

CITY OF LA CRESCENT

AGENDA

REGULAR MEETING

LA CRESCENT CITY HALL

315 MAIN STREET

MARCH 27, 2023

5:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

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

- 1.1 MINUTES – MARCH 13, 2023
- 1.2 BILLS PAYABLE THROUGH MARCH 24, 2023
- 1.3
- 1.4

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 RECOGNIZE MAYOR FOR A DAY ESSAY WINNERS
- 3.2 DONATION RESOLUTION – LANCER YOUTH HOCKEY
- 3.3 DONATION RESOLUTION – WIESER PARK
- 3.4 ARBOR DAY PROCLAMATION
- 3.5 RIDE TO CURE DIABETES BICYCLE TOUR
- 3.6 EAGLE SCOUT PROJECT – SIMON WIESER
- 3.7 MnDOT – DELEGATED CONTRACT PROCESS
- 3.8 OUTDOOR RECREATION GRANT RESOLUTION
- 3.9 2023 VECTOR CONTROL AGREEMENT
- 3.10 REVIEW HOUSTON COUNTY INTERIM ORDINANCE
- 3.11 AUTHORIZE EXPENDITURE/PAVILION LOCKING SYSTEM
- 3.12 AUTHORIZE EXPENDITURE/PAVILION HEAT PUMPS
- 3.13 INSURANCE LIABILITY COVERAGE WAIVER

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT CITY HALL
315 MAIN STREET
MARCH 27, 2023
5:30 P.M.

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 FIRE COOPERATIVE MINUTES – MARCH 15, 2023
- 6.2 PARK & RECREATION MINUTES – MARCH 20, 2023
- 6.3 INSPIRED MAGAZINE ARTICLE

7. CORRESPONDENCE

- 7.1
- 7.2
- 7.3

8. HOUSTON COUNTY

- 8.1 NOTICE OF PUBLIC HEARING – NO WAKE ORDINANCE

9. CHAMBER OF COMMERCE

- 9.1

10 ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

| . |

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MARCH 13, 2023

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of March was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, March 13th, 2023.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: none. Also present were City Attorney Skip Wieser, City Administrator Bill Waller, City Sustainability Coordinator Jason Ludwigson, and Deputy City 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 – FEBRUARY 27, 2023
- 1.2 BILLS PAYABLE THROUGH – MARCH 10, 2023
- 1.3
- 1.4

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – DRAFT ATV/UTV/GOLF CART ORDINANCE

City resident, Greg Husmann spoke to City Council against the ordinance with concerns that it does not fit into the City's Comprehensive Plan, which promotes biking, hiking, and walking.

Attorney Wieser reviewed with City Council the draft ATV/UTV/Golf Cart Ordinance. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO NOT APPROVE THE ATV/UTV/GOLF CART ORDINANCE AS IT STANDS WITH FURTHER CONSIDERATION BEING GIVEN AFTER THE WALNUT STREET PROJECT IS COMPLETE.

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

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

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

ITEM 3.2 – DRAFT SHORT-TERM RENTAL ORDINANCE

City residents Mark and Vonnice Levenick were in attendance and spoke in favor of the Short-Term Rental Ordinance.

City resident David Loberg was in attendance and spoke against the Short-Term Rental Ordinance as written.

Attorney Wieser reviewed with City Council the draft Short-Term Rental Ordinance. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO HAVE ATTORNEY WIESER REVISE THE ORDINANCE BASED ON INPUT RECEIVED AND BRING BACK TO THE APRIL 24TH COUNCIL MEETING.

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

Cherryl Jostad	Yes
Ryan Hutchinson	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 – DRAFT FOOD TRUCK ORDINANCE

Attorney Wieser reviewed with City Council a draft Food Truck Ordinance. Following discussion, Member Hutchinson made a motion, seconded by Member Jostad as follows:

MOTION TO NOT APPROVE THE FOOD TRUCK ORDINANCE AND TO REFER BACK TO STAFF IN CASE OF FUTURE NEED.

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

Cherryl Jostad	Yes
Ryan Hutchinson	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 – SOLAR REQUEST FOR PROPOSALS

City Sustainability Coordinator Ludwigson reviewed with City Council the amended Solar Request For Proposal (RFP) agreement for the Ice Arena and Aquatic center which includes the language that requires any proposal to include options for utilizing the direct pay provision for the federal solar tax credit. It was also requested to include the Pine Creek Golf Course and the Wieser Park Pavilion in the amended RFP. It was recommended that Council authorize the release of the amended solar RFP with a submission due date of May 12th, 2023. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO AUTHORIZE THE RELEASE OF THE AMENDED SOLAR REQUEST FOR PROPOSAL INCLUDING THE ADDITION OF PINE CREEK GOLF COURSE AND WIESER PARK PAVILION WITH A SUBMISSION DUE DATE OF MAY 12TH, 2023.

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

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

Member Hutchinson abstained. The motion was declared duly carried by a 4-1 vote.

ITEM 3.5 – AUTHORIZE USE OF CARBON REDUCTION FUNDS

City Sustainability Coordinator Ludwigson reviewed with City Council the Carbon Reduction Funds that will be awarded to La Crescent in the amount of \$12,000 through the La Crosse Municipal Planning Organization in 2023. The CRP funds require a twenty percent match of \$2,400. The funds will be provided to the city for four years. It was recommended that City Council approve those funds to lease an electric police cruiser with D&M Leasing. The Master Lease Agreement would provide the city the option to purchase the vehicle for \$1.00 at the end of the four to five-year lease term. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE USE OF THE \$12,000 IN CARBON REDUCTION FUNDS ALONG WITH A TWENTY PERCENT MATCH OF \$2,400 DOLLARS TO LEASE AN ELECTRIC POLICE CRUISER WITH D&M LEASING WITH THE OPTION TO PURCHASE THE VEHICLE FOR \$1.00 AT THE END OF THE FOUR TO FIVE-YEAR LEASE TERM.

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

Cherryl Jostad	Yes
Ryan Hutchinson	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 – HORSE TRACK MEADOWS NORTH PRELIMINARY PLAT & REZONING RECOMMENDATION

City Sustainability Coordinator Ludwigson reviewed with City Council for approval the Horse Track Meadows North Preliminary Plat and Rezoning. At the November 1st, 2022 Planning Commission meeting, members approved a motion to rezone the property at 1786 County Highway 6 from agricultural to R-2 as well as a motion to approve the preliminary plat with the following conditions.

1. The preliminary plat is not proposing to construct any public improvements. The subdivision fronts an existing local road and is served by existing utilities constructed as part of Horse Track Meadows.
2. Sanitary sewer and water main connection fees are not applicable. The sanitary sewer and water main connection fees for the subdivision were included with the Horse Track Meadows project.
3. Stormwater runoff from the subdivision will be conveyed to the existing stormwater management facility on Outlot 1 of Horse Track Meadows and Outlot 1 of Horse Track Meadows North. The existing stormwater management facility was designed to manage runoff from this subdivision.
4. The applicant must secure all necessary permits before construction begins including an NPDES stormwater permit if required. The owner, or their representative, will be responsible for permit compliance.

5. Provide buildable lot acreages.
6. The parcel is unplatted and should be noted as such on the preliminary plat.
7. A grading plan should be submitted with the final plat. The grading plan should show proposed building locations, styles, floor elevations, and erosion and sedimentation controls.

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

MOTION TO APPROVE THE HORSE TRACK MEADOWS NORTH PRELIMINARY PLAT FOR THE PROPERTY AT 1786 COUNTY HIGHWAY 6 WITH THE STATED CONDITIONS.

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

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

MOTION TO APPROVE REZONING THE HORSE TRACK MEADOWS NORTH PROPERTY AT 1786 COUNTY HIGHWAY 6 FROM AGRICULTURAL TO R-2.

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

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

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

ITEM 3.7 – SAFE ROUTES TO SCHOOL PROJECT – GRANT AWARD

City Sustainability Coordinator Ludwigson reviewed with City Council a letter from the Minnesota Department of Transportation awarding the city a grant in the amount of \$223,280 as part of the 2027 Transportation Alternatives (TA) Program Solicitation for the La Crescent Safe Routes to School implementation. This was informational only, no action required.

ITEM 3.8 – AUTHORIZE CAPITAL EXPENDITURE – WATER METERS

City Council reviewed for authorization a Capital Expenditure request of American Rescue Funds for the purchase of water meters. The City has a total of 2,981 water meters. Of these meters, 2,229 have already been replaced with a radio read feature. Maintenance staff currently spends approximately 34 hours per quarter reading water meters. The conversion to an all-radio read system will reduce that time to just a couple of hours per month. The City has received \$557,804 in American Rescue Funds and is requesting that approximately \$263,200 of those funds go towards the replacement of the remaining 752 water meters with the following findings:

- Given current budget restrictions, it would take approximately nine (9) years to complete the water replacement program.
- The use of the American Rescue Funds for the water replacement program will reduce that time frame to 18 months, without an increase to water rates which would otherwise be required to complete this project.
- It will take City staff 12-18 months to complete the water meter replacement program.

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

MOTION TO AUTHORIZE APPROXIMATELY \$263,200 OF THE CITY'S \$557,804 IN AMERICAN RESCUE FUNDS TO REPLACE THE REMAINING 752 WATER METERS IN THE CITY WITH A RADIO READ FEATURE BASED ON THE STATED FINDINGS.

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

Cherryl Jostad	Yes
Ryan Hutchinson	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 – AUTHORIZE PREPARATION OF LAND EXCHANGE AGREEMENT

City Administrator Waller reviewed with City Council a proposal of trading the City Hall property at 315 Main Street for the property at 328 First Street South at a date, not yet determined, in the future. It was recommended that City Council authorize the City Attorney to prepare a draft of an executory contract for an exchange at the City's discretion. The draft of the contract will be brought back to the City Council for review prior to it being distributed to the property owner. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO AUTHORIZE CITY ATTORNEY WIESER TO DRAFT AN EXECUTORY CONTRACT FOR THE EXCHANGE OF THE CITY HALL PROPERTY AT 315 MAIN STREET

FOR THE PROPERTY AT 328 FIRST STREET SOUTH AT THE CITY'S DISCRETION AND TO BRING THE DRAFT BACK TO THE CITY COUNCIL FOR REVIEW PRIOR TO IT BEING DISTRIBUTED TO THE PROPERTY OWNER OF 328 FIRST STREET SOUTH.

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

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

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

ITEM 3.10 – AUTHORIZE CITY HALL/LIBRARY PLANNING PROCESS

City Council reviewed the planning information that has been done to date regarding a new City Hall. Due to the health pandemic, the planning process was halted. It is now recommended that City Council authorize re-starting the planning process. The following was suggested as part of the process:

- Authorize City staff to work with Dave Holstrom to review and update the evaluation that has been done to date on City Hall and the Police Department.
- Evaluate the space needs of the library and include the Library Director in the planning process.
- Approve the continued participation of Mayor Poellinger and City Council member O'Donnell-Ebner who were originally designated as the City Council representatives to the planning and study process.

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

MOTION TO AUTHORIZE RE-STARTING THE PLANNING PROCESS FOR A NEW CITY HALL AND LIBRARY WITH THE STATED SUGGESTIONS AS PART OF THE PROCESS.

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

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

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

ITEM 3.11 – HEALTHY COMMUNITY PARTNERSHIP LEASE

City Council reviewed for approval the 2023 Healthy Community Partnership Lease agreement for 333 Main Street. It was recommended to add a provision to the addendum that the City will retain the right to make use of the green space south of the property with notice, for a potential summer concert series. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE 2023 HEALTHY COMMUNITY PARTNERSHIP LEASE AGREEMENT FOR 333 MAIN STREET WITH THE ADDED PROVISION TO THE ADDENDUM ALLOWING THE CITY TO RETAIN THE RIGHT TO MAKE USE OF THE GREEN SPACE SOUTH OF THE PROPERTY WHEN THE CITY HAS ACTIVITIES TAKING PLACE ON THE ADJACENT LOT.

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

Cherryl Jostad	Yes
Ryan Hutchinson	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 – DONATION REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting approval for a City donation in the form of "Ride to School" with an officer for the La Crescent Montessori & STEM School's 21st Annual Chili & Chocolate Dinner and Silent Auction fundraiser to be held on Thursday, March 23, 2023. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE A CITY DONATION IN THE FORM OF "RIDE TO SCHOOL" WITH AN OFFICER FOR THE LA CRESCENT MONTESSORI & STEM SCHOOL'S 21ST ANNUAL CHILI & CHOCOLATE DINNER AND SILENT AUCTION FUNDRAISER TO BE HELD ON THURSDAY, MARCH 23, 2023.

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

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

Mike Poellinger

Yes

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

ITEM 3.13 – LOCAL STUDY MATCHING REQUIREMENT

City Administrator Waller reviewed with City Council that at the February 27th, 2023 City Council meeting the City Council accepted a proposal from MSA in the amount of \$27,000 to complete the Walnut Street Corridor Plan. The City has received funding through the La Crosse Area Planning Committees Local Studies Program that will pay eighty percent of the planning project cost. It was recommended that City Council amend the 2023 general fund budget to reflect the local match for the project in the amount of \$5,400. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO AMEND THE 2023 GENERAL FUND BUDGET TO REFLECT THE LOCAL MATCH OF \$5,400 FOR THE WALNUT STREET CORRIDOR PLAN.

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

Cherryl Jostad	Yes
Ryan Hutchinson	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 – PERSONNEL COMMITTEE RECOMMENDATION

City Council reviewed a recommendation from the Personnel Committee to approve promoting Police Officer Roth Clark to the Corporal position in the La Crescent Police Department. A letter from Police Chief Ahlschlager regarding the recommendation was included. In accordance with LELS Local #120 Contract, Article 5, Officer Clark would serve a twelve-month probationary period. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE PROMOTION OF POLICE OFFICER ROTH CLARK TO THE CORPORAL POSITION IN THE LA CRESCENT POLICE DEPARTMENT AND IN ACCORDANCE WITH THE LELS LOCAL #120 CONTRACT OFFICER CLARK WILL SERVE A TWELVE-MONTH PROBATIONARY PERIOD.

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

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

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

ITEM 3.15 – AUTHORIZE CAPITAL EXPENDITURE – COMPUTER EQUIPMENT

City Council reviewed a recommendation from Police Chief Ahlschlager to modify the 2022 Capital Equipment Certificate for the total of \$2,909.79 to allow authorization to purchase the following equipment for the continued transition from Locknet IT services to Morris Electronics:

- Cisco Firewall x 3 \$2,438.37
- Cisco Smart Net Total Care \$368.67
- Cisco AnyConnect Pus \$102.75

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

MOTION TO MODIFY THE 2022 CAPITAL EQUIPMENT CERTIFICATE FOR THE TOTAL OF \$2,909.79 TO ALLOW AUTHORIZATION TO PURCHASE THE STATED EQUIPMENT FOR THE CONTINUED TRANSITION FROM LOCKNET IT SERVICES TO MORRIS ELECTRONICS.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 – City Council reviewed the Natural Resource Advisory Group's 2-16-2023 meeting minutes.
- 6.2 – City Council reviewed for distribution the League of American Bicyclists public survey as part of the Cities application for the Bike Friendly Cities Designation.

7. CORRESPONDENCE

City Council reviewed a letter from the La Cross Area Habitat for Humanity thanking the City for participating in the ReClaim Salvage Program. The items removed from 332 South 1st Street will raise

approximately \$7,775.00 for Habitat for Humanity La Crosse Area and has diverted approximately 12,000 pounds from the landfill.

8. HOUSTON COUNTY

City Council reviewed a Notice of Public Hearing from Houston County to enact a “No Wake Ordinance” for a one-hundred (100) foot no wake zone on West Channel from the West Channel Bridge north to the main channel entrance. The Public Hearing will be held at the La Crescent Community Building, 336 1st St. South at 5:00 p.m. on Wednesday, March 29, 2023.

9. CHAMBER OF COMMERCE

Chamber of Commerce President, Sarah DeLacey was in attendance and gave City Council an update.

There being no further business to come before the Council at this time, Member Williams made a motion, seconded by Member Hutchinson 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 6:38 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: March 24, 2023
RE: Bills Payable

Bill

Attached for review and consideration by the City Council are the bills payable for the period ending March 24, 2023. We would suggest that the City Council approve the payment of the bills as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A1 PRECISION PUMPING INC						
11220	BROKEN SEWER LINE CHECKED - N. DANIELSON	03/08/2023	400.00	.00		
Total 9080:			400.00	.00		
ABILITY BUILDING CENTER INC						
15765	FD - CLEANING COMM RM	02/28/2023	286.00	.00		
15765	FD - CLEANING STATION	02/28/2023	198.00	.00		
15767	CITY HALL - CLEANING	02/28/2023	26.00	.00		
15767	CITY HALL - SHREDDING	02/28/2023	22.66	.00		
Total 8085:			532.66	.00		
AMAZON CAPITAL SERVICES						
1414-YJXX-93XD	GC - MOWER REPAIR CREDIT	03/08/2023	20.99-	.00		
16Y1-4M77-6JFD	CITY - CLEANING SUPPLIES	03/17/2023	47.69	.00		
16Y1-4M77-6JFD	CITY - OFFICE SUPPLIES	03/17/2023	72.89	.00		
16Y1-4M77-6JFD	COMM BLDG. - CLEANING SUPPLIES	03/17/2023	15.88	.00		
16Y1-4M77-6JFD	MAINT - OFFICE SUPPLIES	03/17/2023	60.70	.00		
19KH-LWMC-67F	GC - MOWER REPAIR	03/03/2023	20.99	.00		
1DPH-CVCC-4G	PD - UNIFORM	03/15/2023	12.95	.00		
1TR1-QC11-7W3	CITY - CLEANING SUPPLIES CREDIT	03/17/2023	37.28-	.00		
1WLH-T4RL-3JC	LIBRARY - OFFICE SUPPLIES	03/09/2023	93.69	.00		
Total 9956:			266.52	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#41	ANIMAL RESCUE - SOLAR	03/01/2023	190.88	.00		
#41	MAINTENANCE BLDG - SOLAR	03/01/2023	372.26	.00		
#41	RADIUM PLANT - SOLAR	03/01/2023	372.26	.00		
Total 9859:			935.40	.00		
AT&T MOBILITY						
2/23 FIRE	FD - WIRELESS	02/28/2023	100.36	.00		
Total 9870:			100.36	.00		
B & T TECHNICAL SERVICES, LLC						
1228	COMM BLDG - SOLAR ELECTRICAL SERVICE	02/28/2023	184.95	.00		
Total 9680:			184.95	.00		
B32 ENGINEERING GROUP, INC.						
2273	ARENA - ICE SYSTEM STUDY	02/25/2023	950.00	.00		
Total 10047:			950.00	.00		
BAKER & TAYLOR						
2037301300	LIBRARY - BOOKS	02/02/2023	438.75	.00		
2037315630	LIBRARY - BOOKS	02/08/2023	287.71	.00		
2037321079	LIBRARY - BOOKS	02/13/2023	521.31	.00		
2037333920	LIBRARY - BOOKS GRANT FUNDED	02/16/2023	296.16	.00		
2037343812	LIBRARY - BOOKS	02/21/2023	306.68	.00		
2037355808	LIBRARY - BOOKS	02/27/2023	249.87	.00		
H64067590	LIBRARY - BOOKS	02/17/2023	67.45	.00		
H64067591	LIBRARY - BOOKS	02/17/2023	26.86	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
H64067592	LIBRARY - BOOKS	02/17/2023	14.98	.00		
T24166540	LIBRARY - BOOKS	02/03/2023	22.49	.00		
Total 8022:			2,232.26	.00		
BAN-KOE SYSTEMS GROUP						
202258	WATER PLANT - ALARM INSP & TEST	03/15/2023	303.00	.00		
Total 102:			303.00	.00		
BOB'S SERVICE						
648592	LIBRARY - FURNACE REPAIR	03/13/2023	789.17	.00		
Total 8841:			789.17	.00		
BREYER'S SALES AND SERVICE INC						
17049	PARKS - MOWER BLADES	02/15/2023	217.94	.00		
Total 131:			217.94	.00		
CITY OF LA CRESCENT						
PL-2023-102147	PLUMBING PERMIT FOR WIESER PARK	03/10/2023	1.00	.00		
PL-2023-102320	FD - WATER SOFTENER REPLACEMENT STATE SURCHA	03/10/2023	1.00	.00		
Total 196:			2.00	.00		
CITY OF ST. PAUL						
IN53167	PD - TRAINING FOR OFFICERS PETERSON & HOFSCHUL	03/13/2023	400.00	.00		
Total 10035:			400.00	.00		
CITY TREASURER'S OFFICE						
188760 - FEB	WASTEWATER TO LA CROSSE	02/28/2023	25,899.10	.00		
Total 1086:			25,899.10	.00		
CLEARWAY COMMUNITY SOLAR LLC						
1/23 STMT	1450 HWY 16 - LIFT STATION	01/31/2023	3.27	.00		
1/23 STMT	193 MCINTOSH RD - BOOSTER STATION	01/31/2023	20.10	.00		
1/23 STMT	608 S 7TH ST - TENNIS COURT LIGHTS	01/31/2023	1.10	.00		
1/23 STMT	400 LARCH AVE - WELL 2	01/31/2023	71.19	.00		
1/23 STMT	200 STONEY POINT - WELL HOUSE	01/31/2023	87.04	.00		
1/23 STMT	523 S CHESTNUT ST - ANIMAL SHELTER	01/31/2023	4.41	.00		
1/23 STMT	407 ORCHARDVIEW - BOOSTER STATION	01/31/2023	33.24	.00		
1/23 STMT	1200 JONATHAN LANE - PARK SHELTER	01/31/2023	4.69	.00		
1/23 STMT	31 MCINTOSH RD - LIFT STATION	01/31/2023	1.24	.00		
1/23 STMT	321 MAIN ST - LIBRARY	01/31/2023	17.94	.00		
1/23 STMT	336 S 1ST ST - COMM BLDG	01/31/2023	16.89	.00		
1/23 STMT	520 S 14TH ST - ICE ARENA	01/31/2023	280.67	.00		
1/23 STMT	608 S 7TH ST - POOL	01/31/2023	56.08	.00		
1/23 STMT	722 N 2ND ST - RADIUM PLANT	01/31/2023	217.96	.00		
1/23 STMT	110 MIDNIGHT ST - LIFT STATION	01/31/2023	5.70	.00		
1/23 STMT	1323 SPRUCE DRIVE - ABNET FIELDS	01/31/2023	3.44	.00		
1/23 STMT	202 MAIN ST - FLAG LIGHT	01/31/2023	.35	.00		
1/23 STMT	209 S WALNUT ST - LAC SIGN	01/31/2023	1.54	.00		
1/23 STMT	219 CHESTNUT STREET - BRIDGE LIGHT	01/31/2023	6.15	.00		
1/23 STMT	219 MAIN ST - UNIT LIGHTS	01/31/2023	8.57	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9854:			841.57	.00		
COMPASS MINERALS AMERICA INC.						
1154739	STREETS - ROAD SALT	03/14/2023	2,929.45	.00		
1155513	STREETS - ROAD SALT	03/15/2023	13,953.70	.00		
Total 9836:			16,883.15	.00		
CORKY'S PIZZA & ICE CREAM						
3/15/23	FD - CO-OP MEETNG	03/15/2023	53.60	.00		
3/22/23	TREE STEWARD TRAINING LUNCH	03/22/2023	70.40	.00		
Total 241:			124.00	.00		
CULLIGAN WATER CONDITIONING						
285X20800409	FD - WATER COOLER RENTAL	03/01/2023	39.95	.00		
Total 231:			39.95	.00		
DAVY LABORATORIES						
23C0194	WATER TESTING	03/13/2023	96.30	.00		
23C0195	WATER - TESTING	03/13/2023	96.30	.00		
Total 312:			192.60	.00		
DEMCO INC						
7275755	LIBRARY - PROCESSING MATERIALS	03/13/2023	201.08	.00		
Total 316:			201.08	.00		
E O JOHNSON CO.						
INV1299884	QTRLY COMPUTER SUPPORT - GC	03/18/2023	1,013.52	.00		
INV1299884	QTRLY COMPUTER SUPPORT - WATER	03/18/2023	2,153.73	.00		
INV1299884	QTRLY COMPUTER SUPPORT - FIRE	03/18/2023	3,547.32	.00		
INV1299884	QTRLY COMPUTER SUPPORT - LIC BUR	03/18/2023	1,266.90	.00		
INV1299884	QTRLY COMPUTER SUPPORT - SEWER	03/18/2023	2,153.73	.00		
INV1299884	QTRLY COMPUTER SUPPORT - STREETS	03/18/2023	506.76	.00		
INV1299884	QTRLY COMPUTER SUPPORT - PUB WORKS	03/18/2023	506.76	.00		
INV1299884	QTRLY COMPUTER SUPPORT - B&Z	03/18/2023	506.76	.00		
INV1299884	QTRLY COMPUTER SUPPORT - POLICE	03/18/2023	506.76	.00		
INV1299884	QTRLY COMPUTER SUPPORT - CLERK	03/18/2023	506.76	.00		
INV1299885	DUO AUTHEINITCATION - FIRE	03/06/2023	45.05	.00		
INV1299885	DUO AUTHEINITCATION - GC	03/06/2023	26.50	.00		
INV1299885	DUO AUTHEINITCATION - LIC BUR	03/06/2023	45.05	.00		
INV1299885	DUO AUTHEINITCATION - POLICE	03/06/2023	68.90	.00		
INV1299885	DUO AUTHEINITCATION - PUB WORKS	03/06/2023	10.60	.00		
INV1299885	DUO AUTHEINITCATION - SEWER	03/06/2023	10.60	.00		
INV1299885	DUO AUTHEINITCATION - STREETS	03/06/2023	10.60	.00		
INV1299885	DUO AUTHEINITCATION - WATER	03/06/2023	10.60	.00		
INV1299885	DUO AUTHEINITCATION - B&Z	03/06/2023	10.60	.00		
INV1299885	DUO AUTHEINITCATION - CLERK	03/06/2023	26.50	.00		
INV1305967	OFFICE 365	03/21/2023	200.00	.00		
Total 8614:			13,134.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
E O JOHNSON CO INC - LEASE						
33627193	GC - COPY MACHINE/PRINTER	03/07/2023	73.00	.00		
Total 9397:			73.00	.00		
GRAINGER						
9636250921	POOL - PUMP ROOM FILTER BASKET REPAIR	03/10/2023	49.71	.00		
Total 8358:			49.71	.00		
GUNDERSEN HEALTH SYSTEM						
2/16/23 MAINT	MAINT - DRUG SCREENS	03/16/2023	146.00	.00		
Total 622:			146.00	.00		
HAWKINS INC.						
6422613	WATER PLANT - CHEMICALS	03/15/2023	40.00	.00		
6426232	WATER PLANT - CHEMICALS	03/14/2023	5,328.59	.00		
Total 512:			5,368.59	.00		
KAROW, GREGORY						
2023-0024	B&Z - PLAN REVIEW SERVICE - 857 BRIDLE LANE	02/20/2023	1,170.66	.00		
Total 8987:			1,170.66	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
2/23 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/27/2023	590.67	.00		
Total 9810:			590.67	.00		
LA CRESCENT CHAMBER OF COMMERCE						
2/23 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/27/2023	590.67	.00		
Total 1142:			590.67	.00		
LA CROSSE AREA CONVENTION AND						
2/23 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/27/2023	1,847.75	.00		
Total 9824:			1,847.75	.00		
MACQUEEN EQUIPMENT INC						
P47245	STREET SWEEPER REPAIR	01/31/2023	784.97	.00		
Total 1346:			784.97	.00		
MENARDS-LA CROSSE						
80679	MAINT - SMALL TOOLS	03/14/2023	11.92	.00		
80788	MAINT - SMALL TOOLS	03/17/2023	39.99	.00		
80788	PARKS - LANDSCAPE MATERIAL	03/17/2023	224.40	.00		
Total 1352:			276.31	.00		
MICMAR, LLC						
5138-23	GC - REPAIR MOWERS	03/15/2023	3,481.50	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8989:			3,481.50	.00		
MIDWEST MACHINERY CO.						
9487680	PARKS - MOWER BLADES	02/09/2023	424.77	.00		
9487692	PARKS - MOWER BLADES	02/09/2023	53.55	.00		
Total 9837:			478.32	.00		
MIENERGY COOPERATIVE						
2/23 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	02/28/2023	245.81	245.81	03/20/2023	
2/23 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	02/28/2023	144.29	144.29	03/20/2023	
2/23 STMT	ELECT UTILITIES - WIESER PARK	02/28/2023	71.26	71.26	03/20/2023	
2/23 STMT	ELECT UTILITIES-GC CLUBHOUSE	02/28/2023	192.24	192.24	03/20/2023	
2/23 STMT	ELECT UTILITIES-GC POP MACH.	02/28/2023	60.57	60.57	03/20/2023	
2/23 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	02/28/2023	176.35	176.35	03/20/2023	
Total 2012:			890.52	890.52		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
3/17/23P/R00156	MN CHILD SUPPORT	03/20/2023	640.97	640.97	03/20/2023	
Total 9597:			640.97	640.97		
MINNESOTA ENERGY RESOURCES INC						
2/23 STMT	ANIMAL SHELTER - GAS UTILITIES	02/28/2023	182.60	182.60	03/20/2023	
2/23 STMT	ICE ARENA - GAS UTILITIES	02/28/2023	2,215.53	2,215.53	03/20/2023	
2/23 STMT	COMMUNITY BLDG - GAS UTILITIES	02/28/2023	726.35	726.35	03/20/2023	
2/23 STMT	POOL - GAS UTILITIES	02/28/2023	64.07	64.07	03/20/2023	
2/23 STMT	CONTROL BLDG - GAS UTILITIES	02/28/2023	149.13	149.13	03/20/2023	
2/23 STMT	PUMP HOUSE MCINTOSH	02/28/2023	94.00	94.00	03/20/2023	
2/23 STMT	PUMP HOUSE ORCHARDVIEW	02/28/2023	114.53	114.53	03/20/2023	
2/23 STMT	ABNET RESTROOMS - GAS UTILITIES	02/28/2023	309.71	309.71	03/20/2023	
2/23 STMT	MAINT BLDG - GAS UTILITIES	02/28/2023	929.30	929.30	03/20/2023	
2/23 STMT	LIBRARY - GAS UTILITIES	02/28/2023	194.41	194.41	03/20/2023	
2/23 STMT	CITY HALL - GAS UTILITIES	02/28/2023	395.74	395.74	03/20/2023	
Total 8171:			5,375.37	5,375.37		
MUNICIPAL EMERGENCY SERVICE						
IN1841735	FD - PPE	03/07/2023	484.00	.00		
Total 8816:			484.00	.00		
QUADIENT FINANCE USA, INC						
3/23 STMT	Postage Meter Postage- Animal rescue	03/15/2023	3.00	.00		
3/23 STMT	Postage Meter Postage- Lic Bur	03/15/2023	30.00	.00		
3/23 STMT	Postage Meter Postage- Police	03/15/2023	21.00	.00		
3/23 STMT	Postage Meter Postage- Pool	03/15/2023	6.00	.00		
3/23 STMT	Postage Meter Postage- Public works	03/15/2023	15.00	.00		
3/23 STMT	Postage Meter Postage- Sewer	03/15/2023	63.00	.00		
3/23 STMT	Postage Meter Postage- Water	03/15/2023	63.00	.00		
3/23 STMT	Postage Meter Postage- Arena	03/15/2023	3.00	.00		
3/23 STMT	Postage Meter Postage- B&Z	03/15/2023	21.00	.00		
3/23 STMT	Postage Meter Postage- Clerk	03/15/2023	45.00	.00		
3/23 STMT	Postage Meter Postage- Fire	03/15/2023	12.00	.00		
3/23 STMT	Postage Meter Postage- Golf course	03/15/2023	9.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3/23 STMT	Postage Meter Postage- Library	03/15/2023	9.00	.00		
Total 9799:			300.00	.00		
RELIABLE PEST MANAGEMENT						
13722	CITY HALL - PEST CONTROL	03/17/2023	45.00	.00		
13723	ICE ARENA - PEST CONTROL	03/17/2023	65.00	.00		
13724	GC - PEST CONTROL	03/17/2023	58.78	.00		
Total 9871:			168.78	.00		
RONCO ENGINEERING SALES INC						
3315481	STREETS - EQUIPMENT REPAIR	03/14/2023	149.39	.00		
Total 1813:			149.39	.00		
STAVENAU, DOUG						
3/16/23 - 3/17/23	REIMBURSE MILEAGE - WATER TRAINING	03/17/2023	190.61	.00		
Total 1875:			190.61	.00		
STREICHER'S						
I1616670	PD - AMMO FOR TRAINING	02/13/2023	421.92	.00		
I1616984	PD - AMMO FOR TRAINING	02/14/2023	132.95	.00		
I1619127	PD - PETERSON BADGE PER LELS UNION CONTRACT	02/27/2023	187.99	.00		
Total 1922:			742.86	.00		
SUMMIT COMPANIES						
182009927	PD - RECHARGE FIRE EXTINGUISHERS	01/25/2023	98.25	.00		
Total 50:			98.25	.00		
THATCHER POOLS & SPAS INC.						
CPO - C. OLIVE	POOL OPERATOR CERTIFICATION - C. OLIVER	03/15/2023	325.00	.00		
CPO - D. STAVE	POOL OPERATOR CERTIFICATION - D. STAVENAU	03/15/2023	325.00	.00		
CPO - J. DORSC	POOL OPERATOR CERTIFICATION - J. DORSCHNER	03/15/2023	325.00	.00		
CPO - KOCH	POOL OPERATOR CERTIFICATION - D. KOCH	03/15/2023	325.00	.00		
CPO - T. BENISH	POOL OPERATOR CERTIFICATION - T. BENISH	03/15/2023	325.00	.00		
Total 10077:			1,625.00	.00		
THE BUYERS EX-PRESS						
3467	GC - ADVERTISING	03/03/2023	350.00	.00		
Total 9513:			350.00	.00		
THORSON GRAPHICS LLC						
8754	MAINT - WINTER HATS	03/03/2023	385.20	.00		
Total 8998:			385.20	.00		
ULINE						
161174437	STREETS - GLOVES	03/15/2023	152.58	.00		
Total 9422:			152.58	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
UNITED STATES POSTMASTER						
3/23 PAST DUE	PAST DUE WATER/SEWER - SEWER	03/16/2023	36.72	36.72	03/16/2023	
3/23 PAST DUE	PAST DUE WATER/SEWER - WATER	03/16/2023	36.72	36.72	03/16/2023	
Total 2102:			73.44	73.44		
UW-LA CROSSE						
5097	WORK PERFORMED - MISSISSIPPI VALLEY ARCHAEOLO	02/28/2023	616.81	.00		
Total 9984:			616.81	.00		
VERIZON WIRELESS						
9928777975	FD - MOBILE	02/28/2023	120.03	.00		
9929076964	SEWER DEPT - WIRELESS	02/02/2023	59.47	.00		
9929076964	WATER DEPT - WIRELESS	02/02/2023	59.47	.00		
Total 8973:			238.97	.00		
WALLER, HARRIS W.						
2/23 - 3/23	REIMBURSE - MILEAGE & MEALS FOR MEETINGS	03/07/2023	326.97	.00		
Total 2331:			326.97	.00		
WHKS & CO.						
47799	RR UTILITY ASSISTANCE	02/24/2023	326.00	.00		
47799	MILEAGE	02/24/2023	193.23	.00		
47799	MONTHLY STAFF MEETING	02/24/2023	489.00	.00		
47799	MS4 ASSISTANCE	02/24/2023	163.00	.00		
47799	STATE AID MEETINGS	02/24/2023	407.50	.00		
47799	TAP APPLICATION & PRESENTATION	02/24/2023	815.00	.00		
47799	ACEC AWARDS BANQUET	02/24/2023	390.00	.00		
47821	WIESER PARK IMPROVEMENTS DESIGN	02/24/2023	9,741.12	.00		
Total 8290:			12,524.85	.00		
XCEL ENERGY						
2/23 STMT	UNIT STREET LIGHTS - 33 S WALNUT	02/28/2023	68.44	.00		
2/23 STMT	WELL #3 - LOAD PROFILE - 417 WALNUT PL	02/28/2023	1,625.32	.00		
2/23 STMT	LIFT STATION - 31 MCINTOSH RD E	02/28/2023	29.83	.00		
2/23 STMT	ICE ARENA - 520 S 14TH	02/28/2023	4,352.98	.00		
2/23 STMT	STREET LIGHTS - PO BOX 142	02/28/2023	6,485.22	.00		
2/23 STMT	STREET LIGHTS - 219 MAIN ST. UNIT LIGHTS	02/28/2023	43.68	.00		
2/23 STMT	SIGN LIGHT - 525 S CHESTNUT	02/28/2023	14.93	.00		
2/23 STMT	WELL HOUSE - 200 STONEY PT RD	02/28/2023	1,826.46	.00		
2/23 STMT	TENNIS COURT LIGHTS - 608 S 7TH ST	02/28/2023	12.73	.00		
2/23 STMT	RESERVOIR - 1026 CRESCENT HILLS	02/28/2023	16.63	.00		
2/23 STMT	BOOSTER STATION - 407 ORCHARDVIEW DRIVE	02/28/2023	17.02	.00		
2/23 STMT	RADIUM PLANT - 722 N 2ND	02/28/2023	2,516.63	.00		
2/23 STMT	WELL #2 - 400 LARCH	02/28/2023	1,206.42	.00		
2/23 STMT	NEW LA CRESCENT SIGN - 209 S WALNUT	02/28/2023	20.26	.00		
2/23 STMT	PARK SHELTER - 1200 JONATHAN	02/28/2023	103.22	.00		
2/23 STMT	BRIDGE LIGHTS - 219 CHESTNUT ST	02/28/2023	59.74	.00		
2/23 STMT	SHORE ACRES - GRINDER PUMPS	02/28/2023	288.49	.00		
2/23 STMT	LIFT STATION - 1450 HWY 16	02/28/2023	23.74	.00		
2/23 STMT	ABNET FIELD - 1323 SPRUCE	02/28/2023	55.58	.00		
2/23 STMT	FLAG LIGHT - 226 MAIN ST	02/28/2023	20.38	.00		
2/23 STMT	FLAG LIGHT - 202 MAIN ST	02/28/2023	13.21	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2/23 STMT	LIFT STATION - 110 MIDNIGHT	02/28/2023	23.56	.00		
2/23 STMT	LIBRARY - 321 MAIN ST	02/28/2023	206.40	.00		
2/23 STMT	CITY HALL - 317 MAIN ST	02/28/2023	532.02	.00		
Total 1410:			19,562.89	.00		
Grand Totals:			124,385.32	6,980.30		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



2022 Mayor for a Day Essay Contest WINNERS

Students from the cities of Edina, Glencoe, La Crescent, and Medina were selected as winners of the 2022 Mayor for a Day Essay Contest. In addition, judges selected four honorable mention essayists from the cities of Elk River, Inver Grove Heights, La Crescent, and Pierz. The League of Minnesota Cities received 560 essays from all around the state, the highest number of entries in the program's history.

About the contest

The LMC Mayor for a Day Essay Contest began in 2013 and continues to invite fourth, fifth, and sixth graders to share how they would make their communities even better places to live. In addition to having their essays published here, winners receive a plaque and a check for \$100. Honorable mention students receive a certificate of recognition, and excerpts from their essays appear here.

Some cities where the winning students reside also will arrange for recognition and city council meetings and other public events.

City officials throughout the state supported the Mayor for a Day program by promoting it at their local schools, which resulted in entire classes participating in the contest. Additionally, some students

submitted entries independently. The top entries included mentions of recurring themes like health and safety, the environment, senior care, homelessness, and basic city services, among others.

Essay finalists were judged by Bemidji Council Member and League President Ron Johnson and League Executive Director Dave Unmacht.

Hadley Aasness

6th Grade
MEDINA



If I were mayor for a day in my town, Medina, I would focus on helping senior citizens. I have a friend who is 104 years old named Mrs. Sharpe. She tells me how she gets lonely and how much she loves my visits. I imagine other seniors get lonely too. I would like to help seniors by connecting them with kids. If we follow through on this idea, our seniors would feel happier.

When I visit Mrs. Sharpe, we like to talk about our day, listen to old songs, eat treats, and read her emails. I know my visits bring her joy because she smiles, laughs, and makes jokes. I think we can bring that kind of joy to other seniors by matching them with kids in our community who have similar interests.

If I was mayor for a day, I would set up a buddy system for kids and seniors. I would set up sign-up sheets and post them around town. I would visit senior citizens and ask them what they like so that kids can find someone who has similar interests. For example, if there was a senior citizen that was a baseball player, or loves the Twins, a boy that likes baseball would be the perfect match. The seniors love to hear from kids about their lives and their interests, such as their favorite sports. They would also love to tell the kids about their own experiences. I think this would be great for the kids and the senior citizens. The kids' friendship with the seniors could benefit the kids' social skills and help them learn about the past.

If we follow through on this idea as a community, our seniors will feel a lot of love and be happier. I hope you will consider finding a senior buddy.

Katherine Veglahn

6th Grade
LA CRESCENT



If I were mayor of La Crescent for a day, I would like to improve the ambulance services we have available in our town. In La Crescent, we have police, firefighters, and first responders but no ambulances available to us. I would make ambulance accessible in case of serious emergencies. Right now, if someone got injured in La Crescent the first responders would come, but they would have to wait for an ambulance to arrive and that could take a lot of time if they are coming from surrounding areas. I have been thinking about places where we could park the ambulances. We could park them by Subway or past the pool.

Along with a location to place the ambulances we also need workers and a building. This could be a good thing because there are tons of people in La Crescent who have nurse training that are unemployed, which could provide opportunities to the unemployed. We could also have small businesses in La Crescent help build the building, which not only would help our community but could also expand their small business.

I think this will help our city grow and thrive. With these new ambulances, it will better protect the people of La Crescent and create a safer environment to live in.

Avianna Fettig

5th Grade
EDINA



Sometimes when people think about kids being mayor, they think about us making silly laws, doing silly things, and not taking it seriously. But I think most kids wouldn't do that. We are constantly told that we are the future, but some things can't wait until we're older.

If I were mayor for a day, my town would change for the better. First, I would give love and support to the homeless. I would put a reasonable amount of taxes toward funding homeless shelters and make new, cheap buildings in forgotten areas, like old parking lots, for people who had experienced homelessness.

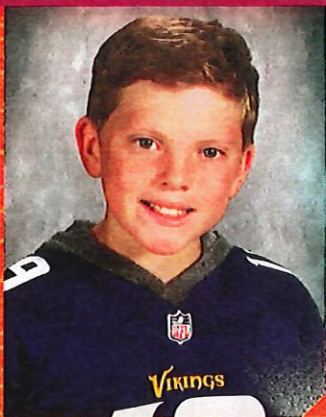
Minnesota is a beautiful place to live, and I would show that we need to take care of it. I would hold annual clean-up days to pick up litter in parks and other public areas. Schools would also be encouraged to keep their grounds clean. One other thing I would be sure to do is for all families to have the ability to recycle and compost their waste, as it will help keep trash out of landfills.

My other act as mayor would be to make a small museum. It would be mainly focused around the people of my town, of the past, and the present. From families like Yancey's, one of the first African-American families to live in my town, to clubs like the Anti-Racist Collective that speak out against hate in our community, I would make sure to show all the different aspects of my town.

I would also recognize many of the town workers, including police officers, firefighters, librarians, and public school staff. This would be a great place for kids to learn about our town and the people who are making it better every day. I would do as much as I could to make my town a better place. I would always try to show how blessed we are to live in our town and how we could make it a better place. I would also listen to others' ideas and opinions. As Malcolm Forbes once said, "Diversity is the art of thinking independently together."

Kaden Strobel

4th Grade
GLENCOE



I would buy new books for the school library so kids have new books to read. I would build new stores so people do not have to go to a different town to get some things. I would also build new businesses so people can have more jobs and make more money. I would like to build a splash pad and have skate parks so the kids have more fun activities to do. It is more important to add these services so your town grows and improves things for people who live in Glencoe. These services will also bring people to our town which means more money for businesses and the town.

These are my plans if I become mayor for a day. I know they would take longer than one day to achieve, but we could get them started to make our town even better. I wouldn't be sad because it's fun to be mayor.

HONORABLE MENTIONS



Ashley Aragon

6th Grade

ELK RIVER

Excerpt from Ashley's essay:

I would start a homeless shelter. The reason why I chose to create this service is because I want to have a place where people can stay safe, be cozy, and feel welcomed like any other person.



Lauren Nilsen

5th Grade

PIERZ

Excerpt from Lauren's essay:

I would create an Evergreen Club, planting flowers and vegetables around the town ... I would also suggest making the Pierz Library open longer. People would be able to read books for longer, and read after school and after work.



Maria Ries

4th Grade

INVER GROVE HEIGHTS

Excerpt from Maria's essay:

As mayor for the day, I would start by sharing reasons I love my town. I'd put up posters around town expressing reasons why our town is amazing. I'd thank a helpful librarian, compliment our ice cream shop, and name my favorite hiking trail through the woods.



Liv Small

6th Grade

LA CRESCENT

Excerpt from Liv's essay:

One thing I would do to improve our public transportation services in La Crescent would be adding more stops to the bus route ... By adding more stops in accessible areas, we increase the chances of people using the resources our community has to offer.

3.2

RESOLUTION NO. 03-23-10

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

WHEREAS, the City of La Crescent ("La Crescent") is required by Minn. Stat. § 465.03 to accept donations by Resolution;

WHEREAS, the following donations were made to La Crescent in the month of March 2023 from Lancer Youth Hockey to be used for the specific purpose of improvements to the Community Ice Arena.

1. Lancer Youth Hockey wishes to donate \$100,000.00 for future improvements at the La Crescent Community Ice Arena.

WHEREAS, La Crescent agrees to accept the donation for Lancer Youth Hockey subject to the conditions identified above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donations stated above for Lancer Youth Hockey subject to the conditions identified above.

ADOPTED this 27th day of March 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

3.3

RESOLUTION NO. 03-23-11

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT WIESER MEMORIAL PARK IMPROVEMENT PROJECT
MARCH, 2023**

WHEREAS, the City of La Crescent ("La Crescent") is required by Minn. Stat. § 465.03 to accept donations by Resolution;

WHEREAS, the following donations were made to La Crescent in the month of March 2023 to the Wieser Memorial Park Improvement Project to be used for the specific purpose of improvements to the park shelter and bathroom facilities:

1. An Anonymous donor wishes to donate \$710.00

WHEREAS, La Crescent agrees to accept the donations for Wieser Memorial Park Subject to the conditions identified above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donations stated above for Wieser Memorial Park subject to the conditions identified above.

ADOPTED this 27th day of March 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

#3.4

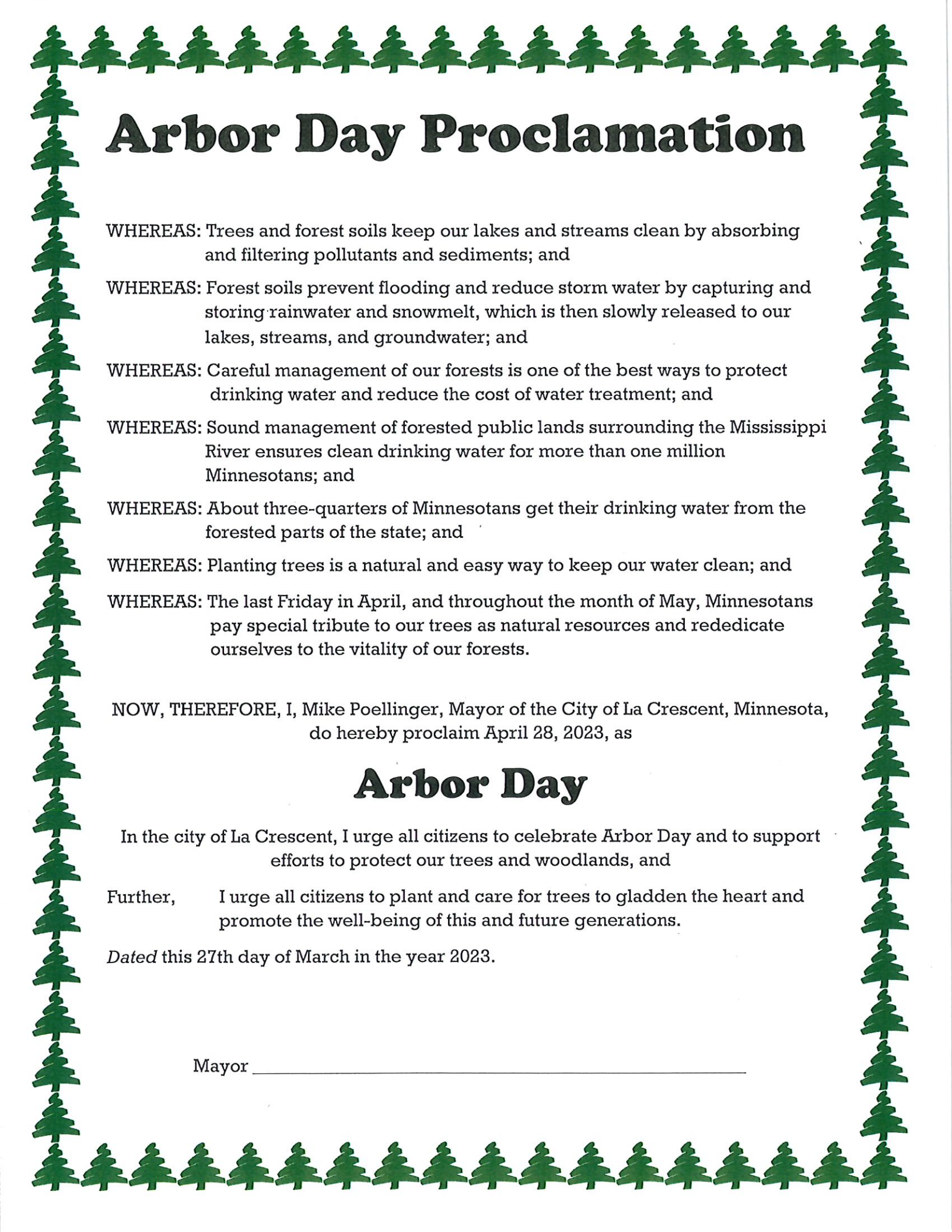


TO: Honorable Mayor and City Council Members
FROM: Angie Boettcher, Deputy Clerk *Angie*
DATE: 3/13/2023
SUBJECT: Arbor Day Proclamation

Attached for review and consideration by the City Council is the 2023 Arbor Day Proclamation. We would suggest that the City Council adopt the proclamation.

The City's 2023 Arbor Day event will include the planting of a total of fifty trees total at locations throughout the city.

For City Council information, the City's 2022 Tree City USA application is still in the review process.



Arbor Day Proclamation

WHEREAS: Trees and forest soils keep our lakes and streams clean by absorbing and filtering pollutants and sediments; and

WHEREAS: Forest soils prevent flooding and reduce storm water by capturing and storing rainwater and snowmelt, which is then slowly released to our lakes, streams, and groundwater; and

WHEREAS: Careful management of our forests is one of the best ways to protect drinking water and reduce the cost of water treatment; and

WHEREAS: Sound management of forested public lands surrounding the Mississippi River ensures clean drinking water for more than one million Minnesotans; and

WHEREAS: About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and

WHEREAS: Planting trees is a natural and easy way to keep our water clean; and

WHEREAS: The last Friday in April, and throughout the month of May, Minnesotans pay special tribute to our trees as natural resources and rededicate ourselves to the vitality of our forests.

NOW, THEREFORE, I, Mike Poellinger, Mayor of the City of La Crescent, Minnesota, do hereby proclaim April 28, 2023, as

Arbor Day

In the city of La Crescent, I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 27th day of March in the year 2023.

Mayor _____

#3.5



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



March 8, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: 2023 JDRF Ride to Cure Diabetes Bicycle Tour
Saturday, August 12, 2022, at 8 am

The JDRF (Juvenile Diabetes Research Foundation) Ride to Cure Diabetes is scheduled for Saturday, August 12th. Cyclists will ride from La Crosse, WI to Lansing, IA. Cyclists will head west on Hwy 14 out of La Crosse, WI into La Crescent, MN via the Pike (Hwy 14/16/61). Cyclists entering La Crescent will loop north onto South Chestnut Street then left onto southbound Hwy 16.

In cooperation and support of the event, I would respectfully request permission for the La Crescent Police Department and potentially the reserve unit to assist with the cyclists crossing Hwy 16 (northbound lanes) at South Chestnut Street. Disruption to normal traffic flow is anticipated to be minimal.

JDRF Ride to Cure Diabetes is a charitable bike ride that raises money for type 1 diabetes (T1D) research. The JDRF Ride gives new and experienced cyclists — and their friends and families — the opportunity to fundraise for life changing T1D research along with the entire Ride community.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager

Chief of Police

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



#3.6

My name is Simon Wieser and I am a member of Boy Scout Troop 33. I plan to install roof covers on the dugouts at Abnet Field. The roof and legs will be wood. Metal will then be placed on the roof (as seen in photos). More information will be provided on Monday during the meeting.









3.7



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: March 23, 2023
RE: MnDOT Delegated Contract Process Agreement

Attached for review and consideration by the City Council is correspondence received from MnDOT regarding the need to update the Delegated Contract Process Agreement between MnDOT and the City regarding the receipt of federal aid funds.

A resolution is included that we would suggest that the City Council adopt.

Bill Waller

From: Nobach, Christopher (DOT) <christopher.nobach@state.mn.us>
Sent: Wednesday, December 7, 2022 1:52 PM
To: Bill Waller
Cc: Cabral Neto, Fausto (DOT); Broughton, Rachel (DOT); Kruglova, Olga (DOT)
Subject: 2022 Delegated Contract Process (DCP) Agreement for LPA Approval
Attachments: Sample Resolution.pdf; La Crescent.pdf

Bill Waller,

It is time to update the Delegated Contract Process (DCP) agreements between MnDOT and local public agencies (LPAs) eligible to receive federal funds. These agreements cover the roles and responsibilities associated with federal aid funds and allow for MnDOT to act as a local agency's agent in accepting these funds for construction projects.

Attached you will find the draft DCP agreement between MnDOT and your agency. Please review and obtain signatures if you approve. A Board/Council resolution similar to the attached example, must be passed. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. **Please email a signed copy of the agreement and resolution back to Olga Kruglova.** Fully executed copies will be returned to you. If you do not get a new executed DCP agreement SALT may not be able to request federal authorization for any of your agencies future federally funded projects.

On April 4, 2022, the federal government switched from using the DUNS number to identify entities and is now using the [Unique Entity Identifier \(UEI\)](#) numbers. **When you send in your DCP agreement, please include your agency's UEI number in the body of the email.**

Please contact Olga Kruglova (olga.kruglova@state.mn.us) if you have any questions about the agreement execution process or Rachel Broughton (Rachel.broughton@state.mn.us) if you have questions about the agreement contents, LPA representative changes, or anything else.

Changes between 2018 DCP and 2022 DCP agreements include:

- Updated CFDA to Assistance Listing Number (ALN) and DUNS to Unique Entity Identifier (UEI)
- Addition of section 8.6 Electronic records and signatures
- Addition of section 8.7 Certification
- Addition of section 18.3 Title VI language/section
- Addition of section 18.4 Buy America
- Addition of section 18.1.11 referencing 2 CFR 200.216 *Prohibition on certain telecommunications and video surveillance services or equipment*
- Addition of section 18.1.12 referencing 2 CFR 200.322 *Domestic preference for procurements*

Thanks,

Chris Nobach, P.E.

Assistant Project Development Engineer

State Aid for Local Transportation

651-366-3824 | christopher.nobach@state.mn.us



RESOLUTION NO. 03-23-12

RESOLUTION ACCEPTING THE DELEGATED CONTRACT PROCESS (DCP) AGREEMENT BETWEEN MnDOT AND THE CITY OF LA CRESCENT

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, Mayor Mikel Poellinger and City Administrator Bill Waller are hereby authorized and directed for and on behalf of the City 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. 1052044", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of La Crescent at a duly authorized meeting thereof held on the 27th day of March, 2023, as shown by the minutes of said meeting in my possession.

City Administrator

Notary Public
My Commission expires _____

(SEAL)



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

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

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement; Prior Agreement**
 - 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
 - 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029963.
2. **Local Government's Duties**
 - 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
 - 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. Maintenance. The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. Acceptance. MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. Authority. MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. Inspection. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

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. **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 reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial 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 partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification 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.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or 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.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

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

7. **Authorized Representatives**

- 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@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.

- 7.2. The Local Government's Authorized Representative is:

Name: Bill Waller or their successor.

Title: La Crescent City Administrator

Phone: 507-895-4668

Email: Bwaller@cityofflacscent-mn.gov

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

8. **Assignment Amendments, Waiver, and Agreement Complete**

- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **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.
- 8.4. **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.

- 8.5. **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.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **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.
- 9.2. **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(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.

- 11. **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.
- 12. **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.

13. **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.
14. **Termination; Suspension**
 - 14.1. **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.
 - 14.2. **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/or requiring the return of all or part of the funds already disbursed.
 - 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. 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.
 - 14.4. **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.
15. **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.
16. **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.

- 17. 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.

18. Federal Contract Clauses

- 18.1. 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. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

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

18.5.1. 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 <https://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.
- 18.5.2. 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.
- 18.5.3. 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.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier 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.
- 18.5.5. 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.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of La Crescent

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 23, 2023
RE: Outdoor Recreation Grant Resolution

Riley Schuldt is working on his Eagle Scout project to make improvements to the Blue Lake canoe/kayak access and install a dock. Riley is working on an Outdoor Recreation Grant application that will be submitted to the Minnesota Department of Natural Resources.

One of the requirements of the grant application is a resolution adopted by the City Council. A resolution is included that we would suggest that the City Council adopt.

RESOLUTION NO. 03-23-13

OUTDOOR RECREATION GRANT RESOLUTION

BE IT RESOLVED that the City of La Crescent act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on the 31st day of March 2023 and that Jason Ludwigson is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of La Crescent.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of La Crescent has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and 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 incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of La Crescent has or will acquire fee title or permanent easement over the land described in the boundary map or recreational site plan included in the application.

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 for the above-referenced project, and that the City of La Crescent certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the La Crescent City Council of the City of La Crescent on the 27th day of March, 2023.

SIGNED:

(Signature)

(Title)

(Date)

WITNESSED:

(Signature)

(Title)

(Date)

#3.9



TO: Honorable Mayor and City Council Members
FROM: Angie Boettcher, Deputy Clerk 
DATE: February 17, 2023
RE: 2023 Vector Control Contract

Attached for review and consideration is the 2023 purchase contract regarding mosquito abatement services. Vector control remains part of the MS4 requirements. The contract is once again through Driftless Region Vector Control and compensation is a total of \$3,152.00. This is an increase of \$92.00 from last year and includes the following: canvassing-initial check and two rechecks, monitoring standing water, placement of mosquito egg traps, and recording.

PURCHASE CONTRACT FOR MOSQUITO ABATEMENT SERVICES

I. PARTIES.

This Contract is made and entered into this 21st of February, 2023 by and between Driftless Region Vector Control LLC, hereinafter referred to as Provider, and City of La Crescent, Minnesota, hereinafter referred to as Purchaser.

Provider's employee responsible for administration of this Contract will be Joseph Writz, Owner of Driftless Region Vector Control LLC, whose principal business address is PO Box 2722, La Crosse, WI 54602.

Purchaser's employee responsible for administration of this Contract will be Angie Boettcher, Deputy Clerk, whose principal business address is 315 Main St, La Crescent, MN 55947.

II. SERVICES TO BE PROVIDED AND CONTRACT PERIOD.

- a. Purchaser has an endemic area for arboviruses that are dangerous to the health and well being of its residents, and wishes to purchase services to address the issue. Provider is experienced with the elimination and abatement of mosquitoes that can bear the La Crosse strain of Encephalitis and other arboviruses, and can provide these services.
- b. Provider will provide services to canvass communities for potential mosquito-related human health hazards, identify and larvicide habitat sites for mosquito abatement, and provide Purchaser with list of found sites and activities, in the City of La Crescent.
- c. When a potential mosquito-related human health hazard site is identified (seen from the road or complaint site), Provider will follow these steps:
 1. Attempt to communicate with owner of property where habitat is located. If owner cannot be found, Provider will leave pamphlet and reminder at the door and then exit the property. Provider will leave the property if instructed by property owner and will not enter posted property or properties with aggressive people or animals.
 2. Educate owner and provide pamphlet about the issue.
 3. Check habitat for mosquito presence and treat with larvicide with property owner permission.
 4. Keep record of all information obtained at the site.

5. Notify Purchaser about sites when no contact is made or when permission is not given to check and treat habitat.
- d. Provider will fully canvass community in II. b. once. The sites found in the initial canvassing will be rechecked twice to update the site list. If Provider is given a letter of permission or authority by Purchaser, non-compliant sites may be entered and human health hazards may be treated during rechecks if no immediate contact is made.
- e. Provider may also set up and monitor ovitraps throughout Purchaser's City designed to collect and remove the eggs of vector mosquito species in coordination with Purchaser's officials.
- f. Provider will frequently monitor locations throughout Purchaser's City with long-lasting standing water, such as ditches and retention ponds, that have potential for mosquito activity. With property owner permission, these areas will be treated for mosquito larvae when necessary.
- g. Purchaser agrees to purchase and Provider agrees to provide the above described mosquito abatement services during the period of:

April 1, 2023 to December 31, 2023

III. PAYMENT FOR SERVICES.

- a. Purchaser agrees to pay Provider for the services provided in accordance with this Contract.
- b. Purchaser will pay compensation to Provider for Services in the amount of \$3,152. Payments will be made as follows:

Date and Payment Amount

1 st of April, 2023	<u>\$1,576</u>
1 st of July, 2023	<u>\$1,576</u>

- c. Purchaser will pay Provider within 30 days of the payment date.
- d. If Purchaser requests additional services from Provider, Purchaser will provide additional resources to Provider.

IV. INSURANCE.

- a. Purchaser shall not provide insurance coverage of any kind for Provider or Provider's employees or contract personnel. Provider shall obtain the following insurance coverage and maintain it during the entire term of this Contract:

1. Automobile liability insurance for each vehicle used in the performance of this Contract -- including owned, non-owned (for example, owned by Provider's employees), leased, or hired vehicles -- in the minimum amount of \$1.5 million combined single limit per occurrence for bodily injury and property damage.
2. Comprehensive or commercial general liability insurance coverage in the minimum amount of \$2 million general aggregate combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

V. INDEMNITY AND HOLD HARMLESS.

- a. Except as may be caused by the sole negligence of Provider or its employees, Purchaser agrees to save, hold harmless, defend and indemnify the Provider and all its officers, employees and agents, against any and all liability claims and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the services, operation or performance of work in connection with this contract.

VI. INDEPENDENT CONTRACTOR STATUS.

- a. Subject to terms and conditions of this Contract, Purchaser hereby engages Provider as an independent contractor to perform the services set forth herein, and Provider hereby accepts such engagement.
- b. This Contract shall not render Provider an employee, partner, agent of, or joint venturer with Purchaser for any purpose. Provider is and will remain an independent contractor in relationship to Purchaser. Purchaser shall not be responsible for withholding taxes with respect to Provider's compensation hereunder. Provider shall have no claim against Purchaser hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- c. Provider has the right to perform services for others during the term of this Contract.
- d. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed. Provider shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- e. Provider has the right to hire assistants as subcontractors or to use employees to provide the services required by this Contract.
- f. Neither Provider nor Provider's employees or contract personnel shall be required to wear any uniforms provided by Purchaser.

- g. The services required by this Contract shall be performed by Provider, Provider's employees, or contract personnel, and Purchaser shall not hire, supervise, or pay any assistants to help Provider.
- h. Neither Provider nor Provider's employees or contract personnel shall receive any training from Purchaser in the professional skills necessary to perform the services required by this Contract.
- i. Neither Provider nor Provider's employees or contract personnel shall be required by Purchaser to devote full time to the performance of the services required by this Contract.

VII. EXPENSES OF SERVICES.

- a. Provider shall be responsible for all expenses incurred while performing services under this Contract. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; larvicide; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Provider hires to complete the work under this Contract.

VIII. DATA PRACTICES COMPLIANCE.

- a. Provider will have access to data collected or maintained by Purchaser to the extent necessary to perform Provider's obligations under this Contract. Provider will not release or disclose the contents of data classified as not public to any person except at the written direction of Purchaser. Upon termination of this contract, Provider agrees to return data to Purchaser, as requested by Purchaser.

IX. SEVERABILITY.

- a. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

X. CONTRACT REVISION AND/OR TERMINATION.

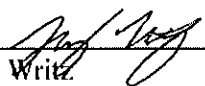
- a. Failure to comply with any part of this Contract may be considered cause for revision, suspension, or termination.
- b. Revision of this Contract must be agreed to by Provider and Purchaser by an addendum signed by authorized representatives of both parties.

- c. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract.
- d. If either party finds it necessary to revise or terminate the Contract prior to the expiration date for reasons other than nonperformance, actual cost incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- e. This Contract can be terminated by thirty (30) day written notice by either party.
- f. The provisions of section V. a. shall survive any termination.

XI. CONDITIONS OF THE PARTY'S OBLIGATION.

- a. This Contract is contingent on authorization of Minnesota and United States Laws, and any material amendment or repeal of the same affecting relevant authority shall serve to terminate this agreement except as further agreed to by the parties hereto.
- b. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire Contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

DRIFTLESS REGION VECTOR CONTROL LLC

By: 
Joseph Writz
Owner

2/21/23
Date

CITY OF LA CRESCENT

By: _____
Angie Boettcher
Deputy Clerk

Date

#3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 23, 2023
RE: Houston County – Interim Ordinance

The City Attorney will review this with the City Council at the meeting.

#3.11



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant 
DATE: March 21, 2023
RE: Door Access System for Wieser Park Pavilion

I received a proposal from Digicom, Inc. for a new Paxton Door Access System at the Wieser Park Pavilion for \$13,740.00. This system will offer a secure, convenient and flexible way of controlling who has access to the building and when that access is allowed. These costs were not included in the original building proposal. It was agreed early on in the project that the city would work on finding a vendor and would incur the costs of the system.

In order to continue to move this project forward, I would recommend that the City Council approve modification of the 2022 Capital Equipment Certificate and authorize the purchase of this new system.

3.12



TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: March 22nd, 2023

RE: Wieser Park Pavilion HVAC System

Paul's Heating and Air Conditioning has proposed two HVAC systems for the Wieser Park Pavilion building. The first proposal includes two single stage gas-forced air furnaces. The furnaces would provide heating to the building, but not cooling. The second proposal includes two variable speed heat pumps. The heat pumps would provide heating and cooling to the building. The heat pump system would cost \$45,116 and the gas forced air system would cost \$33,251. MiEnergy cooperative offers heat pump rebates that would equal \$3,000. The \$3,000 rebate is reflected in the \$45,116 price. The heat pump option would include \$6,170 in additional electrical service work. This would involve 600-amp single phase service, installing a larger transformer, and moving the transformer closer to the new building. Please note that were the building to have an air conditioning system installed with the gas forced air system the cost would be in line with the total cost for the heat pump system. We would propose amending the 2022 capital equipment certificate to pay for the heat pump HVAC system and electrical work. Choosing the heat pump option would be consistent with the core theme of superior environmental performance as indicated in the comprehensive plan. Adopting the heat pump option would align with the vision of the GreenSteps cities program, the Partners in Energy Plan and the Carbon-Neutral Energy resolution adopted by the city council. The total cost of the heat pump option would be \$18,035.

Benefits to choosing the heat pump option include:

- Cooling during the summer months – patrons would appreciate this during hot summer months
- Safer system – With the heat pump option there would be no combustion of fuels at the Wieser Park Pavilion building. The building would not need carbon monoxide detectors and would be at low-to-no risk for carbon monoxide poisoning.
- Efficiency – heat pumps can transfer about 300% more energy than they consume (i.e., they need only one unit of electricity to move 3 units of heat)
- Heat pumps would maximize the benefits of a solar PV system on the roof of the building – Wieser Park Shelter is included in recently posted solar RFP
- Less fluctuation in fuel prices – electricity costs while rising, do so at a gradual rate and avoid the price spikes often seen with the price of natural gas
- Less pollution (cleaner air) – methane is the predominant ingredient in natural gas and is more than 25 times as potent as CO2 at trapping heat in the atmosphere.
- Variable speed motors and fans – unlike the single stage gas furnaces proposed the heat pumps proposed have variable speed fans which modulate the output rather than running at 100% all of the time

#3.13



TO: Honorable Mayor and City Council Members

FROM: Kara Tarrence, Finance Director 

DATE: March 22, 2023

RE: Insurance Liability Coverage Waiver

Each year as part of the City renewing its general liability insurance coverage with the League of Minnesota Cities Insurance Trust, the City Council is required to adopt the attached liability coverage waiver form.

Based on the recommendation of the City's insurance agent, the City Council has always NOT waived the statutory tort limits. This established by MN Statue 466.04 limits the amount an individual or multiple claimants could recover from a single occurrence.

I would suggest that the City Council continue with NOT waiving the statutory tort limits for the 2023/2024 renewal.

Attached is a copy of the waiver form for your review.

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

CITY OF LA CRESCENT

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

6.1

TO: Community Fire Cooperative Members
FROM: Angie Boettcher, Deputy City Clerk
DATE: March 16, 2023
RE: Meeting Minutes
March 15, 2023

The La Crescent Community Fire Cooperative met at 12:00 noon, on Wednesday, March 15, 2023, in the City Council Chambers at the La Crescent City Hall. The following members were present: Tom Tornstrom, Roy Lemke, Cherryl Jostad, Tom Paulson, and Mike Poellinger. Also in attendance were Kara Tarrence and Angie Boettcher.

1. It was the consensus of the Cooperative to approve the minutes of the December 14, 2022 meeting of the Community Fire Cooperative as presented.
2. Fire Chief Tom Paulson reviewed with the Cooperative the Fire Chiefs Report. Call trends are currently low compared to 2021 and 2022.
3. The Fire Chief reviewed with the Cooperative, the summary of the Insurance Services Office (ISO) - Public Protection Classification Report mitigation activities. The ISO mitigation plan was submitted and approved. The Fire Department is now taking action to meet the goals and move back above the threshold to maintain their rating, beginning with a twelve-hour in-house officer training on March 18th and 19th.
4. The Fire Chief reviewed two proposals received for the purchase and installation of a new generator for the community building. The bids were in the amount of approximately \$100,000 and \$120,000 with a six to twelve-month lead time. The city received a donation of \$45,000 from Houston County in 2022. The remainder of the money has been included in the City's 2023 budget. The Fire Chief and Assistant Utility Supervisor, Tyler Benish will meet with each of the bidding companies before making a final decision with the goal of having the generator installed by the fall of 2023.
A discussion also took place on how the Fire Contracts are formulated. Kara Tarrence will give an overview of the formulation at the next meeting.
Mike Poellinger discussed the city's current goal of becoming a designated Heart Safe City.
5. SAFER grant is being tabled for the time being in order to provide time to look at staff restructuring.
6. The need for radio replacement for the city was briefly discussed.
7. It was agreed that the next Cooperative meeting would be Wednesday, August 23, 2023, at 12:00 noon at the La Crescent City Hall.
8. There being no further business to discuss, the meeting was adjourned at 1:01 p.m.

#6.2

TO: Honorable Mayor and City Council Members
Park and Recreation Commission Members
FROM: Bill Waller, City Administrator
DATE: March 21, 2023
RE: Meeting Minutes
March 20, 2023

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, March 20, 2023, in the City Council Chambers at the La Crescent City Hall. The following members were present: Jon Steffes, Paul McLellan, Maseray Bangura, Patti Martell, and Marge Loch-Wouters. Commission members Diana Adamski and Sarah Wetterlin were not in attendance. Also in attendance were Teresa O'Donnell-Ebner, Chris Fortsch, Betsy Knowles, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the July 18, 2022 Park and Recreation Commission meeting as presented.
2. The Commission was informed that the City Council held a public hearing on October 24, 2022 and adopted the Comprehensive Park & Recreation Plan as presented.
3. The Commission was updated on the Wieser Park Improvement Project, including the construction of the new park pavilion, and the preliminary engineering report regarding costs for park improvements. Discussion followed regarding the rental fee for the new park pavilion and a reservation form and policy that was distributed at the meeting. It was agreed that these items would be included on the agenda for the April Park & Recreation Commission meeting.
4. The Commission reviewed and discussed trail maintenance guidelines, a draft of a new City ordinance for Parks, Playgrounds and Public Grounds, and the 2023 work plan for the Natural Resource Advisory Group. It was agreed that these items would be added to the agenda for the April Park & Recreation Commission meeting for further review and discussion.
5. The Commission reviewed a preliminary engineering report regarding the paving of the parking lot at Old Hickory Park and a new parking lot off South 7th Street. It was agreed that the Commission would be presented information on the Eagle Scout project to construct a dog park adjacent to South 7th Street at the April Park & Recreation Commission meeting.
6. Information was presented regarding the Wagon Wheel Trail Bicycle/Pedestrian Bridge being recognized as a Grand Award winner (first place) in the 2023 ACEC/MN Engineering Excellence Award Competition.
7. The Commission reviewed a proposal from MSA to complete an ADA access audit and transition plan for the City's park and recreation facilities. It was agreed that this item would be on the agenda for the April Park & Recreation Commission meeting, and that a representative from MSA would be in attendance via zoom to review the proposal and answer questions.

8. It was agreed that the next Park & Recreation Commission meeting would be April 17, 2023.
9. There being nothing further to discuss, the meeting was adjourned at approximately 6:55 pm.

SPRING 2023 • NO. 72

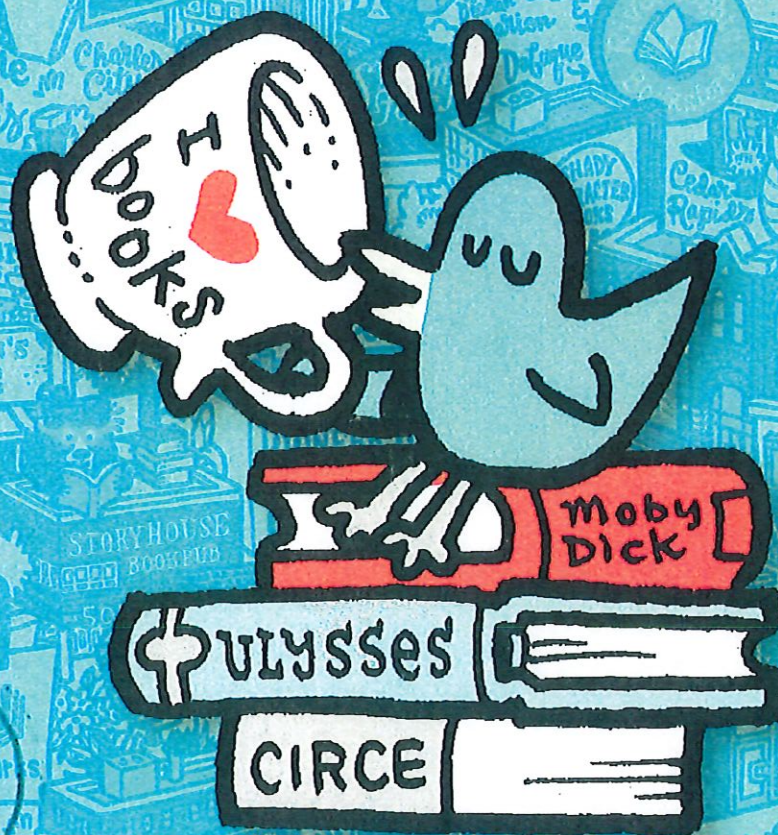
#6.3

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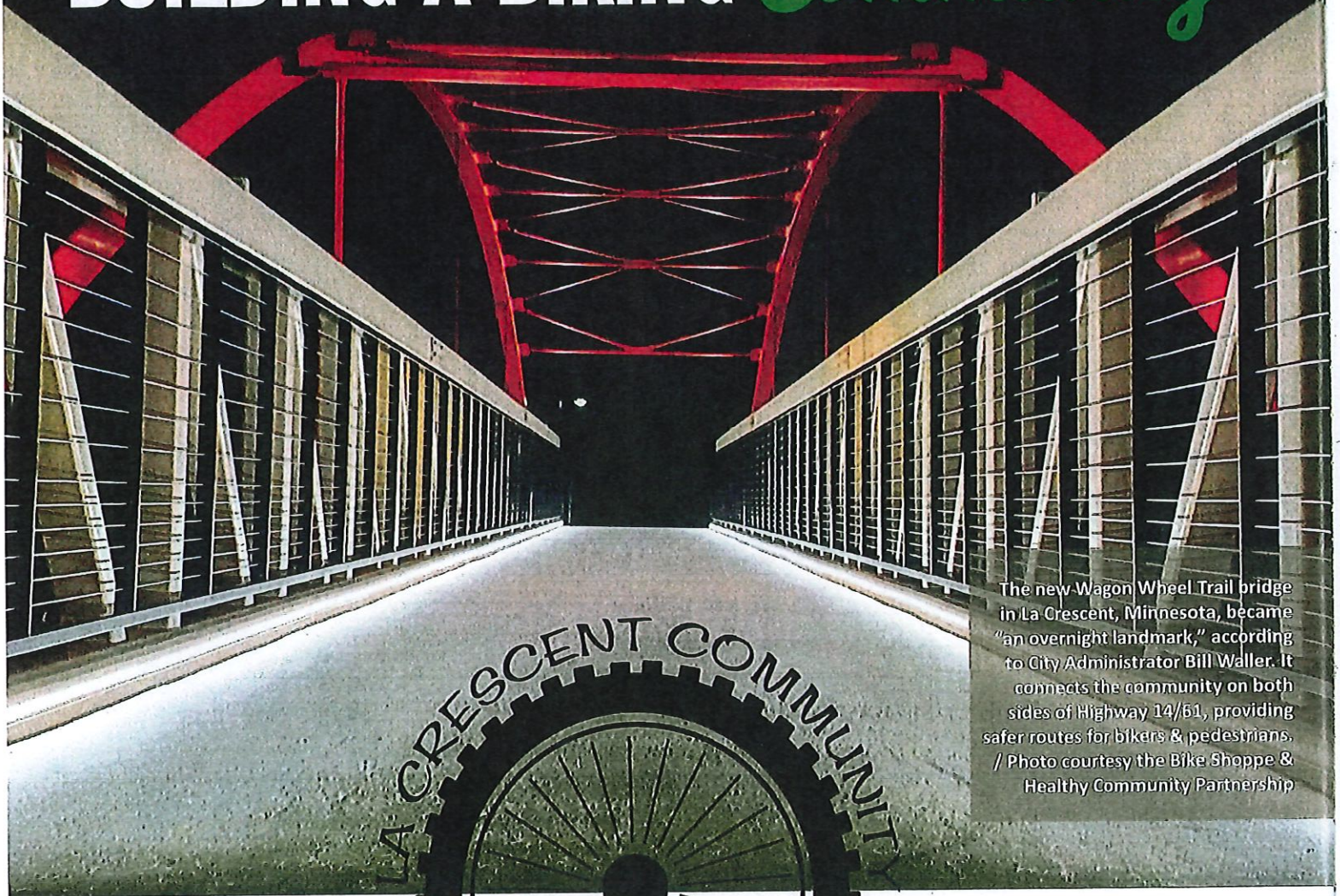
AN EXPERIMENT IN POSITIVE NEWS



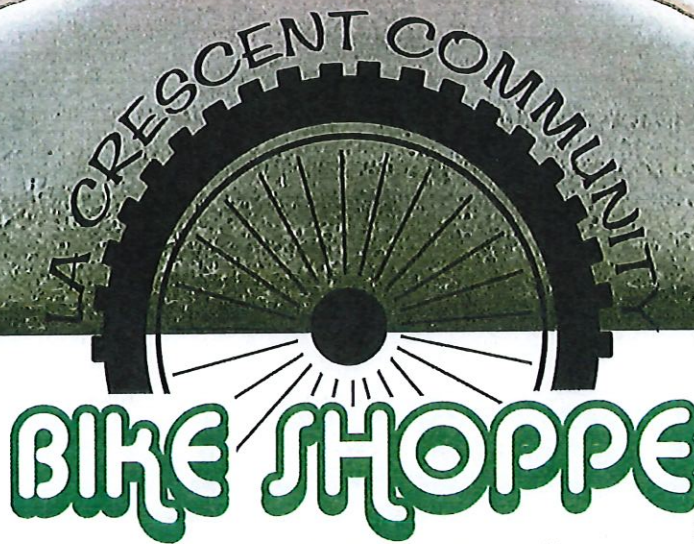
City of La Crescent
Attn: Bill Waller
315 Main St
La Crescent, MN 55947

YOU ARE
HERE

BUILDING A BIKING *Community*



The new Wagon Wheel Trail bridge in La Crescent, Minnesota, became "an overnight landmark," according to City Administrator Bill Waller. It connects the community on both sides of Highway 14/61, providing safer routes for bikers & pedestrians. / Photo courtesy the Bike Shoppe & Healthy Community Partnership



A Program of Healthy Community Partnership

BY SARA WALTERS

Shiny new bike day is a happy day. But sometimes the joy is found in the journey. Restoring a bike – shining up something old and making it new again – can make that two-wheeled reward even sweeter.

Like an old bike, La Crescent, Minnesota, had the framework to build a healthy and active community. It had the support of its citizens, city, and schools. It had natural beauty, visible from its neighborhood streets and scenic byways. And it had growing families looking for ways to spend time outside with their children.

But to become a truly bike-friendly city, it needed a tune-up. In 2007, a grant from Blue Cross Blue Shield of Minnesota set the wheels in motion. With this money, community members created Active Living La Crescent, which worked to build a presence in the school district, add bike racks, and create bicycle-related programming. Active Living La Crescent operated under Healthy

Community Partnership (HCP), a local group that serves as an umbrella organization for La Crescent nonprofits. With a mission of impacting the health, wellness, and livability of the city, HCP was the perfect partner, and ultimately, a very qualified predecessor. When the grant money ran out, HCP didn't want all that work to be lost.

"We essentially had a bicycle shop in a box," describes Linda Larson, who at the time was serving on the HCP board. She and other community volunteers looked to examples of other bike-friendly cities like Minneapolis, Minnesota, and Boulder, Colorado, and decided that a community bike shop was feasible given the great groundwork laid by Active Living La Crescent.

With these other cities in mind, Linda took on the role of Project Manager and worked to develop The Bike Shoppe. "We knew what we needed to do, we just had to do it on a smaller scale," she explains. And although they started small, they've outgrown several



The Bike Shoppe operates new bike or drop off days in La Crescent on Saturdays 9 am to 12 pm (May-August) in the Corky's Pizza parking lot (see sidebar). / Photo courtesy the Bike Shoppe

locations over the last 10 years, and interest is always increasing. "It just grows and grows and grows. Every year there's more interest as people learn more about what we do, and then they support us even more."

In a nutshell, the Bike Shoppe is a small-scale used bike shop with limited hours and a community-based mission. Continuing to operate under HCP, it offers many services to the community, including bike repair and tune-ups, bike sales, and bike education. And impressively, all of this is completely done by volunteers. In 2022 alone, the Bike Shoppe volunteers put in over 1,000 hours of work.

Volunteers work to restore used bikes that have been donated by community members – there were 80 in 2022. These bikes are sold at an affordable price on Saturdays during the spring and summer, or are used for things such as donations and giveaways to organizations in the area.

In addition, the Bike Shoppe volunteers completed 63 service appointments in 2022 – including tune-ups and repairs – for La Crescent riders. Their trained technicians work on all kinds of bicycles, from e-bikes and road bikes, to recumbents and tricycles. Repair and service hours are varied, so it's best to reach out and schedule an appointment or connect with The Bike Shoppe crew during the Saturday sales.

Replacing tires, greasing chains, tightening brakes, wrapping handlebars, and more – it all takes time and patience, but Scot McCollum enjoys his time volunteering at the shop. An avid cyclist himself, it's how he returns the favor to those who support the rides and the races he participates in. "I see this as a way to give back to the bicycling community," says Scot.

Continued on next page



SUMMER HIGH ROPES CHALLENGE

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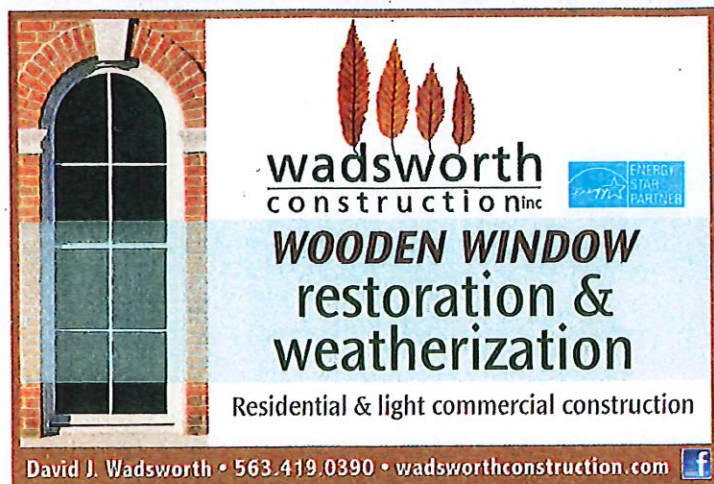
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He also sees the empowerment that comes from learning to take care of your own bike, which he often teaches the Bike Shoppe customers. "A bad experience such as a flat tire or squeaky brakes can be off-putting and leave people feeling on the outside. I try to encourage and empower riders through education in maintenance, provide better functioning and fitting bicycles, and help riders get more out of their bicycles," he says.

A big part of the Bike Shoppe's mission is giving back as well. In 2022, they donated 25 bikes to organizations supporting both adults and children in La Crescent and neighboring communities. They also gave out 65 bike helmets at National Night Out in August.

Michele Coulombe's son, Yazan, was one recipient of the group's generosity. Nine-year-old Yazan likes to ride his bike everywhere. But last summer the tires stopped holding air. "I'm a single working mom with no family here and I couldn't afford a bike for him. The other kids were riding and all he could watch them," explains Michele.

A friend of hers had heard of the Bike Shoppe and shared Michele and Yazan's story with the staff. Soon after, Yazan had a new set of wheels. "We were given what looks like a brand new bike," she says. "He was over the moon and even cried. After that he was outside day and night riding."

In true cyclical fashion, Yazan's old bike went to the shop so they could repair it for another child in need. Michele is so grateful for their assistance. "They were an absolute blessing," she says. And Yazan is happy to be out riding again. He likes to ride to the store for his mom and is hoping to ride to school this spring.

A decade of this kind of work has helped to give La Crescent the tune-up it needed. "Riding is contagious," says Linda. "Families see each other out riding and then they want to go, too."

The Bike Shoppe has done its part to get properly working and safely operating bikes in the hands of La Crescent residents. And luckily, they've got great partners at city hall that have worked diligently to provide places for folks to ride.

Until 2022, Highway 14/61 has separated the community with busy traffic and hard-to-cross intersections. Children, living on the side opposite the schools, had to be bussed less than a mile

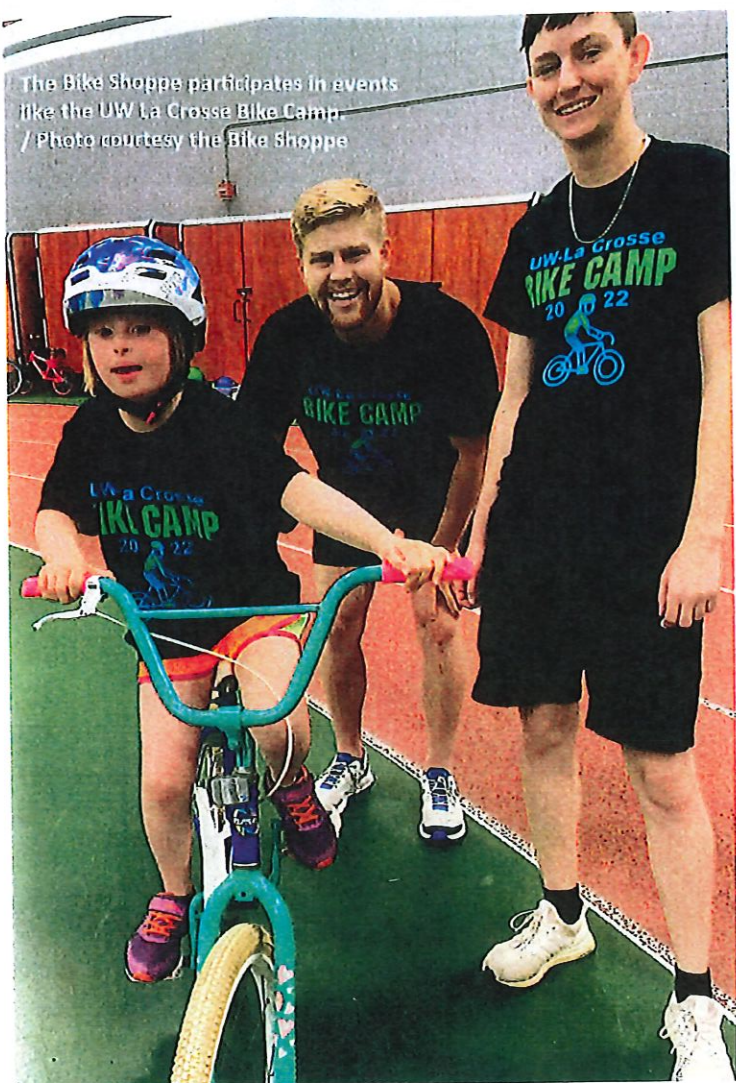
because crossing was too dangerous. The community also had limited access to the Wagon Wheel trail, an old stagecoach road that runs through the Mississippi River marsh next to the city. The new bridge connects to the Wagon Wheel trail, which connects homes in the Shore Acres community to the rest of La Crescent.

It has been a years-long project. With the help of a \$2.5 million bonding bill in 2018, and a \$1 million grant from the Minnesota Department of Transportation, the city was finally able to complete this phase of the development in 2022 with the construction of a biking and pedestrian bridge across Highway 14/61.



National Night Out is perfect for helmet giveaways. / Photo courtesy the Bike Shoppe

The Bike Shoppe participates in events like the UW La Crosse Bike Camp. / Photo courtesy the Bike Shoppe



The bridge has become “an overnight landmark” says City Administrator, Bill Waller. “It has created an energy, an excitement. People gravitate to it. Overnight it just became a focal point in the community.” Linda loves what it represents about the city. “Nothing says ‘this is an active town’ quite like putting a bridge right on the highway,” she laughs.

Bill heard from downtown La Crescent merchants that upon completion of the bridge, there was an immediate uptick in traffic to their businesses. Allie Benish, owner of Current Clothing Co., gets a first-hand view of the bike and pedestrian traffic. Her store is located within Johnson Livings on Walnut Street, just steps from the bridge. She’s used it herself with her eight-year-old son, Jase, and sees other community members accessing it all the time. “It’s great that it makes downtown more accessible,” she says. It’s also something that homebuyers really value, says Allie, who sells real estate in the La Crosse area as well. “Families want to live in areas that have access to bike routes and trails so this is an excellent value-add for La Crescent.”

Bill has also seen the benefit for La Crescent families. “We’ve got kids safely crossing into downtown and to school. We’re even seeing kids riding their bikes across it with their fishing poles,” he shares, describing how they now have access to the Mississippi River.

Providing even more trails for families to utilize is still in the works, says Bill. Representatives from the cities of Hokah, La Crescent, and Houston, as well as from Houston County, have entered into a cooperative agreement to work together to connect La Crescent to the Root River State Trailhead in Houston. It’s a big undertaking, but

- Fragrant Varieties
- Species Peonies
- Fern Leaf Peonies
- Itoh Hybrids
- Tree Peonies
- Heirloom Fruit Trees
- Other Unique and Rare Plants

Bill feels confident they've got the right people in place to make things happen. "There's a lot of work to be done," says Bill, who adds that there is no definitive timeline for the project. "But we've got good people on board."

Meanwhile, other developments continue. In addition to the bridge, The Wagon Wheel trail got an upgrade from crushed rock to black top last year, and a bike lane was added on Shore Acres Road. This route will extend even further when the City of La Crosse begins construction on a bike and pedestrian bridge near the Sportsman's Boat Landing that will cross the west channel of the Mississippi. This project is slated for 2025-2026. When it's completed, bikers will be able to safely ride from La Crescent to La Crosse — despite the major roadway and river.

"These trails have improved connectivity in our area and offer a greater number of options for local bicyclists," Scot says. "New and existing riders are not just talking about these amenities, but are getting out there and using them and that momentum is growing."

Providing this kind of access is why Linda became involved with The Bike Shoppe in the first place. "Until you build the infrastructure to make it easier for your community to be active, there will be barriers," she explains. Linda raised her own family in La Crescent and strived to be active with them. She knows others want this, too. And luckily for them, La Crescent is well on its way to becoming another of the Driftless Region's most bikeable cities.



Sara is a mom and writer living in La Crosse, Wisconsin. She has been an Inspire(d) contributor since 2018.



Volunteers Jim Gehrig and Scot McCollum work on bikes in the La Crescent Bike Shoppe. / Photo courtesy the Bike Shoppe

MORE ABOUT THE BIKE SHOPPE

Shop for a new bike or drop off an old one on Saturdays (May-August) from 9 am - 12 pm in the Corky's Pizza parking lot at 25 S Walnut St. La Crescent, MN. Call (608) 790-2580 or email bikeshoppe@lacscenthnp.org for repair/service inquiries. See updates and news at facebook.com/lacscentbikeshoppe

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#8.1

COUNTY OF HOUSTON
NOTICE OF PUBLIC HEARING AND INTENT TO ENACT AN ORDINANCE

PLEASE TAKE NOTICE:

That a public hearing to consider adopting a "No Wake Ordinance" will be held at the La Crescent Community Building, 336 1st St S, City of La Crescent, Minnesota at 5:00 p.m. on Wednesday, March 29, 2023.

Houston County has created a draft No Wake Ordinance to establish a one-hundred (100) foot no wake zone on West Channel from the West Channel Bridge north to the main channel entrance. Copies of the proposed No Wake Ordinance are available for viewing online at: <https://www.co.houston.mn.us/ordinances/>. Hard copies can be requested from the Zoning Office at (507) 725-5800.

All persons having an interest in the matter are invited to attend the hearing.

Written comments should be mailed to the Environmental Services Dept. Room 209, 304 South Marshall Street, Caledonia, MN 55921, or emailed to martin.herrick@co.houston.mn.us, and must be received by Friday, March 24th, 2023. Comments in regard to the petition received by this date will be part of the public record and will be made available for review by the Board of Commissioners prior to the hearing.

HOUSTON COUNTY ENVIRONMENTAL SERVICES

By Martin Herrick
Zoning Administration

ADV: Houston County News on March 10, 2023
Fillmore County Journal on March 13, 2023

Houston County, Minnesota

MAP LEGEND

100ft Proposed
No Wake Zone

0 1,000 ft

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