retains the sole discretion in the selection of a successful Proposal, if any.
8. Upon selection of a Proposal, the City shall enter into negotiations with the successful Bidder for a Purchase and Development Agreement with terms and conditions acceptable to the City. Until the execution of the contract, the City is under no obligation to sell the Property and it reserves the right to cease negotiations at any time and retain the title to the Property. A draft purchase agreement is attached.
9. HTM-N is currently not charged real estate taxes. Bidder is responsible for contacting Houston County Assessor regarding future property tax obligation.
10. Proposals received will become a matter of public record.

Bill Waller
City of La Crescent Administrator
(507) 895-2595
bwaller@cityoflacrescent-mn.gov
315 Main Street
La Crescent, MN 55947

---Summary Publication---

City of La Crescent, Minnesota

Request for Proposals

Sale by City of Real Property

Horse Track Meadows North (25.2229.000)

Proposal Submission Deadline: January 5, 2024

Overview

The City of La Crescent (the "City") is exploring the potential sale and development of real property owned by the City located at the intersection of Trifecta Avenue and County Road 6 in the City. The property consists of Houston County Tax Parcel No. 25.2229.000. On September 11, 2023, the City approved a ten (10) lot plat for Horse Track Meadows North ("HTM-N"). The property has a current zoning classification of R-2. A copy of the plat of HTM-N and grading and utility plans are posted on the City's website at www.cityoflacrescent-mn.gov/ or can be obtained by contacting the City at the information below.

Please contact City Administrator, Bill Waller, at bwaller@cityoflacrescent-mn.gov or (507) 895-2595 for complete Request for Proposal.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of this _____ day of _____, _____ ("Effective Date") by and between _____, or its assigns, ("Buyer"), and the City of La Crescent, a Minnesota municipal corporation ("Seller") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Seller is offering for sale land located in Houston County, Minnesota, with Tax Parcel No. 25.2229.000 and legally described on Exhibit A (the "Property").

WHEREAS, Seller wishes to sell the Property to Buyer and Buyer wishes to purchase it from Seller subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby covenant and agree as follows:

SECTION I SALE AND PURCHASE

1.1 Purchase and Sale of Property. Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept the following more particularly described land located in Houston County, Minnesota (collectively referred to herein as the "Property"):

- a) the parcel of land located in Houston County, Minnesota which is legally described in Exhibit A attached hereto, together with all rights, privileges, easements, licenses, appurtenances and hereditaments relating thereto (collectively, the "Real Property");

1.2 Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") for the Property is \$ _____ payable as follows:

- a) \$ _____ as earnest money ("Earnest Money") which will be deposited by Buyer with Wieser Law Office, P.C. ("Closing Company") within three (3) days after the Effective Date of this Agreement and disbursed by the Title Company in accordance with Section 5.7 herein. Said earnest money is nonrefundable to Buyer.
- b) The balance of the Purchase Price as adjusted by any prorations and/or credits specified herein will be paid in cash or by wire transfer of immediately available U.S. federal funds on the Closing Date.

1.3 Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") will take place no later than _____. The Closing will take place at Wieser Law Office, P.C. (the "Closing Company"), or such other location as the parties may agree.

SECTION II TITLE

2.1 Title Commitment. Within ten (10) days of the date of this Agreement, Seller will furnish to Buyer a

commitment for an owner's policy of title insurance covering the Real Property (the "Title Commitment"), issued by Wieser Law Office, P.C., agent for First American Title Company with standard exceptions, with searches for special assessments and with an amount of coverage equal to the Purchase Price. The Title Commitment will include a copy of each instrument listed as an exception to title or referred to therein. The service charge for the Title Commitment will be paid by Seller.

2.2 Examination of Title. Buyer will be allowed ten (10) business days after receipt of the Title Commitment for examination of title to the Real Property and making of objections. Objections will be made in writing or be deemed waived. If Buyer does not object to the condition of title as provided above, or if Buyer's title objections have been satisfied or waived, the exceptions of record identified in the Title Commitment (by reference to recorded instruments), shall constitute "Permitted Exceptions" to title.

2.3 Corrections to Title. If any objections to title to the Real Property are made as provided in Section 2.2, Seller will be allowed a period (the "Title Cure Period") in which to cure such objections in its sole and absolute discretion. The Title Cure Period will end thirty (30) days after the date Buyer gives written objection to title under Section 2.2 or such earlier date as Seller may notify Buyer in writing of its unwillingness or inability to cure such objections. Pending correction of title, Closing will be postponed; but upon correction of title or waiver of the specified defects by Buyer, Closing will be held on the date scheduled for Closing or, if later, ten (10) days after the objections are cured or waived. If such objections are not cured by Seller by the expiration of the Title Cure Period and are not waived by Buyer within seven (7) days thereafter, either Buyer or Seller may terminate this Agreement and neither party will have any further obligations under this Agreement.

2.4 Title Insurance. At Closing, Buyer shall receive a policy of title insurance paid for by Seller, with standard exceptions, with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions. Seller shall deliver to the Title Company an Owner's Affidavit and such other documents reasonably required by the Title Company. The Title Commitment shall reflect Buyer as the fee simple title owner of the Real Property (subject only to the standard exceptions and Permitted Exceptions) and the insured under said Title Commitment. Any GAP endorsements shall be paid by Buyer.

SECTION III CLOSING

3.1 Buyer Closing Documents. Buyer will deliver to Seller at Closing:

- a) the balance of the Purchase Price, after prorations and credits, if any;
- (b) a duly executed certificate of Buyer stating that the representations and warranties provided herein are true and correct in all material respects as of the date of Closing;
- (c) any other documents or items required by this Agreement or reasonably requested by Seller which are necessary to carry out the intent of this Agreement.

3.2. Seller Closing Documents. Seller will deliver to Buyer at Closing:

- a) a Warranty Deed duly executed by Seller conveying marketable title of record to the Real Property and Improvements to Buyer;
- b) an affidavit satisfactory to Buyer that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property by or through Seller for which mechanics' liens

- could be filed, and no unrecorded interests in the Property which have not been fully disclosed to Buyer;
- c) an affidavit satisfactory to Buyer that Seller is not a foreign person under Section 1445 of the United States Internal Revenue Code;
 - d) a certificate duly executed by Seller certifying that the representations and warranties set out in this Agreement are true and correct in all material respects as of the date of Closing;

3.3 Delivery of Possession. Seller will deliver possession of the Property to Buyer at Closing, free and clear of any rights or claims of possession by any third party.

SECTION IV CLOSING COSTS

4.1 Closing Costs. Buyer and Seller will each be responsible for its own legal, accounting and other expenses associated with the transaction contemplated by this Agreement up to and including the date final adjustments are made pursuant to this Agreement. Seller will be responsible for any document-recording fees required for correction of title and any state-deed tax required in connection with the transaction. Buyer will pay all other document-recording fees. Buyer and Seller shall split the closing fee and any escrow fees imposed by the Title Company or its closing agent in connection with this transaction. In addition, Seller shall pay the premium for the title insurance policy issued pursuant to the Title Commitment.

4.2 Taxes and Assessments. Seller shall pay all real estate taxes that are due and payable in calendar years prior to the year of Closing and, a pro-rata portion of the real estate taxes due and payable in the year of Closing based on a calendar year proration as of the date of Closing. Any levied or pending special assessments shall be paid in full at or before Closing by Seller. Buyer shall pay all real estate taxes due and payable in calendar years subsequent to the year of Closing and a pro-rata portion of the real estate taxes due and payable in the year of Closing based on a calendar year proration as of the date of Closing.

4.3 Closing Statement. At Closing, Seller and Buyer shall execute a closing statement showing the amount by which the Purchase Price shall be adjusted as of the date of Closing.

SECTION V GENERAL

5.1 Notices. Any notice or other communication under this Agreement will be in writing and will be deemed given when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed

If to Buyer: _____

If to Seller: City of La Crecent
 City Administrator
 315 Main Street
 La Crescent, MN 55947

With copy to: Wieser Law Office, P.C.

Attorney Al Wieser, III
33 South Walnut Street, Suite 200
La Crescent, MN 55947

or to such other address as the party to be addressed shall specify by notice so given.

5.2 Broker Commissions. No broker commission is owed and Buyer warrants to Seller that it did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for Commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based upon any contact, dealings, or communication with Buyer in connection with the transactions contemplated by this Agreement, then Buyer shall defend Seller from such claim, and shall indemnify Seller and hold Seller harmless from any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Seller with respect to the claim. The provisions of this Section 5.2 shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

5.3 Entire Agreement. This Agreement embodies the entire agreement and understanding between Buyer and Seller relating to the transactions contemplated by this Agreement and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought. No warranties or representations have been given by either party to the other that are not fully embodied in this Agreement. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected and will remain in full force and effect.

5.4 Construction. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota.

5.5 Time. Time is of the essence of this Agreement.

5.6 Binding Agreement. This Agreement will be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, representatives, successors and assigns.

5.7 Escrow. The Title Company is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold the same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.

5.8 Counterparts. The parties may execute this Agreement in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or electronic signature shall be deemed the same as an original.

5.9 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof constitutes a waiver of either party's right to demand exact compliance with the terms hereof.

5.10 Amendments. No amendment to this Agreement will be binding on either of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

5.11 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and will for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.

5.12 Default and Remedies.

- a) Buyer's Default. If Buyer defaults under this Agreement, Seller will have the right to terminate this Agreement, after written notice of cancellation. Upon such termination, Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. Seller and Buyer agree that Seller's economic detriment resulting from the removal of the Property from the market and the carrying and other costs incurred thereafter and associated therewith, including any costs to be incurred by Seller in order to satisfy the conditions of escrow set forth herein, are impracticable or extremely difficult to ascertain. Seller and Buyer agree that the Earnest Money is a reasonable estimate of such damages in the event of Buyer's failure to perform according to the provisions of this Agreement. Such payment is intended to be liquidated damages and not intended to be a forfeiture or penalty. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for default by Buyer, and Buyer will not be liable for damages or specific performance.
- b) Seller's Default. If Seller defaults under this Agreement, Buyer will have the right, as Buyer's sole and exclusive remedies, to either (1) terminate this Agreement by giving written notice of termination to Seller, whereupon this Agreement will terminate, and upon such termination, all Earnest Money plus interest earned thereon will be refunded to Buyer, whereupon neither party shall have any further obligations hereunder, other than those that survive termination or (2) in lieu of terminating this Agreement, Buyer may maintain a suit for specific performance of this Agreement plus reimbursement of reasonable costs incurred in securing such relief.

5.13 Additional Terms.

- a) The property is being sold "*As-Is*" and "*Where-Is*" with no representations or warranties made by Sellers or Seller's agents. Buyers have had an opportunity to view and inspect the property. Buyer acknowledges that neither Seller nor its agents have made any warranties, implied or expressed, relating to the condition of the property.
- b) Buyer and Seller hereby waive the disclosure requirement of Minnesota Statute § 513.52 to 513.60 ET Seq. Buyer is purchasing the property "*As-Is*".
- c) The Seller certifies that the Seller does not know of any wells on the described real property.
- d) Seller certifies that sewage generated at the property does not go to a facility permitted by the Minnesota Pollution Control Agency and Seller's Disclosure of Individual Sewage Treatment System is attached. Seller does not know if there is an

abandoned individual sewage treatment system on the property.

- e) The property is currently not charged real estate taxes. Buyer will contact the Houston County Assessor to determine future property tax liability.
- f) The property will be used for construction of a two-family dwelling unit. This term will survive closing and delivery of the contemplated deed herein.
- g) Buyer acknowledges Buyer will be solely responsible for water and sewer related connection charges for each unit (total of 10). Estimated amounts are as follows:

1. Water	\$1,000.00
2. Sewer/La Crescent	\$1,255.00
3. Sewer/La Crosse	<u>\$ 730.00</u>
Total	\$2,985.00

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed as of the date first written above.

BUYER:

By: _____
Its: _____

[Faint, illegible text, possibly a watermark or bleed-through]

SELLER:

CITY OF LA CRECENT

By: Mikel Poellinger
Its: Mayor

By: Bill Waller
Its: City Administrator

#3.7



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: November 8, 2023
RE: Authorize Capital Expenditure

Attached for review and consideration by the City Council are the minutes from the October 31, 2023 Fire Cooperative meeting.

The Fire Cooperative is recommending that the City Council approve the purchase of a red 2024 Chevrolet Tahoe from the State bid for \$50,029.16. The vehicle would be used by Josh Tarrence to perform his duties as Fire Marshal/Assistant Fire Chief for the Fire Department along with his duties as the City's Building Inspector.

The Fire Department received \$40,000 in funding from Houston County that would be used for the purchase, with the balance of the purchase price coming from the Fire Department's 2023 operating budget. A portion of the \$233,374 in Public Safety Aid funds that the City will be receiving in December of 2023 will be used to outfit the vehicle.

A letter from the Fire Chief regarding this recommendation is also included.

TO: Community Fire Cooperative Members
FROM: Bill Waller, City Administrator
DATE: November 7, 2023
RE: Meeting Minutes
October 31, 2023

The La Crescent Community Fire Cooperative met at 12:00 noon, on Tuesday, October 31, 2023, in the Conference Room at the La Crescent City Hall. The following members were present: Tom Tornstrom, Cherryl Jostad, Tom Paulson, Mike Poellinger, Roy Lemke, and Bill Waller. Also in attendance were Kara Tarrence and Josh Tarrence.

1. It was the consensus of the Cooperative to approve the minutes of the August 23, 2023 meeting of the Community Fire Cooperative as presented.
2. The Fire Chief provided a summary report to the Cooperative on calls, training, and departmental staffing levels. This was informational and did not require action.
3. The Fire Chief updated the Cooperative on the mitigation activities that were completed regarding the Insurance Services Office (ISO) – Public Protection Classification Report and the determination that the Fire Department would retain an ISO score of 4.
4. The Fire Chief provided an update on the hiring process for new firefighters.
5. The Cooperative reviewed a recommendation from the Fire Chief to purchase a 2024 Chevrolet Tahoe from the State bid for \$49,000 utilizing the \$40,000 that the Fire Department received in funding from Houston County, with the balance of the costs coming from the 2023 Fire Department operating budget. Public Safety Aid funds that the City will be receiving in December of 2023 will be used to outfit the vehicle. It was the consensus of the Fire Cooperative to recommend that the City proceed with the purchase of the vehicle as outlined in the recommendation by the Fire Chief.
6. The Cooperative reviewed the proposed 2024 Fire Department budget, a copy of which was distributed and reviewed at the meeting. It was the consensus of the Fire Cooperative to approve the 2024 budget as presented.
7. City staff reviewed with the Cooperative the City's preliminary plan regarding a new Police/Emergency Operations Center and that a decision to purchase a generator would be delayed until such time that an outline of the proposed building plans are completed.
8. The Cooperative reviewed the joint use of the Community Room for both City and Township public meetings. Both entities agreed that the joint use of the Community Room was meeting the needs of both organizations. Discussion was had regarding purchasing new tables for the Community Room. The new tables would be lighter and easier to move around by one individual.
9. There being no further business to discuss, the meeting was adjourned at approximately 12:54 p.m.



La Crescent Fire/Rescue

Date: 10-19-23

To: Bill Waller, City Administrator

Subject: Vehicle Acquisition

From: Fire Chief, Tom Paulson

We are requesting permission to proceed with the order of a new 2024 Chevrolet Tahoe for the Fire Marshal. The intention would be to use the \$40,000 allocated to the Fire Department from Houston County. Anything above that amount, needed to supplement the purchase would come from the Fire Department 2023 operating budget. The cost of upfitting the vehicle would come out of the Public Safety Aid money that the city will be receiving from the State of Minnesota latter in 2023.

We researched multiple options, to include Chevrolet Tahoe(\$50,029.16), Dodge Durango(\$43,000), Jeep Grand Cherokee(Not Available) and Ford Expedition(\$54,457.76), from the Minnesota State bid equipment site. We feel the Chevrolet Tahoe would be best suited to safely and effectively carry all the equipment needed to respond to emergency calls, fulfill the duties as Building Inspector, as well as being capable of towing any of our needed emergency equipment to include boats, trailers or UTV.

According to the dealer, the window to order and the quantity available for 2024 will be limited.

Thank you for your consideration and support.

Sincerely,

Tom Paulson
Fire Chief
La Crescent Fire Department

#38



TO: Honorable Mayor and City Council Members

FROM: Chris Fortsch, Administrative Assistant

Chris

DATE: November 3, 2023

RE: Gambling Permit Application

The City has received the following gambling permit application:

1. La Crescent Softball Boosters – raffle date is Saturday, February 10, 2024.

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

#39

Bill Waller

From: Jason Ludwigson
Sent: Wednesday, November 1, 2023 1:07 PM
To: Larry Kirch; Josh Tarrence; Bill Waller
Subject: Fwd: Resignation

Fyi from Dave Coleman

----- Forwarded message -----

From: Dave Coleman <colemancustomhomes@gmail.com>
Date: Nov 1, 2023 9:20 AM
Subject: Resignation
To: Jason Ludwigson <jludwigson@cityoflacscent-mn.gov>
Cc:

Hey Jason, Unfortunately I have come to the realization I have too much on my plate. I have enjoyed my time on the planning commission and serving our community in that position. Being a small business owner requires a ton of my time. So I'm finding it hard to have enough time to review our packets with only a handful of days to do so before our meetings. I believe our community deserves more attention than what I'm currently able to give. So I hereby resign from the city of Lacscent planning commission. I would be happy to help again in the future if the opportunity presented itself again. I would like to thank all the other committee members and staff for having me and their dedication to our city. Please pass along to whom it may concern.

Thanks,
Dave Coleman

From: Todd Bille <tjbille@gmail.com>
Sent: Thursday, August 10, 2023 12:20 PM
To: Jason Ludwigson <jludwigson@cityoflacscent-mn.gov>
Subject: Resigning from GreenSteps Committee

Hello Jason,

Due to my erratic travel schedule I have decided that I need to resign from the GreenSteps Committee.

Take care,
Todd

~~~~~  
*Todd J. Bille*, Ed.D., MBA  
+1 (507) 421-5005 - U.S. Mobile

#6.1



**La Crosse County Convention & Visitors Bureau  
In-Person Board Meeting  
Explore La Crosse Office  
123 7<sup>th</sup> Street South  
Tuesday, October 17, 2023  
8:00 a.m.**

**Board of Directors:** Dave Ring, President; Jen Burch, Vice President; Chris Roderique, Treasurer; Stephen Cohen, Secretary; Pete Boese, Pat Stephens, Ryan Johnson, Nathan Franklin, Patrick Barlow, Dan Stevens, Barb Janssen, Cherryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Val Erickson, Vicki Markussen, Brody Meier, Pamela Maas, Leo Silva & John Andersen

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

**Executive Director:** A.J. Frels

**AGENDA**

- 1. Call to Order**
- 2. Introductions**
  - a. Leo Silva – La Crosse County Board
  - b. John Andersen – Best Western Plus, La Crescent
- 3. Community Partners Update**
  - a. DMI
  - b. La Crescent Chamber
  - c. La Crosse Chamber
- 4. Event Center Updates**
  - a. La Crescent Area Event Center
  - b. La Crosse Center
  - c. Omni Center
- 5. Consent Items**
  - a. **Board Minutes**  
September 2023
  - b. **Financial Committee**  
Minutes – October 2023  
Statements – September 2023
  - c. **Community Updates**
- 6. Executive Director's Report – A.J. Frels**

**7. Committees**

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

**8. Old Business**

- a. 2024 Budget Update
- b. 2022 Audit Update
- c. West Salem Board Seat - AmericInn owner, Ravi Chaudhari

**9. New Business**

- a. Sales Reports
- b. Trolley
- c. November Meeting Date (11/21/2023?)
- d. Holiday Gathering In December

**10. Presentation – Jeremiah Burish, Director of Sports Sales**

**11. Adjournment**

**Next board meeting –** Tuesday, November 21, 2023, at 8:00 a.m. at the LCCVB Office at 123 7<sup>th</sup> Street South, La Crosse.





**LA CROSSE COUNTY CONVENTION & VISITORS BUREAU  
BOARD MEETING  
September 19, 2023– 8:00 a.m.**

---

**Board Members:**

**Present:** Dave Ring, Pat Stephens, Kalynn Kruger, Ryan Johnson, Patrick Barlow, Chris Roderique, Dan Wick,  
Dan Stevens, Jen Burch, Brody Meier, Stephen Cohen, Cherryl Jostad, Pete Boese, Vicki Markussen, Barb Janssen,  
Ashley Santolin Elizabeth Poh, Brian Meeter  
**Excused:** Jay Patel, Dan Kapanke, Valerie Erickson, Mary Larson, Kourtnei Alcock, Pamela Maas, Beth Franklin,  
Debbie Hosch, Jay Odegaard, Neal Zygarlicke  
**Absent:** Nathan Franklin

**Others present:**

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

**PROCEEDINGS:**

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

**Consent Items:**

Board minutes-August 2023; Financial Committee Minutes September 2023, August 2023 Statements, and Community Updates.

**MOTION:** To approve the Board minutes-August 2023; Financial Committee Minutes September 2023, August 2023 Statements, and Community Updates. (P. Stephens, V. Markussen) Carried.

**EXECUTIVE DIRECTOR REPORT:**

- We received a tremendous amount of media coverage on the LST 325 shore stop. A special thank you to the La Crosse Park & Recreation team, and Kwik Trip for all their assistance.
- The Wisconsin Department of Tourism La Crosse Convention Center video is now live on the Travel Wisconsin website.
- The 2024 Visitor Guide sales are on track or just a bit higher than last year at this time. Deb is doing a great job.
- This past month we launched the Bluff to Bluff Trolley Experience. Ticket sales are going well, and the marketing department has also started a Bluff to Bluff Sweepstakes.
- AJ will travel to the Destinations Wisconsin annual planning session on September 22<sup>nd</sup> in Oshkosh.
- Explore La Crosse has supplied some talking points for the group attending the La Crosse Chamber's Oktoberfest in the Capital in October. AJ will be out of town attending his son's wedding, and Erik will fill in for AJ at the Capital.
- The team has been reviewing additional distribution routes for the 2024 Visitor Guide, and looking into possible options for reaching into the Minneapolis market.

-We are looking to produce a pocket visitor guide for shows and events. This guide would be on a smaller scale and would include QR codes and URLs to connect people to our website for additional information on the region.

-We have ordered additional banners to use at events and festivals throughout the region.

-Our intern, Taylor, will return and help while Haleigh is out on maternity leave, beginning on October 19<sup>th</sup>.

### **COMMITTEE REPORTS:**

**Membership-** Reports were distributed. Revenue for the month of August is \$9,748.00 budgeted for \$9,500. The next meeting will be held on September 21.

**Grants-** Reports were distributed. Thus far \$57,000 has been awarded in grants. The next meeting is scheduled for September 21.

**Convention/Sales-** The Impact meeting was held last week, and conversations continued on the John Leinen sales training, and how the group can work together.

**Marketing/Media-** No additional items to report on, the next meeting will be held in October before Haleigh is out on maternity leave.

### **OLD BUSINESS:**

-Belonging and Mattering Committee: The committee members include: Jen Burch, Haleigh Doyle, Pamela Maas, Kalynn Krueger, Amanda Goodenough, Matt Evensen and AJ Frels. This committee will meet quarterly, and the first meeting is scheduled for September 27<sup>th</sup>.

-Frothbite 2023: The agreement has been signed and submitted to the La Crosse Center.

- 2024 Budget: The first round of budget meetings for the City of La Crosse took place on September 7<sup>th</sup>. The La Crosse Room Tax commission meeting is scheduled for October 20.

-Audit: The audit remains on hold until Hawkins Ash receives all the information they need from the La Crosse Center in order to complete it.

### **NEW BUSINESS:**

-Board Seats: A couple of changes in the board seats include: Lynn Zielke will be replaced by Johnathan Anderson, Sales Leader at the Best Western La Crescent in the Advisory position. La Crosse County Board member, Leo Silva. AJ will meet with Leo to discuss his role on the board, and his interest. Stephen Cohen will be stepping down early 2024, Pete Boese has agreed to step in as Secretary for the time.

**MOTION:** To accept Pete Boese as the Secretary on the LCCVB Board when Stephen Cohen steps down in January of 2024, for the remainder of his term ending on December 31 of 2024. (D. Wick, J. Burch) Carried.

- La Crosse Airport: AJ and Erik met with Tim Kabat in regards to the La Crosse Airport. They are looking at bringing in a smaller airline that would fly out of La Crosse, possibly twice a week, to such locations as Orlando and Phoenix.

-USA Cycling Gravel National: AJ and Jeremiah did not travel to Nebraska to attend the event. Days before heading out they got word that the contact they had been working with was no longer a part of the event. Both were able to get refunds on the travel arrangements they had made for the trip.



**Presentation-Deb Carlson, Director of Membership & Grants**

**LCCVB Met at The Hatchery for a tour following the meeting.**

**MOTION:** to adjourn at 9:15 am. (P. Stephens, B. Meier) Carried.  
Next Board Meeting Tuesday, October 17th at 8:00am

Respectfully submitted, Michelle Hoch

#6.2

TO: Honorable Mayor and City Council Members  
Park and Recreation Commission Members  
FROM: Bill Waller, City Administrator  
DATE: November 7, 2023  
RE: Meeting Minutes  
October 30, 2023

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, October 30, 2023, in the Wieser Park Pavilion at Wieser Park. The following members were present: Jon Steffes, Paul McLellan, Maseray Bangura, Patti Martell, Marge Loch-Wouters, Diana Adamski and Sarah Wetterlin. Also in attendance were Teresa O'Donnell-Ebner, Chris Fortsch, Tyler Benish, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the September 20, 2023 Park and Recreation Commission meeting as presented.
2. The Commission was updated on the status of the dog park project, and that work was stopped at the location adjacent to South 7<sup>th</sup> Street. The City Council had requested that the Park & Recreation Commission evaluate another potential site and bring back a recommendation to a future City Council meeting. The Commission reviewed a site plan for a dog park located on property owned by the City adjacent to Stoney Point Road and North 1<sup>st</sup> Street. Discussion followed from members of the Commission, and input and comments were received from those in attendance at the meeting. Input was received from approximately 10 of the 20 plus individuals that attended the meeting. As part of the discussion, Sarah DeLacy, representing the DeLacy Family Foundation, reviewed the Foundations pledge/commitment of more than \$100,000 towards all the costs of the improvement project. The Commission agreed to review a location at Vetsch Park as a site for the dog park, and bring back a plan to the next Park & Recreation Commission meeting for review and further discussion
3. The next Park & Recreation Commission meeting will be December 4, 2023. The meeting will be held at the Wieser Park Pavilion.
4. There being nothing further to discuss, the meeting was adjourned at approximately 6:37 pm.

#6.3

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: November 6th, 4:30 p.m.

RE: Meeting Minutes November 1<sup>st</sup> 2023 4:30 p.m.

ATTENDANCE: Jason Ludwigson, Teresa O'Donnell, Jim Nissen, Bob Spencer, Michael Alfieri, and Tyler Benish

MEMBERS NOT IN ATTENDANCE: Bill Waller and Jeremy Wise

#### Minutes

1. The committee discussed new member(s) recruitment.
2. Project updates were provided on the following: Solar PV updates Ice Arena, Pool, Wieser Park Shelter, and Pine Creek Golf Course, CPL Grants – Pine Creek, ReLeaf Community Forestry and Shade Tree Bonding Grants MnDNR, MnDOT Landscape Planting and 1<sup>st</sup> Street Boulevard, Carbon Reduction Program Electric Vehicle(s) – Council Update, WinLac updates – Urban Stormwater Practices – WinLac Rain Garden McIntosh, Stormwater Art/Murals with the Source Water Protection Plan Implementation Grant and Projects and Practices BWSR Grant New Street Sweeper, VW funds EV chargers – MPCA and ZEF energy, Map the Experience Eagles Bluff Park signs, and the Framework for La Crescent's Climate Action Plan. It was suggested by committee members that the Framework for La Crescent's Climate Action Plan include draft wording.
3. The committee discussed the ideas for to promote cleaner and quieter lawn/landscape equipment. The particular focus was on gas powered leaf blowers and trimmers. The committee reviewed data that shows these gas-powered lawn/landscape tools emit pollutants equal to driving hundreds of miles in a gas-powered car. The committee reviewed how other cities approach to this topic. The committee will continue to discuss at future meetings.
4. The committee took no action on a 2023 work plan.
5. Jason Ludwigson reviewed the Home Energy Squad Visits from September 2023. Only one visit was completed. The committee discussed ideas for more effectively sharing information about opportunities like Home Energy Squad Visits with community residents.
7. Jason Ludwigson presented information on the efforts to partner with Hilltopper Recycling, Habitat for Humanity of the Greater La Crosse Area, and the MPCA to conduct a Waste Diversion Case Study during the construction of a new residential or commercial property. Efforts will continue on this project.
8. The committee reviewed sustainable building policy second review. Redline comments will be provided for further reviewing and editing.

9. The committee discussed the ideas for Improving recycling rates/success in city parks. Discussion centered around the purchase more informative labels for each of the existing bins. Purchase and install of these labels will be reviewed by Tyler and Jason.

10. Jason Ludwigson provided an overview of the MN Tree Steward Training Program held on October 14<sup>th</sup> 2023. New residents attended the training and the existing Tree Steward volunteers are working to prune Oak trees over the November-March time period.

11. Adjournment -The meeting was adjourned at 5:54 p.m. by consensus.

cc. Natural Resources Advisory Committee

#6.4

**La Crescent Economic Development Commission Meeting Minutes**  
La Crescent Chamber of Commerce Keep Company Conference Room  
November 6, 2023

- 1: Call to Order: Chair Sara DeLacy called meeting to order at 12:03 p.m.
2. Pledge of Allegiance: The Pledge of Allegiance was recited by the members and city staff.
3. Roll Call: Members Present, Sarah DeLacy, Michael Welch, Troy Nolop, Lori Kadlec, Alan Voss and Brett Kemmer, and ex-officio City Council Member Cherryl Jostad  
  
Members Absent – None  
  
Staff Present - Larry Kirch, Community Development Director, Sam Forth, Keep Company Intern, Brian Meeter, Chamber Executive Director
4. Approval of Agenda: Lori Kadlec made a motion to approve the agenda, seconded by Mike Welch, the motion carried unanimously.
5. Approval of October 16, 2023 Meeting Minutes: A motion was made by Mike, to approve the minutes of the October 16, 2023 meeting, seconded by Troy, the motion carried unanimously.
6. Discussion – Keep Company Business Plan

Larry gave a short introduction about the history of Keep Company and then introduced Sam Forth, Keep Company Intern who had prepared the Business Plan and delivered a presentation outlining the components of the business plan. Sam presented an overview of the presentation followed by more in-depth details on the history of the coworking space and the grants involved in creating the space including launch dates. Sam outlined the mission and goals as well as the description of the coworking space followed by a market assessment and competition assessment. Next, Sam outlined the marketing strategies and tactics to better market the space including a web page, joining the E1 networks and discussing options for partnering with local businesses. Sam presented the information on coworking spaces in Lansing, IA and Red Wing, MN which are known as Lansing Office Works and Ignite Red Wing. Sam presented a comparison of how Keep Company, Lansing Office Works and Ignite Red Wing have structured their space and the fees that they charge. Sam then presented some options for moving the effort forward and action steps. Three options were presented including phasing out the coworking space, further building renovations and joining the Rural Ideas Network and maintaining the space with minor incremental improvements. Finally, Sam presented a draft of an annual budget and then asked if there were questions of the EDC members.

Several members had a few questions on the budget and the remodeling, the speed of the internet was also discussed. Overall, the EDC believes it is a worthwhile endeavor and hope for it to grow in use. Staff gave some examples of users of the space as well as insights from their visits to Lansing and Red Wing.

7. Discussion Items –
  - a. Member Reports: Troy mentioned that he went to the Planning Commission meeting where the Commission recommended adoption with the 9 recommendations of the EDC but did not include the Park Street alignment for bicycle and pedestrian users. Some discussion ensued regarding the funding, finalizing the plan and which route the bike-ped options could take

including options off of Walnut Place. The EDC members didn't have an overall preference but discussed extending a bridge to the park at the end of Walnut Place as one that is most direct to the park. Several members drove the section near Park Street to get a better sense of the topography and neighbor objections. The City Council will receive the document in November with a Public Hearing at the first meeting in December. The city does need to complete the project by the end of the year per the grant funding from the La Crosse Area Planning Committee.

Sarah brought up the dog park and her attendance at the Park Board meeting the previous week. There was objection by neighbors of the first location off of 7<sup>th</sup> Street and a new suggestion was made at Stoney Point. Neighbors at Stoney Point were also not in favor of that site either. The city was going to look at Vetch Park but there may be restrictions on the use of the land as part of the land was funded as a conservancy.

b. Other Items –

8. Next Meeting Date/Time: The commission decided to have their next meeting on Monday, December 4<sup>th</sup>, 2023 at the Chamber of Commerce and Tourism Building at 3:00 p.m. The commission discussed cancelling the January and February meetings and resuming the meetings in March of 2024.

9. Adjourn – Mike made a motion to adjourn the meeting, seconded by Lori, the motion carried unanimously. The Chair adjourned the meeting at 4:02 p.m.

Minutes submitted by: Larry Kirch