



City Council
Monday, August 10, 2026 - 5:00 PM

Regular Meeting
La Crescent Community Building
336 South First Street

AGENDA

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 Approval of Minutes- 07/24/2026, 07/27/2026, 08/03/2026

1.2 Bills payable through August 7, 2026

2. Public Hearing/Meeting

3. Items for Consideration

3.1 Consideration of a proposal by MSA Professional Services, Inc. for updating the City of La Crescent Comprehensive Plan

3.2 Fire Relief Association pension increase request

3.3 Resolution Seeking State of Minnesota Revenue Sharing Fund to Sustain Deputy Registrar Offices

3.4 Consideration of Grant Agreement with MnDNR CPL Grant Phase III Stoney Point

3.5 Request to allow goats in Wieser Park on October 11, 2026

3.6 Resolution — MNDOT IIJA grant funding for the FRA railroad crossing elimination grant

3.7 USA Gravel National championship request

3.8 Temporary Liquor License Application- Explore La Crosse for the Gravel National Championship event to be held September 11-12, 2026 at Abnet Field

- 3.9 Personnel Committee Recommendations
- 3.10 Final Pay Request- S. 6th St, and Oak St. Reconstruction
- 3.11 Expenditure request- All-staff training day October 12, 2026
- 3.12 Resolution authorizing joining the Statewide Volunteer Firefighter Defined Benefit Plan
- 3.13 Gambling Premises Permit Application- Lancer Booster Club

4. Unfinished Business

5. Mayor's Comments

6. Staff Correspondence/Committee Updates

- 6.1 Explore La Crosse June 2026 Minutes
- 6.2 Explore La Crosse July 2026 Agenda
- 6.3 Ribbon Cutting- Wieser Park Solar Panels and Playground

7. Correspondence

- 7.1 Representative Greg Davids Recognition- League of Minnesota Cities Legislator of Distinction

8. Houston County

9. Chamber of Commerce

10. Items for Next Agenda

11. Adjournment



Item: 1.1

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Approval of Minutes- 07/24/2026, 07/27/2026, 08/03/2026

Attached for consideration are the minutes from the 07/24/2026 Special City Council Meeting, the 07/27/2026 Regular City Council Meeting, and the 08/03/2026 Special City Council Meeting.

**Minutes, Special Meeting
City Council, City of La Crescent, Minnesota
July 24, 2026**

Call to Order

Pursuant to due call and notice thereof, the special meeting of the City Council of the City of La Crescent was called to order by Mayor Mike Poellinger at 2:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Friday, July 24, 2026.

Pledge of Allegiance

Roll Call

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Cherryl Jostad, Chris Langen, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Administrator Cassie Hanan, City Attorney Skip Wieser, Kayla Schmitz

1. Items for Consideration

1.1 Review and consideration of personnel items.

- a. The City Council will go into closed session for preliminary consideration of allegations against an individual subject to City Council authority pursuant to Minn. Stat. § 13D.05, subd. 2(b) (unless requested by employee).
- b. The City Council may consider disciplinary action against an individual subject to City Council authority.

Attorney Wieser reviewed the purpose of the meeting was to review preliminary consideration of allegations against an employee subject to City Council authority and the dual nature of employment status.

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

A MOTION TO CLOSE THE MEETING PURSUANT TO MINN. STATS. § 13D.05, SUB 2 (B) FOR PRELIMINARY CONSIDERATION OF ALLEGATIONS OF MISCONDUCT OF A CITY EMPLOYEE.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

The Council convened in closed session from 2:14 p.m. to 2:38 p.m.

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

A MOTION TO RECONVENE IN OPEN SESSION

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

Attorney Wieser reviewed next steps with the Council.

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

**A MOTION TO CONTINUE THIS MEETING TO A MEETING TO BE HELD
AUGUST 3, 2026 AT 4:00 P.M. AT THE COMMUNITY BUILDING, 336 SOUTH FIRST
STREET.**

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

2. Adjournment

There being no further business to come before the Council at this time, Member Williams made a motion, seconded by Member Langen 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;

Cherryl Jostad Yes
Chris Langen 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 2:45 P.M.

Approval Date:

Signed:

Mayor

Attest:

City Administrator

**Minutes, Regular Meeting
City Council, City of La Crescent, Minnesota
July 27, 2026**

Call to Order
MINUTES, REGULAR MEETING

**CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JULY 27, 2026**

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of July was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, July 27, 2026.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Cherryl Jostad, Chris Langen, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Administrator Cassie Hanan, Public Works Director Tyler Benish, City Attorney Skip Wieser, Finance Director Kara Tarrence, Sustainability Coordinator Jason Ludwigson, Community Development Coordinator Larry Kirch, and City Clerk Angie Boettcher.

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.

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

1. MINUTES – JULY 13, 2026
2. BILLS PAYABLE THROUGH – JULY 24, 2026
3. CASH BALANCE/ACTIVITY REPORT – JUNE 2026
4. LIBRARY REPORT – JUNE 2026
5. LOW POTENCY HEMP RETAIL LICENSES
6. DONATION RESOLUTION

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

- 1.1 Minutes- July 13, 2026
- 1.2 Bills Payable Through July 24, 2026
- 1.3 Cash Balance/Activity Report- June 2026
- 1.4 Library Report- June 2026
- 1.5 Low Potency Hemp Retail Licenses
- 1.6 Donation Resolution

2. Public Hearing/Meeting

3. Items for Consideration

- 3.1 Consideration of the City of La Crescent Sustainability and Resilience Plan

City resident Greg Husmann had an agenda request and addressed City Council regarding the Sustainability Resilience Plan.

At the July 13, 2026, City Council meeting, City Council reviewed the draft Sustainability Resilience Plan. Following that meeting recommended updates were made to the plan. Sustainability Coordinator Jason Ludwigson reviewed the updated La Crescent Sustainability and Resilience Plan with City Council. It was recommended that City Council approve the plan. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE UPDATED LA CRESCENT SUSTAINABILITY AND RESILIENCE PLAN AS PRESENTED.

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

Teresa O'Donnell-Ebner Yes
Dale Williams Yes

Mayor Poellinger Yes

and Members Jostad and Langen voted against the same. The motion was declared duly carried by a 3-2 vote.

3.2 Request to MnDOT District 6 for Corridor Study

Community Development Director Larry Kirch reviewed with City Council a letter to the MnDOT District 6 Director requesting that MnDOT work with the City and others on a corridor study from I-90 to Miller's Corner along U.S. Highways 14/61 and Minnesota State Highway 16. The purpose of the corridor study was outlined in the letter. The letter was drafted by Community Development Director Larry Kirch and then reviewed and approved by LAPC Director Bob Gollnick, City Engineer Tim Hruska, City Administrator Cassie Hanan, Public Works Director Tyler Benish, and Sustainability Coordinator Jason Ludwigson. City staff is requesting authorization from City Council for the Mayor to sign the letter to initiate the request. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO AUTHORIZE MAYOR POELLINGER TO SIGN THE LETTER TO THE MNDOT DISTRICT 6 DIRECTOR REQUESTING THAT MNDOT WORK WITH THE CITY AND OTHERS ON A CORRIDOR STUDY FROM I-90 TO MILLER'S CORNER ALONG U.S. HIGHWAYS 14/61 AND MINNESOTA STATE HIGHWAY 16.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

3.3 Personnel Committee Recommendations

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

1. On August 12, 2026, Dan Buchholz will have completed his 120-day probationary period as a golf course employee. The Personnel Committee is recommending that effective August 12, 2026, Mr. Buchholz's probationary status be removed and that he be moved to permanent employee status. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION THAT EFFECTIVE AUGUST 12, 2026, DAN BUCHHOLZ'S PROBATIONARY STATUS AS LEAD WORKER AT THE GOLF COURSE BE REMOVED AND THAT MR. BUCHHOLZ BE

CONSIDERED A PERMANENT CITY OF LA CRESCENT EMPLOYEE.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

2. The Personnel Committee is recommending that a Conditional Offer of Employment be approved for April Stone as a Peace Officer. Ms. Stone will start at Step 2 of the current LELS Union contract as a lateral entry peace officer candidate and pursuant to the terms and conditions of the LELS Union contract, Ms. Stone will serve a twelve-month probation period. A letter of recommendation addressed to the Personnel Committee from Chief Ahlschlager was included in the packet. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE A CONDITIONAL OFFER OF EMPLOYMENT FOR APRIL STONE AT STEP 2 OF THE CURRENT LELS UNION CONTRACT AS A LATERAL ENTRY PEACE OFFICER CANDIDATE WITH MS. STONE SERVING A TWELVE-MONTH PROBATIONARY PERIOD PURSUANT TO THE TERMS AND CONDITIONS OF THE LELS UNION CONTRACT.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

3. The Personnel Committee is recommending that an Offer of Employment be approved for Libby Leis for the Deputy Clerk Position. Ms. Leis will start at Step 2 of the current AFSCME Union contract and pursuant to the terms and conditions of the AFSCME Union contract, Ms. Leis will serve a twelve-month probationary period. A letter of recommendation addressed to the Personnel Committee from Administrator Hanan and Finance Director Tarrence was included in the packet. Following discussion, Member

O'Donnell-Ebner made the following motion:

MOTION TO REFER THIS ITEM BACK TO THE PERSONNEL COMMITTEE FOR A SECOND ROUND OF INTERVIEWS OF THE SELECTED CANDIDATES SO THAT A MEMBER OF THE PERSONNEL COMMITTEE OR COUNCIL REPRESENTATIVE MAY BE DIRECTLY INVOLVED IN THE INTERVIEW PROCESS.

The motion failed due to no second.

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

MOTION TO APPROVE AN OFFER OF EMPLOYMENT FOR LIBBY LEIS AT STEP 2 OF THE CURRENT AFSCME UNION CONTRACT FOR THE DEPUTY CLERK POSITION AND PURSUANT TO THE TERMS AND CONDITIONS OF THE AFSCME UNION CONTRACT MS. LEIS WILL SERVE A TWELVE-MONTH PROBATIONARY PERIOD.

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

Cherryl Jostad Yes
Chris Langen Yes
Dale Williams Yes
Mayor Poellinger Yes

and Member O'Donnell-Ebner voted against the same. The motion was declared duly carried by a 4-1 vote.

4. Two members of the La Crescent Fire Department are retiring in August and there is a possibility of two other members leaving the department. The Personnel Committee is recommending City Council approve starting the recruitment process for the position of Firefighter with the La Crescent Fire Department. A letter from Fire Chief Tarrence supporting the request was included in the packet. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE RECRUITMENT PROCESS FOR THE POSITION OF FIREFIGHTER WITH THE LA CRESCENT FIRE DEPARTMENT.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes

Dale Williams Yes
Mayor Poellinger Yes

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

5. The Personnel Committee is recommending City Council accept the resignation of Doug Stavenau from the Utility Maintenance II position effective July 24, 2026. Following discussion, Member Langen made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE RESIGNATION OF DOUG STAVENAU FROM THE UTILITY MAINTENANCE II POSITION EFFECTIVE JULY 24, 2026.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

- 3.4 Designate the Personnel Committee to hear Step 3 grievance(s) filed by a member of the AFSCME union

City Administrator Hanan reviewed with City Council that a Step 3 grievance has been filed for discipline imposed on a member of the AFSCME union and is anticipating another Step 3 grievance to be filed by the same member. It was recommended that City Council designate the Personnel Committee to handle both grievances at a Special City Council meeting to be held on Monday, August 3, 2026, at 4:00 p.m. at the La Crescent Community Building located at 336 South 1st Street. Following discussion, Member Langen made a motion, seconded by Member Williams as follows:

MOTION TO DESIGNATE THE PERSONNEL COMMITTEE IN HANDLING THE STEP 3 GRIEVANCE(S) FILED BY A MEMBER OF THE AFSCME UNION DURING A SPECIAL MEETING TO BE HELD ON AUGUST 3, 2026, AT 4:00 P.M. AT THE LA CRESCENT COMMUNITY BUILDING.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

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3.5 Consideration of an updated Professional Services Agreement with SRF
for the Railroad Crossing Elimination Grant Program

City Administrator Hanan reviewed with City Council that at the July 13, 2026, City Council meeting the Council approved a Professional Services Agreement with SRF, in partnership with WHKS. At the request of SRF, the Professional Services Agreement has been amended to remove WHKS from the agreement. SRF will have a separate subcontractor agreement with WHKS, and the updated Professional Services Agreement will be between the City of La Crescent and SRF. It was recommended that City Council approve the updated Professional Services Agreement. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE UPDATED PROFESSIONAL SERVICES AGREEMENT WITH SRF REMOVING WHKS FROM THE AGREEMENT AND THAT THE AGREEMENT WILL BE BETWEEN THE CITY OF LA CRESCENT AND SRF. SRF WILL HAVE A SEPARATE SUBCONTRACTOR AGREEMENT WITH WHKS.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

3.6 Updated Cooperative Agreement with Houston County for State Aid
Project 236-591-005

City Administrator Hanan reviewed an updated Cooperative Agreement with Houston County for State Aid Project 236-591-005. The agreement was approved by City Council at the July 13, 2026, Council meeting. The agreement was then sent to the Houston County Board of Supervisors for approval. On July 21, 2026, the Board of Supervisors made a change to the agreement regarding routine maintenance. It was recommended that City Council approve the updated agreement. A copy of the updated agreement was included. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE UPDATED COOPERATIVE AGREEMENT WITH HOUSTON COUNTY FOR STATE AID PROJECT 236-591-005 AS STATED.

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

4. Unfinished Business

5. Mayor's Comments

6. Staff Correspondence/Committee Updates

7. Correspondence

8. Houston County

9. Chamber of Commerce

10. Items for Next Agenda

11. Adjournment

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at
5:30 P.M.

APPROVAL DATE:

SIGNED:

Mayor

ATTEST:

City Administrator

Approval Date:

Signed:

Mayor

Attest:

City Administrator

**Minutes, Special Meeting
Continuance of July 24, 2026 Special Council Meeting
City Council, City of La Crescent, Minnesota
August 3, 2026**

Call to Order

Pursuant to due call and notice thereof, the special meeting of the City Council of the City of La Crescent was called to order by Mayor Mike Poellinger at 4:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, August 3, 2026.

Pledge of Allegiance

Roll Call

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Cherryl Jostad, Chris Langen, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Administrator Cassie Hanan, City Attorney Skip Wieser, Finance Director Kara Tarrence

1. Items for Consideration

1.1 Review and consideration of personnel items.

- a. The City Council will go into closed session for preliminary consideration of allegations against an individual subject to City Council authority pursuant to Minn. Stat § 13D.05, subd. 2(b) (unless requested by employee)
- b. The City Council may consider disciplinary action against an individual subject to City Council authority.

Attorney Wieser reviewed the purpose of the meeting was a continuation of a special meeting held on July 24, 2026, to review preliminary considerations of allegations against an employee subject to City Council authority.

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

A MOTION TO CLOSE THE MEETING PURSUANT TO MINN. STATS. § 13D.05, SUB 2 (B) FOR PRELIMINARY CONSIDERATION OF ALLEGATIONS OF MISCONDUCT OF A CITY EMPLOYEE.

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

Cherryl Jostad Yes

Chris Langen Yes

Teresa O'Donnell-Ebner Yes

Dale Williams Yes

Mayor Poellinger Yes

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

The Council convened in closed session from 4:04 p.m. to 4:50 p.m.

Member Langen made a motion, seconded by member Williams, as follows:

A MOTION TO RECONVENE IN OPEN SESSION

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

Cherryl Jostad Yes
Chris Langen Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mayor Poellinger Yes

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

Based on the summary and supporting information provided to the Council, Member Williams made a motion, seconded by member Langen, as follows:

A MOTION TO ADOPT AN AMENDED RESOLUTION TERMINATING DOUGLAS J. STAVENAU FROM THE CITY OF LA CRESCENT FIRE DEPARTMENT FOR CAUSE.

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

Cherryl Jostad Yes
Chris Langen Yes
Dale Williams Yes
Mayor Poellinger Yes

and Member O'Donnell-Ebner voted against the same. The motion carried 4-1.

The City Council acknowledged receipt of two emails, one from Ryan Hanson of AFSCME, and one from Douglas J. Stavenau received shortly before the start of the meeting.

2. Adjournment

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

Cherryl Jostad Yes
Chris Langen 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 4:52 P.M.

Approval Date:

Signed:

Mayor

Attest:

City Administrator



Item: 1.2

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Bills payable through August 7, 2026

Attached for review and consideration by the City Council are the bills payable for the period ending August 7, 2026. We would suggest that the City Council approve the payment of the bills payable as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACENTEK						
7/26 STMT	PARKS PHONE CHARGES	07/31/2026	164.90	.00		
7/26 STMT	LIC BUR PHONE CHARGES	07/31/2026	171.21	.00		
7/26 STMT	WATER PHONE CHARGES	07/31/2026	155.15	.00		
7/26 STMT	STREETS PHONE CHARGES	07/31/2026	43.60	.00		
7/26 STMT	POLICE DEPT PHONE CHARGES	07/31/2026	316.16	.00		
7/26 STMT	BLDG/ZNG PHONE CHARGES	07/31/2026	91.52	.00		
7/26 STMT	LIBRARY PHONE CHARGES	07/31/2026	139.54	.00		
7/26 STMT	GOLF COURSE PHONE CHARGES	07/31/2026	452.69	.00		
7/26 STMT	SEWER PHONE CHARGES	07/31/2026	125.45	.00		
7/26 STMT	POOL PHONE CHARGES	07/31/2026	130.12	.00		
7/26 STMT	PUBLIC WORKS PHONE CHARGES	07/31/2026	91.52	.00		
7/26 STMT	CITY HALL PHONE CHARGES	07/31/2026	411.93	.00		
7/26 STMT	ARENA PHONE CHARGES	07/31/2026	285.41	.00		
7/26 STMT	FIRE DEPT PHONE CHARGES	07/31/2026	477.63	.00		
Total 24:			3,056.83	.00		
AFLAC						
7/26 STMT	INSURANCE PREMIUMS	08/01/2026	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
7/26 DUES	PAYROLL DEDUCTED UNION DUES	08/01/2026	570.24	.00		
Total 25:			570.24	.00		
AIRGAS USA LLC						
9173884597	FD - OXYGEN	07/17/2026	145.46	.00		
Total 1802:			145.46	.00		
AMAZON CAPITAL SERVICES						
16KJ-F3WK-Y9F	LIC BUR - OFFICE SUPPLIES	07/31/2026	7.95	.00		
174N-4HWV-RVT	COMMUNITY BLDG - VACUUM CLEANER	07/28/2026	203.17	.00		
174X-MKD9-1VT	LIBRARY - BOOKS GRANT FUNDED	07/24/2026	142.99	.00		
179P-KM9H-7KT	FIRE DEPT - SAFETY EQUIPMENT	07/29/2026	35.99	.00		
179P-KM9H-7KT	POLICE DEPT - OFFICE SUPPLIES	07/29/2026	41.58	.00		
17TF-JNH6-JX96	POOL - CONCESSIONS	07/23/2026	58.44	.00		
196L-GC3T-W44	CITY HALL - OFFICE SUPPLIES	07/24/2026	18.48	.00		
19MC-L6WF-W7	LIBRARY - BOOKS GRANT FUNDED	07/24/2026	29.53	.00		
1C9W-KJJC-QP1	FIRE DEPT - SMALL TOOLS	08/03/2026	168.95	.00		
1C9W-KJJC-QP1	FIRE DEPT - SAFETY EQUIPMENT	08/03/2026	71.98	.00		
1C9W-KJJC-QP1	FIRE DEPT - TRUCK MAINT	08/03/2026	14.24	.00		
1G4Q-MVG7-RQ	POLICE DEPT - EQUIPMENT REPAIR	08/03/2026	210.06	.00		
1KVT-L3GL-MLF	CITY HALL - OFFICE SUPPLIES	07/23/2026	41.98	.00		
1KVT-L3GL-MLF	POOL - OFFICE SUPPLIES	07/23/2026	50.62	.00		
1MXL-PV9D-GN	GOLF COURSE - OFFICE SUPPLIES	08/02/2026	221.24	.00		
1NGG-VT1V-T1H	FIRE DEPT - OFFICE SUPPLIES	07/24/2026	21.28	.00		
1NGG-VT1V-T1H	FIRE DEPT - SMALL TOOLS	07/24/2026	307.28	.00		
1W7Y-1L79-7M6	GOLF COURSE - OFFICE SUPPLIES	07/29/2026	7.99	.00		
1X6R-TGP3-V71	CITY HALL - OFFICE SUPPLIES	07/23/2026	89.05	.00		
Total 9956:			1,742.80	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ANCHOR SOLAR INVESTMENTS LLC						
#81	MAINTENANCE BLDG - SOLAR	07/01/2026	418.47	418.47	08/03/2026	
#81	ANIMAL RESCUE - SOLAR	07/01/2026	214.58	214.58	08/03/2026	
#81	RADIUM PLANT - SOLAR	07/01/2026	418.47	418.47	08/03/2026	
Total 9859:			1,051.52	1,051.52		
BAUER'S MARKET & NURSERY, INC.						
60477	FLOWERS FOR WIESER PAVILION	07/31/2026	35.98	.00		
Total 133:			35.98	.00		
BEAM INSURANCE ADMINISTRATORS LLC						
8/26 STMT	EMPLOYER PAID DENTAL -CLERK	08/04/2026	131.06	131.06	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -LIBRARY	08/04/2026	50.11	50.11	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -PARKS	08/04/2026	10.02	10.02	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -REC	08/04/2026	5.52	5.52	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -STREETS	08/04/2026	104.75	104.75	08/04/2026	
8/26 STMT	DENTAL INSURANCE WITHHELD	08/04/2026	567.49	567.49	08/04/2026	
8/26 STMT	A/R DENTAL- PHYLLIS FEIOCK	08/04/2026	50.11	50.11	08/04/2026	
8/26 STMT	A/R DENTAL- DEB OLIVER	08/04/2026	50.11	50.11	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -FD	08/04/2026	6.90	6.90	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -LICENSE BUREAU	08/04/2026	172.46	172.46	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -PD	08/04/2026	172.46	172.46	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -SEWER	08/04/2026	48.32	48.32	08/04/2026	
8/26 STMT	EMPLOYER PAID DENTAL -WATER	08/04/2026	66.37	66.37	08/04/2026	
8/26 STMT	A/R DENTAL- ROSE ALBRECHT	08/04/2026	50.11	50.11	08/04/2026	
8/26 STMT	A/R DENTAL- PAUL KENAGA	08/04/2026	100.26	100.26	08/04/2026	
8/26 STMT	A/R DENTAL- BARB GILE	08/04/2026	100.26	100.26	08/04/2026	
Total 9858:			1,686.31	1,686.31		
BOBCAT OF THE COULEE REGION						
01-100008	STREETS - BOBCAT REPAIR	07/16/2026	304.67	.00		
01-100037	STREETS - BOBCAT REPAIR	07/17/2026	16.60	.00		
01-100319	STREETS - BOBCAT REPAIR	07/29/2026	129.50	.00		
01-99942	PARKS - TRACK MACHINE REPAIR	07/14/2026	302.51	.00		
Total 216:			753.28	.00		
BREYER'S SALES AND SERVICE INC						
22036	PARKS - MOWER REPAIR	07/07/2026	11.90	.00		
22102	PARKS - MOWER REPAIR	07/22/2026	4.76	.00		
22103	PARKS - MOWER REPAIR	07/22/2026	331.77	.00		
Total 131:			348.43	.00		
CITY OF LA CRESCENT						
7/26 ICE ARENA	WATER/SEWER UTIL - ICE ARENA	07/31/2026	262.97	.00		
7/26 WIESER PA	WATER/SEWER UTIL - WIESER PAVILION	07/31/2026	398.15	.00		
Total 196:			661.12	.00		
CITY TREASURER'S OFFICE						
2026 Q3 TRANSI	2026 Q3 TRANSIT LOCAL SHARE	07/30/2026	64,932.00	64,932.00	07/30/2026	
209590 - JUNE	WASTEWATER TO LA CROSSE	06/30/2026	30,043.92	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1086:			94,975.92	64,932.00		
CORKY'S PIZZA & ICE CREAM						
8/3/26	POLICE DEPT - NNO RESERVES	08/03/2026	75.00	.00		
Total 241:			75.00	.00		
CULLIGAN WATER CONDITIONING						
285X22511103	MAINT - WATER COOLER RENTAL	08/01/2026	39.95	.00		
285X22511103	CITY HALL - WATER COOLER RENTAL	08/01/2026	39.95	.00		
285X22511103	PD - WATER COOLER RENTAL	08/01/2026	39.95	.00		
285X22532604	FD - WATER COOLER RENTAL	08/01/2026	39.95	.00		
Total 231:			159.80	.00		
CUSTOM ALARM						
643583	GC - MONTHLY ALARM MONITORING SYSTEM	08/01/2026	46.89	.00		
Total 290:			46.89	.00		
DAVY LABORATORIES						
26G0421	WATER - TESTING	07/30/2026	120.00	.00		
Total 312:			120.00	.00		
DEPT OF NATURAL RESOURCES						
07/21/26-07/27/2	WEEKLY RECREATIONAL VEH. REGIST.	07/27/2026	5,616.06	5,616.06	07/31/2026	
07/28/26-08/03/2	WEEKLY RECREATIONAL VEH. REGIST.	08/03/2026	3,434.12	3,434.12	08/07/2026	
Total 318:			9,050.18	9,050.18		
EARL F ANDERSEN INC						
0143551-IN	STREETS - SIGN POSTS	07/29/2026	746.70	.00		
Total 404:			746.70	.00		
ECO THRIVE, LLC						
7/26 MILEAGE	MILEAGE	07/21/2026	22.47	.00		
7/26 REGULAR	SUSTAINABILITY SERVICES	07/31/2026	4,315.50	.00		
Total 9632:			4,337.97	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
07/31/26 P/R	FED/FICA/MEDICARE	08/04/2026	27,455.86	27,455.86	08/04/2026	
Total 1127:			27,455.86	27,455.86		
FARRELL EQUIPMENT & SUPPLY CO.						
334672	PARKS - SAW BLADE	07/24/2026	129.99	.00		
Total 8459:			129.99	.00		
FIRE SAFETY U.S.A., INC.						
7/29/26	FD - FOUTS TANKER TRUCK	07/29/2026	394,500.00	394,500.00	07/29/2026	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8851:			394,500.00	394,500.00		
FIVE STAR TELECOM INC						
60535	CAMERA REPAIR - HALLWAY IN CITY HALL	07/29/2026	187.50	.00		
Total 9587:			187.50	.00		
GENERATION X CONSTRUCTION LLC						
PAY REQ 1	REDWOOD ST STORM SEWER IMPROVEMENTS	08/05/2026	117,833.68	.00		
Total 10375:			117,833.68	.00		
GOPHER STATE ONE-CALL						
6070522	SEWER - LOCATE	07/31/2026	43.88	.00		
6070522	WATER - LOCATE	07/31/2026	43.87	.00		
Total 620:			87.75	.00		
GRAF ELECTRIC, INC.						
25284	GRINDER PUMP REPAIR - 408 SHORE ACRES	07/20/2026	196.04	.00		
25285	COMM ROOM - REPLACED OUTLET	07/20/2026	130.99	.00		
Total 619:			327.03	.00		
GUNDERSEN LUTHERAN						
5/26 STLMT	TIF REIMB. - SITE IMP. 45%	07/30/2026	10,624.92	10,624.92	07/30/2026	
Total 1157:			10,624.92	10,624.92		
HAWKINS INC.						
7520286	WATER PLANT - CHEMICALS	08/04/2026	7,086.64	.00		
Total 512:			7,086.64	.00		
HETH JR., JENNIFER & ROBERT						
5/26 STLMT	TIF REIMB - SITE IMP. - 90%	07/30/2026	3,966.83	3,966.83	07/30/2026	
Total 8951:			3,966.83	3,966.83		
HIGHLAND PRODUCTS GROUP, LLC						
310048057	BIKE RACKS FOR WIESER PARK - OUTDOOR REC GRAN	07/31/2026	1,527.00	.00		
Total 9977:			1,527.00	.00		
HOKAH CO-OP OIL ASSOCIATION						
11786	GC - LP	07/28/2026	877.35	877.35	08/03/2026	
292313	GC - OIL FOR EQUIPMENT	07/06/2026	145.24	.00		
841	GC - DIESEL AND GAS FILL	07/23/2026	2,819.18	.00		
Total 715:			3,841.77	877.35		
IMPERIAL DADE						
42579142	CITY HALL - CLEANING SUPPLIES	07/29/2026	299.60	.00		
Total 10243:			299.60	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
INGRAM LIBRARY SERVICES LLC						
98065770	LIBRARY - BOOKS GRANT FUNDED	07/23/2026	27.87	.00		
Total 10337:			27.87	.00		
INTERNATIONAL UNION OF						
7/26 DUES	GC - UNION DUES WITHHELD	08/01/2026	350.00	.00		
Total 8293:			350.00	.00		
J & K OF LA CROSSE, INC.						
74412	CLEANING SERVICE - WIESER PAVILION	08/01/2026	505.00	.00		
Total 10265:			505.00	.00		
JE & SM ENTERPRISES						
2219	POOL - CONCESSIONS	07/19/2026	528.00	.00		
Total 10358:			528.00	.00		
KANSAS CITY LIFE INSURANCE CO.						
8/26 STMT	EMPLOYER PAID INS. -PARKS	08/04/2026	3.45	3.45	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -PUB WORKS	08/04/2026	22.44	22.44	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -SEWER	08/04/2026	13.82	13.82	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -WATER	08/04/2026	16.61	16.61	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -LIBRARY	08/04/2026	27.86	27.86	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -CLERK	08/04/2026	24.05	24.05	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -PD	08/04/2026	2.55	2.55	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -REC	08/04/2026	1.82	1.82	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -STREET	08/04/2026	21.73	21.73	08/04/2026	
8/26 STMT	P/R DEDUCTIONS	08/04/2026	397.55	397.55	08/04/2026	
8/26 STMT	EMPLOYER PAID INS. -FD	08/04/2026	1.27	1.27	08/04/2026	
Total 8915:			533.15	533.15		
KITZMANN, ANNA						
7/26 REIMB	LIBRARY - REIMB. PROGRAM SUPPLIES	07/21/2026	114.96	.00		
Total 10174:			114.96	.00		
KU-LE REGION FORESTRY INC.						
1370	CPL GRANT STONEY PT HERBICIDE APPLICATIONS	07/28/2026	4,000.00	.00		
Total 10248:			4,000.00	.00		
KWIK TRIP INC						
7/26 STMT	B&Z - FUEL	07/31/2026	127.84	.00		
7/26 STMT	PARKS - FUEL	07/31/2026	1,435.03	.00		
7/26 STMT	WATER - FUEL	07/31/2026	69.44	.00		
7/26 STMT	PARKS - WATER & ICE	07/31/2026	7.48	.00		
7/26 STMT	POOL - FOOD FOR SWIM TEAM	07/31/2026	23.71	.00		
7/26 STMT	PD - FUEL	07/31/2026	1,844.93	.00		
7/26 STMT	STREETS - FUEL	07/31/2026	913.87	.00		
7/26 STMT	FD - FUEL	07/31/2026	586.38	.00		
7/26 STMT	SEWER - FUEL	07/31/2026	69.44	.00		
7/26 STMT	POOL - CONCESSIONS	07/31/2026	81.83	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1014:			5,159.95	.00		
LA CRESCENT ACE HARDWARE						
7/26 STMT	MAINT - SMALL TOOLS	07/31/2026	4.59	.00		
7/26 STMT	MAINT - SMALL TOOLS	07/31/2026	42.47	.00		
7/26 STMT	PD - KEYS FOR THE POOL	07/31/2026	57.90	.00		
7/26 STMT	MAINT - SOCKET SET	07/31/2026	42.99	.00		
7/26 STMT	MAINT - SMALL TOOLS	07/31/2026	1.59	.00		
7/26 STMT	MAINT - HITCH BALL & ADAPTER	07/31/2026	28.98	.00		
7/26 STMT	WATER DEPT- SHIPPING FOR WATER TESTS	07/31/2026	16.46	.00		
7/26 STMT	FIRE DEPT - TRUCK MAINT	07/31/2026	12.00	.00		
7/26 STMT	FIRE DEPT - TRUCK MAINT	07/31/2026	18.58	.00		
7/26 STMT	FIRE DEPT - TRUCK MAINT	07/31/2026	4.99	.00		
7/26 STMT	POOL - REPAIR	07/31/2026	9.98	.00		
7/26 STMT	POOL - REPAIR	07/31/2026	13.18	.00		
7/26 STMT	PARKS - PLAYGROUND REPAIR AT WIESER	07/31/2026	11.99	.00		
7/26 STMT	PD - WINDSHIELD WASH	07/31/2026	4.99	.00		
7/26 STMT	GC - SMALL TOOLS	07/31/2026	41.76	.00		
7/26 STMT	POOL - WASP SPRAY	07/31/2026	16.00	.00		
7/26 STMT	MAINT - SMALL TOOLS	07/31/2026	32.98	.00		
7/26 STMT	PARKS - FLAGS	07/31/2026	235.94	.00		
7/26 STMT	MAINT - HOSE	07/31/2026	69.99	.00		
7/26 STMT	MAINT - SPRAY PAINT	07/31/2026	8.59	.00		
7/26 STMT	MAINT - SMALL TOOLS	07/31/2026	26.58	.00		
7/26 STMT	CITY HALL - DOORHANDLE FOR WOMENS RESTROOM	07/31/2026	38.99	.00		
7/26 STMT	WATER DEPT- SHIPPING FOR WATER TESTS	07/31/2026	14.53	.00		
7/26 STMT	FIRE DEPT - BATTERIES FOR EQUIPMENT	07/31/2026	39.98	.00		
7/26 STMT	FIRE DEPT - BLDG MAINT	07/31/2026	9.98	.00		
7/26 STMT	POOL - CLEANING SUPPLIES	07/31/2026	82.10	.00		
7/26 STMT	POOL - CLEANING SUPPLIES	07/31/2026	101.67	.00		
7/26 STMT	STREETS - SIGN REPAIR	07/31/2026	6.99	.00		
7/26 STMT	PD - NNO	07/31/2026	15.99	.00		
7/26 STMT	PD - POWERSTRIP	07/31/2026	29.99	.00		
Total 717:			1,042.75	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
5/26 STLMT	TIF REIMB. FOR CONST. COSTS 17.5%	07/23/2026	6,171.61	6,171.61	07/30/2026	
6/26 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/06/2026	1,785.92	.00		
Total 9810:			7,957.53	6,171.61		
LA CRESCENT AUTO REPAIR, INC						
27542	PD - P22 VEHICLE MAINTENANCE	07/27/2026	89.81	.00		
37594	PD - P21 VEHICLE MAINTENANCE	07/27/2026	92.56	.00		
37613	PD - P20 VEHICLE MAINTENANCE	07/27/2026	58.04	.00		
37643	PARKS - LAWN MOWER TIRE	07/27/2026	154.49	.00		
37681	PD - P19 VEHICLE MAINTENANCE	07/27/2026	384.20	.00		
37762	PD - P20 VEHICLE MAINTENANCE	07/27/2026	251.05	.00		
37952	FD - VEHICLE MAINTENANCE	07/31/2026	96.12	.00		
Total 8168:			1,126.27	.00		
LA CRESCENT CHAMBER OF COMMERCE						
6/26 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/06/2026	1,785.92	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1142:			1,785.92	.00		
LA CRESCENT HOTEL GROUP LLC						
5/26 STLMT	TIF REIMB. FOR CONST. COSTS 80%	07/30/2026	28,213.06	28,213.06	07/30/2026	
Total 9816:			28,213.06	28,213.06		
LA CRESCENT ROCK PRODUCTS INC						
26-294	ROCK FOR ROAD REPAIR CRESCENT HILLS	07/31/2026	1,382.56	.00		
Total 1121:			1,382.56	.00		
LA CROSSE AREA CONVENTION AND						
6/26 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/06/2026	5,586.73	.00		
Total 9824:			5,586.73	.00		
LAPHAM'S CLEANING LLC						
45	CITY HALL - CLEANING	07/22/2026	1,200.00	.00		
Total 10121:			1,200.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
7/26 DUES	PD - PAYROLL DEDUCTED UNION DUES	08/01/2026	511.00	.00		
Total 1134:			511.00	.00		
LEASE SERVICING CENTER, INC.						
52964	PD TESLA - LEASE PYMT PRINCIPAL	08/01/2026	1,088.33	1,088.33	08/03/2026	
52964	EQUINOX - LEASE PYMT PRINCIPAL	08/01/2026	1,447.29	1,447.29	08/03/2026	
52964	PD TESLA - LEASE PYMT INTEREST	08/01/2026	178.99	178.99	08/03/2026	
52964	EQUINOX - LEASE PYMT INTEREST	08/01/2026	219.38	219.38	08/03/2026	
Total 10152:			2,933.99	2,933.99		
MATHY CONSTRUCTION COMPANY INC						
5200025873	STREET - STREET PATCH	07/30/2026	17,566.32	.00		
Total 1303:			17,566.32	.00		
MAYO CLINIC AMBULANCE SERVICE						
4298107	BLS PROVIDER CARDS	07/22/2026	72.00	.00		
Total 8150:			72.00	.00		
MENARDS-LA CROSSE						
30317	GC - CLEANING SUPPLIES	07/15/2026	168.49	.00		
30317	GC - EQUIPMENT REPAIR	07/15/2026	10.57	.00		
30317	GC - BLDG MAINT	07/15/2026	27.46	.00		
30317	GC - SMALL TOOLS	07/15/2026	30.89	.00		
30581	WATER PLANT - BLDG MAINT	07/21/2026	117.96	.00		
30689	GC - BLDG MAINT	07/23/2026	263.72	.00		
30689	GC - SMALL TOOLS	07/23/2026	38.82	.00		
30899	STREETS - STORM SEWER REPAIR	07/28/2026	114.69	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1352:			772.60	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
07/31/26PR0015	MN CHILD SUPPORT	08/03/2026	525.14	525.14	08/03/2026	
Total 9597:			525.14	525.14		
MINNESOTA DEPT OF REVENUE						
07/31/26 P/R	MN STATE WHT	08/04/2026	5,026.00	5,026.00	08/04/2026	
Total 227:			5,026.00	5,026.00		
MORRIS ELECTRONICS INC.						
21177	STREETS - G1 LICENSES	07/21/2026	19.96	.00		
21177	POLICE DEPT - G1 LICENSES	07/21/2026	79.84	.00		
21177	PARKS - G1 LICENSES	07/21/2026	9.98	.00		
21177	FIRE DEPT - G1 LICENSES	07/21/2026	69.86	.00		
21177	CLERK - G1 LICENSES	07/21/2026	99.80	.00		
21177	B&Z - G1 LICENSES	07/21/2026	9.98	.00		
21177	POLICE DEPT - G3 LICENSES	07/21/2026	49.60	.00		
21177	CLERK - G3 LICENSES	07/21/2026	99.20	.00		
21177	POOL - G3 LICENSES	07/21/2026	24.80	.00		
21177	PUBLIC WORKS - G1 LICENSES	07/21/2026	9.98	.00		
21177	PLANNING COMMISSION - G1 LICENSES	07/21/2026	69.86	.00		
21177	GOLF COURSE - G1 LICENSES	07/21/2026	9.98	.00		
21177	CONTRACTED - G1 LICENSES	07/21/2026	19.96	.00		
21177	COUNCIL - G1 LICENSES	07/21/2026	49.90	.00		
21177	WATER - G3 LICENSES	07/21/2026	24.80	.00		
21177	FIRE DEPT - G3 LICENSES	07/21/2026	12.40	.00		
21177	B&Z - G3 LICENSES	07/21/2026	12.40	.00		
21414	PARKS - DATA REQUEST SERVICE	08/05/2026	187.50	.00		
21414	STREETS - DATA REQUEST SERVICE	08/05/2026	187.50	.00		
Total 10081:			1,047.30	.00		
MTI DISTRIBUTING INC						
1522491-00	PARKS - MOWER REPAIR	07/23/2026	5,922.05	.00		
Total 1330:			5,922.05	.00		
NCPERS GROUP LIFE INSURANCE						
7/26 STMT	LIFE INSURANCE PREMIUMS	08/01/2026	144.00	.00		
Total 1619:			144.00	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1711816	GC - BEER FOR RESALE	07/23/2026	418.90	.00		
Total 2311:			418.90	.00		
NORTHLAND TRUST SERVICES, INC.						
4/22/26 SERIES2	PAYING AGENT FEE - 2026A	08/04/2026	495.00	495.00	08/04/2026	
4/22/26 SERIES2	ORIGINAL ISSUANCE OF BONDS	08/04/2026	255.00	255.00	08/04/2026	
7/27/26 SERIES	BOND INTEREST - 2016A	07/27/2026	150.00	150.00	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2016A	07/27/2026	12,993.75	12,993.75	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2016A	07/27/2026	300.00	300.00	07/27/2026	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/27/26 SERIES	BOND INTEREST - 2016A	07/27/2026	7,456.25	7,456.25	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2017A	07/27/2026	1,526.25	1,526.25	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2018A	07/27/2026	31,750.00	31,750.00	07/27/2026	
7/27/26 SERIES	PAYING AGENT FEE - 2018A	07/27/2026	495.00	495.00	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2019A	07/27/2026	6,996.88	6,996.88	07/27/2026	
7/27/26 SERIES	PAYING AGENT FEE - 2019A	07/27/2026	495.00	495.00	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2019B	07/27/2026	7,410.00	7,410.00	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2019B	07/27/2026	3,162.50	3,162.50	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2019B	07/27/2026	6,180.00	6,180.00	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2020A	07/27/2026	800.00	800.00	07/27/2026	
7/27/26 SERIES	PAYING AGENT FEE - 2020A	07/27/2026	19.80	19.80	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2020A	07/27/2026	20,500.00	20,500.00	07/27/2026	
7/27/26 SERIES	PAYING AGENT FEE - 2020A	07/27/2026	475.20	475.20	07/27/2026	
7/27/26 SERIES	BOND INTEREST - 2022A	07/27/2026	34,357.50	34,357.50	07/27/2026	
Total 8772:			135,818.13	135,818.13		
OESTERLE, LAVERN						
188106	STREETS - BALES OF STRAW	07/28/2026	800.00	.00		
Total 8963:			800.00	.00		
OFFICE OF MNIT SERVICES						
26050652	POLICE DEPT - MONTHLY CROWDSTRIKE ANTIVIRUS M	06/17/2026	26.66	.00		
26050652	CITY HALL - MONTHLY CROWDSTRIKE ANTIVIRUS MONI	06/17/2026	26.67	.00		
26060655	B&Z - MONTHLY CROWDSTRIKE ANTIVIRUS MONITORIN	07/21/2026	10.66	.00		
26060655	SERVER & CONTROL EQUIP - MONTHLY CROWDSTRIKE	07/21/2026	18.67	.00		
26060655	GOLF COURSE - MONTHLY CROWDSTRIKE ANTIVIRUS M	07/21/2026	2.66	.00		
26060655	CITY HALL - MONTHLY CROWDSTRIKE ANTIVIRUS MONI	07/21/2026	26.68	.00		
26060655	POLICE DEPT - MONTHLY CROWDSTRIKE ANTIVIRUS M	07/21/2026	32.01	.00		
26060655	LIC BUR - MONTHLY CROWDSTRIKE ANTIVIRUS MONITO	07/21/2026	8.00	.00		
26060655	PUBLIC WORKS - MONTHLY CROWDSTRIKE ANTIVIRUS	07/21/2026	2.66	.00		
26060655	FINANCE - MONTHLY CROWDSTRIKE ANTIVIRUS MONIT	07/21/2026	10.66	.00		
26060655	FIRE DEPT - MONTHLY CROWDSTRIKE ANTIVIRUS MONI	07/21/2026	13.33	.00		
Total 10332:			178.66	.00		
P & T ELECTRIC INC						
29259	ICE ARENA DOOR OPENER	08/03/2026	503.48	.00		
Total 1643:			503.48	.00		
PENDELTON TURF SUPPLY INC						
14686	GC - CHEMICALS FOR THE COURSE	07/28/2026	2,923.84	.00		
Total 9169:			2,923.84	.00		
PEPSI-COLA BOTTLING COMPANY						
9134518	POOL - POP FOR RESALE	07/15/2026	714.00	.00		
9134519	GC - POP FOR RESALE	07/15/2026	716.50	.00		
9136897	GC - POP FOR RESALE	07/28/2026	721.50	.00		
Total 1615:			2,152.00	.00		
PERFORMANCE FOODSERVICE						
375593	GC - FOOD FOR RESALE	07/08/2026	606.87	.00		
379248	GC - CHIPS, SNACKS, NUTS	07/15/2026	45.57	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
379248	GC - FOOD FOR RESALE	07/15/2026	708.21	.00		
383645	GC - KITCHEN SUPPLIES	07/18/2026	22.36	.00		
383645	GC - FOOD FOR RESALE	07/18/2026	45.57	.00		
389336	GC - CLEANING SUPPLIES	07/29/2026	61.08	.00		
389336	GC - FOOD FOR RESALE	07/29/2026	839.22	.00		
Total 10087:			2,328.88	.00		
POINT C						
07/27/26 K. TAR	MEDICAL REIMB P/R DEDUCTED- K. TARRENCE	07/28/2026	70.00	70.00	07/28/2026	
08/05/26 K. TAR	MEDICAL REIMB P/R DEDUCTED- K. TARRENCE	08/06/2026	53.06	53.06	08/06/2026	
7/26STMT PCH1	ADMIN FEE	08/05/2026	75.00	75.00	08/05/2026	
Total 10202:			198.06	198.06		
PROLOGUE PLANNING GROUP						
7/1/26 - 7/31/26	ECONOMIC DEVELOPMENT SERVICES	07/31/2026	3,134.93	.00		
Total 10006:			3,134.93	.00		
PUBLIC EMPLOYEES RETIREMENT						
07/31/26 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	08/06/2026	18,079.64	18,079.64	08/06/2026	
Total 1612:			18,079.64	18,079.64		
QUADIENT LEASING USA, INC						
Q2468434	POSTAGE METER RENT- LIBRARY	07/27/2026	11.12	.00		
Q2468434	POSTAGE METER RENT- PD	07/27/2026	22.26	.00		
Q2468434	POSTAGE METER RENT-SEWER	07/27/2026	44.49	.00		
Q2468434	POSTAGE METER RENT-ARENA	07/27/2026	11.12	.00		
Q2468434	POSTAGE METER RENT- CITY	07/27/2026	44.49	.00		
Q2468434	POSTAGE METER RENT- G.C.	07/27/2026	11.12	.00		
Q2468434	POSTAGE METER RENT- LIC. BUR.	07/27/2026	11.12	.00		
Q2468434	POSTAGE METER RENT- PUB WORKS	07/27/2026	11.12	.00		
Q2468434	POSTAGE METER RENT-WATER	07/27/2026	44.49	.00		
Q2468434	POSTAGE METER RENT-B&Z	07/27/2026	11.12	.00		
Total 9213:			222.45	.00		
READY BUS LINE CO						
137883	SWIM TEAM TRANSPORTATION	07/27/2026	919.40	.00		
Total 2402:			919.40	.00		
SAM'S CLUB						
7/26 STMT	POOL - CONCESSION FOOD RESALE	07/31/2026	581.48	581.48	08/03/2026	
7/26 STMT	PARKS - GARBAGE BAGS	07/31/2026	136.08	136.08	08/03/2026	
7/26 STMT	POOL - CONCESSION FOOD RESALE	07/31/2026	1,068.22	1,068.22	08/03/2026	
7/26 STMT	CITY HALL - OFFICE SUPPLIES	07/31/2026	149.62	149.62	08/03/2026	
7/26 STMT	FIRE DEPT - EQUIPMENT MAINT	07/31/2026	174.90	174.90	08/03/2026	
7/26 STMT	CITY HALL - ANNUAL MEMBERSHIP	07/31/2026	120.00	120.00	08/03/2026	
7/26 STMT	CITY HALL - CLEANING SUPPLIES	07/31/2026	11.48	11.48	08/03/2026	
7/26 STMT	POOL - CONCESSION FOOD RESALE	07/31/2026	358.83	358.83	08/03/2026	
7/26 STMT	PARKS - CLEANING SUPPLIES	07/31/2026	74.90	74.90	08/03/2026	
7/26 STMT	GOLF COURSE - CHIPS, SNACKS, NUTS	07/31/2026	385.38	385.38	08/03/2026	
7/26 STMT	POOL - CONCESSION FOOD RESALE	07/31/2026	581.82	581.82	08/03/2026	
7/26 STMT	GOLF COURSE - ANNUAL MEMBERSHIP	07/31/2026	64.62	64.62	08/03/2026	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1861:			3,707.33	3,707.33		
SCHOTT DISTRIBUTING CO., INC.						
164126	GC - BEER FOR RESALE	07/02/2026	598.40	.00		
164126	GC - POP FOR RESALE	07/02/2026	79.50	.00		
168937	GC - BEER FOR RESALE	07/16/2026	747.65	.00		
168940	GC - BEER FOR RESALE	07/16/2026	529.00	.00		
168940	GC - POP FOR RESALE	07/16/2026	27.00	.00		
171024	GC - BEER FOR RESALE	07/30/2026	447.90	.00		
171024	GC - POP FOR RESALE	07/30/2026	25.50	.00		
171025	GC - BEER FOR RESALE	07/30/2026	643.00	.00		
Total 1931:			3,097.95	.00		
THIN LINE OUTFITTERS OF WI LLC						
260079	PD - P-23 EQUIPMENT REPAIR	07/30/2026	100.00	.00		
260112	PD - P-19 EQUIPMENT REPAIR	07/31/2026	100.00	.00		
260123	PD - P-17 EQUIPMENT REPAIR	07/29/2026	157.50	.00		
Total 10321:			357.50	.00		
TOTAL LAND CARE, LLC						
2338	MOWING 817 REDWOOD EAST	07/07/2026	160.31	.00		
Total 10284:			160.31	.00		
TRI-STATE BUSINESS MACHINES IN						
657832	LIBRARY - COPY/PRINTER	07/10/2026	98.00	.00		
658276	MOTOR VEHICLE - COPY/PRINTER	07/17/2026	66.00	.00		
658276	PD - COPY/PRINTER	07/17/2026	140.75	.00		
658276	WATER - COPY/PRINTER	07/17/2026	72.82	.00		
658276	PUBLIC WORKS - COPY/PRINTER	07/17/2026	182.04	.00		
658276	GOLF COURSE - COPY/PRINTER	07/17/2026	13.04	.00		
658276	FD - COPY/PRINTER	07/17/2026	12.49	.00		
658276	SEWER - COPY/PRINTER	07/17/2026	72.82	.00		
658276	B&Z - COPY/PRINTER	07/17/2026	109.22	.00		
658276	CLERK - COPY/PRINTER	07/17/2026	182.04	.00		
Total 2024:			949.22	.00		
US POSTAL SERVICE						
08/26 CYCLE 3 B	POSTAGE - WATER/SEWER BILL	08/03/2026	185.62	185.62	08/03/2026	
08/26 CYCLE 3 B	POSTAGE - WATER/SEWER BILL	08/03/2026	185.62	185.62	08/03/2026	
Total 2102:			371.24	371.24		
VERIZON WIRELESS						
6149733481	FD - MOBILE & DATA	07/28/2026	240.15	.00		
Total 8973:			240.15	.00		
VISA						
7/26 STMT	POOL - LANE & DECK ROPE	07/31/2026	612.52	.00		
7/26 STMT	E-FILE FEE - ELECTIVE PAY SOLAR & EV TAX CREDIT	07/31/2026	129.99	.00		
7/26 STMT	LIBRARY - PROGRAM SUPPLIES	07/31/2026	100.00	.00		
7/26 STMT	LIBRARY - PROGRAM SUPPLIES	07/31/2026	150.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/26 STMT	PD - PEACE OFFICER ONLINE JOB APPLICATION	07/31/2026	39.00	.00		
7/26 STMT	ACCOUNTANT - CASELLE CONF REGISTRATION	07/31/2026	299.00	.00		
7/26 STMT	BOOKKEEPER- CASELLE CONF REGISTRATION	07/31/2026	299.00	.00		
7/26 STMT	ACCOUNTANT - HOTEL FOR CASELLE CONFERENCE	07/31/2026	308.77	.00		
7/26 STMT	FD - STATE FIRE MARSHALL CONFERENCE 3 @ \$195	07/31/2026	585.00	.00		
7/26 STMT	POOL - PRESSURE GAUGES	07/31/2026	60.33	.00		
7/26 STMT	LIBRARY - PROGRAM SUPPLIES	07/31/2026	31.20	.00		
7/26 STMT	LIBRARY - PROGRAM SUPPLIES	07/31/2026	125.93	.00		
7/26 STMT	PD - INTERNET PEOPLE SEARCH	07/31/2026	100.00	.00		
7/26 STMT	PD - FOOD FOR HOUSTON COUNTY CHEIFS MEETING	07/31/2026	111.15	.00		
7/26 STMT	FINANCE DIR - CASELLE CONF REGISTRATION	07/31/2026	299.00	.00		
7/26 STMT	FINANCE DIR - HOTEL FOR CASELLE CONFERENCE	07/31/2026	308.77	.00		
7/26 STMT	BOOKKEEPER- HOTEL FOR CASELLE CONFERENCE	07/31/2026	308.77	.00		
Total 2208:			3,868.43	.00		
VOYA INSTITUTIONAL TRUST COMPANY						
07/26 D. STAVEN	HSA SEVERANCE PAY	07/31/2026	7,398.95	7,398.95	07/31/2026	
07/26 D. STAVEN	HSA SEVERANCE PAY	07/31/2026	1,644.21	1,644.21	07/31/2026	
07/26 D. STAVEN	HSA SEVERANCE PAY	07/31/2026	3,288.42	3,288.42	07/31/2026	
07/26 D. STAVEN	HSA SEVERANCE PAY	07/31/2026	822.12	822.12	07/31/2026	
07/26 D. STAVEN	HSA SEVERANCE PAY	07/31/2026	3,288.42	3,288.42	07/31/2026	
07/31/26 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	08/04/2026	952.00	952.00	08/04/2026	
Total 10290:			17,394.12	17,394.12		
WHKS & CO.						
58282	BASEMAP REVISIONS	06/26/2026	207.00	.00		
58282	MILEAGE	06/26/2026	213.88	.00		
58282	MONTHLY STAFF MEETING	06/26/2026	372.00	.00		
58282	ERP & RRA PREPARATION	06/26/2026	1,960.00	.00		
58286	TRAIL EX TO MILLERS CORNER FEASIBILITY	06/26/2026	890.52	.00		
58289	MAPLE ST RECONSTRUCTION	06/26/2026	4,647.04	.00		
Total 8290:			8,290.44	.00		
WIESER BROTHERS, INC.						
25228	WIESER PARK PROJECT - CONCRETE WORK	07/27/2026	101,235.00	.00		
Total 2338:			101,235.00	.00		
WIESER LAW OFFICE PC						
7/26 CITY	BLDG/ZNG - LEGAL FEES	07/31/2026	2,342.02	.00		
7/26 CITY	COUNCIL - LEGAL FEES	07/31/2026	2,342.02	.00		
7/26 CITY	SEWER DEPT - LEGAL FEES	07/31/2026	1,171.01	.00		
7/26 CITY	CLERK - LEGAL FEES	07/31/2026	2,342.02	.00		
7/26 CITY	WATER DEPT - LEGAL FEES	07/31/2026	1,171.01	.00		
7/26 POLICE	PD - LEGAL FEES	07/31/2026	4,710.08	.00		
Total 2361:			14,078.16	.00		
WIESER PRECAST/DORIC VAULTS						
20708	CONCRETE TO REPAIR STORM SEWER S 11TH & CEDAR	07/30/2026	65.00	.00		
Total 2309:			65.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ZIEBELL'S HIAWATHA FOODS INC						
457536	GC - CLEANING SUPPLIES	07/01/2026	224.12	.00		
457536	GC - CHIPS, SNACKS, NUTS	07/01/2026	56.50	.00		
457536	GC - FOOD FOR RESALE	07/01/2026	576.68	.00		
457606	GC - CLEANING SUPPLIES	07/02/2026	61.68	.00		
458357	GC - CLEANING SUPPLIES	07/10/2026	319.19	.00		
458357	GC - CHIPS, SNACKS, NUTS	07/10/2026	91.45	.00		
458357	GC - FOOD FOR RESALE	07/10/2026	269.89	.00		
458357	GC - KITCHEN SUPPLIES	07/10/2026	113.31	.00		
458416	GC - KITCHEN SUPPLIES	07/10/2026	32.89	.00		
458894	GC - CLEANING SUPPLIES	07/16/2026	92.14	.00		
458894	GC - FOOD FOR RESALE	07/16/2026	339.77	.00		
458894	GC - KITCHEN SUPPLIES	07/16/2026	222.41	.00		
458894	GC - CHIPS, SNACKS, NUTS	07/16/2026	63.34	.00		
459389	GC - FOOD FOR RESALE	07/23/2026	290.02	.00		
459389	GC - KITCHEN SUPPLIES	07/23/2026	1.10	.00		
459921	GC - KITCHEN SUPPLIES	07/30/2026	201.06	.00		
459921	GC - FOOD FOR RESALE	07/30/2026	282.44	.00		
459921	GC - CLEANING SUPPLIES	07/30/2026	314.39	.00		
459921	GC - CHIPS, SNACKS, NUTS	07/30/2026	84.75	.00		
Total 2417:			3,637.13	.00		
Grand Totals:			1,106,639.50	733,116.44		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



Item: 3.1

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Consideration of a proposal by MSA Professional Services, Inc. for updating the City of La Crescent Comprehensive Plan

We are requesting to update the City's Comprehensive Plan. The Plan was completed in 2016, and it is good practice to update a Comprehensive Plan every 10 years. The City has adopted several other plans since 2016 that will be incorporated into the update. The scope of work and contract with MSA is included in the attachment. For 2026, the City has \$12,000 set aside for zoning updates. We are requesting those funds be reallocated to this project. The zoning updates will be completed once the updated Comprehensive Plan is adopted. We will include the remaining \$29,900 for this project in the proposed 2027 budget, as well as funding for zoning updates.

MSA assisted the City with the plan in 2016 and their familiarity with the plan helped keep the costs down for this proposed scope of work. The Planning Commission reviewed the scope of work, and recommended the City Council move forward with approving the contract with MSA. We may have some minor edits to the contract, and we request that the City Council allow the City Attorney and the City Administrator to make those changes as needed.



Professional Services Agreement

MSA Project Number: 12759008

This AGREEMENT (Agreement) is made effective 7/24/2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Steve Tremlett

Email: stremlett@msa-ps.com

CITY OF LA CRESCENT (OWNER)

Address: 315 Main Street, P.O. Box 142, La Crescent, MN 55947

Phone: 507-895-4668

Representative: Cassie Hanan

Email: chanan@cityoflacrescent-mn.gov

Project Name: City of La Crescent MN Comprehensive Plan Update 2026-2027

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: October 2026
Approximate Completion Date: July 2027

The lump sum fee for the work is: \$41,900*

**Billings not to exceed \$12,000 in 2026*

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF LA CRESCENT

MSA PROFESSIONAL SERVICES, INC.

Cassie Hanan

Administrator

Date: _____

Steve Tremlett

Planning Team Leader

Date: 07/24/2026

OWNER ATTEST: (Optional)

Owner Attest Name

Title

Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING) (rev 11/25)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

PLAN ELEMENT #1: PROJECT MANAGEMENT

MSA will use the following methods to maintain clarity about scope and schedule, and work through challenges that arise during the process.

- A detailed scope at project startup, including agreement on methods and schedule.
- A thorough Project Initiation Meeting with City staff.
- Four (4) remote check-ins between MSA and City staff ahead of Planning Commission meetings. Generally, these meetings will be 30 minutes long.

Following each Planning Commission meeting, MSA will provide a seven-day review period for Commissioners to review the Chapters provided in its final graphic design format and solicit one final round of review and comments. Comments shall be compiled by City staff and submitted to MSA as a single document to streamline edits and decision-making.

PLAN ELEMENT #2: PLANNING COMMISSION MEETINGS + COMMUNITY ENGAGEMENT

Planning Commission Meetings

As the primary working group for this process, the Planning Commission (PC) will validate, supplement, and edit plan content. MSA will facilitate a total of five (5) meetings with the Planning Commission and will attend each meeting in person.

- PC Mtg 1: Updated Chapter 1 Snapshot + Existing Plans Review; Issues & Opportunities Discussion
- PC Mtg 2: Updated Chapter 2: Goals, Objectives, Strategies
- PC Mtg 3: Updated Chapter 3: Land Use & Community Design
- PC Mtg 4: Full Draft Review, inclusive of updated Chapter 4: Implementation & Action Plan
- PC Mtg 5: Public Hearing and Plan Recommendation

City Council Adoption

MSA will attend this meeting remotely.

Stakeholder Focus Groups (or Interviews)

MSA will conduct up to three (3) remote (held over Microsoft Teams) focus groups or interviews with key community stakeholders in the initial phase of the planning. City staff will identify a list of individuals and organizations (with contact information) with MSA scheduling the meeting time.

Online Community Survey

MSA will conduct one (1) online survey through SurveyMonkey. The survey results will be placed in an appendix (using output from SurveyMonkey) with salient statistics shared in the plan to reinforce specific goals, objectives and strategies.

Pop-Up Events Assistance

City staff will set up a booth or tent at outdoor events during the planning process to garner feedback and design ideas. MSA will provide materials/activities for up to two (2) events that can be used to garner feedback and share information on the process.

Community Visioning Workshop

MSA will facilitate a public input meeting at the start of the planning process to yield feedback on the community vision, current issues and opportunities, and provide background about the plan and the process to update it. This meeting will be held ahead of, and on the same day as, Planning Commission Meeting #1. MSA will provide a summary of the meeting, which will be included in the plan.

PLAN ELEMENT #3: DOCUMENT UPDATE

Relevant Plan Review & Inclusion

MSA will complete a review and summary of relevant local and regional plans to inform updates to the plan's goals, objectives and strategies.

Document Updates

MSA will work with staff to update all chapters of the existing plan. It is understood that the majority of Chapter 2 is still relevant, requiring only minor updates per recent plans, public outreach through this planning process, and other recent best practices. Chapters 3 and 4 will receive more extensive review.

Community Indicators Report (in Appendix)

The existing Community Indicators Report will be reduced in size, providing more graphics to hit on the most important factors for each plan element. Expected demographic and economic data will include, but are not limited to: population projections; age, sex, and race/ethnicity; household and median income; housing tenure, and housing costs; major employers and industries; etc.

ADDITIONAL SERVICES

The following items can be added to the scope of work via contract amendment at the following rates:

- Additional In-Person meeting: \$1,550 (includes reimbursables)
- Additional Remote meeting: \$650
- Public Meeting (on the same night as MSA-attended Planning Commission meeting): \$2,000

Addendum to Agreement

This Addendum is a continuation of the Agreement dated July 24, 2026 between MSA Professional Services, Inc. (“Consultant”) and City of La Crescent (“Owner”) is hereby stated to include the following:

Insurance. Insurance secured by the Consultant shall be issued by insurance companies acceptable to the Owner and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. Consultant shall obtain insurance policies from insurance companies having “AM Best” rating of A- (minus). The Consultant shall secure and maintain the following insurance as itemized below:

Worker’s Compensation Insurance. Workers Compensation insurance shall meet the statutory obligations with Coverage B – Employers Liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.

Commercial General Liability Insurance. Commercial General Liability insurance shall be at the limits of at least \$2,000,000 each occurrence; 3,000,000 annual aggregate. The policy shall be on an “occurrence” basis, shall include contractual liability coverage and the Owner shall be named an additional insured.

Commercial Automobile Liability Insurance. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$2,000,000 combined single limit for bodily injury and property damage. In addition, the following coverage shall be included: owned, hired and non-owned automobiles.

Professional Liability (Errors & Omissions) (claims-made). \$2,000,000.00 per claim and aggregate; retroactive date no later than Effective Date; maintain coverage or tail for 2 years after completion.

Acceptance of the insurance by the Owner shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Owner does not represent that the insurance requirements are sufficient to protect the Consultant’s interest or provide adequate coverage. A thirty (30)-day written notice is required if the policy is canceled, not renewed or materially changed or ten (10) days written notice for non-payment of premium. The Consultant shall require any of its subConsultants, if subcontracting is allowable under this Contract, to comply with these provisions.

Certificate of Insurance. The Consultant shall, prior to commencing services, deliver to the Owner a Certificate of Insurance as evidence that the above coverage is in full force and effect.

Independent Consultant. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant

with respect to the services to be performed under this contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-Consultants of the Consultant only and not of the Owner; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

Work Product Ownership (City Ownership Upon Payment). All reports, studies, plans, specifications, drawings, models, calculations, data, photographs, notes, memoranda, software (excluding Consultant's pre-existing tools), and other documents and materials, in any form or medium, that are prepared, developed, or produced by MSA (the "Consultant") specifically for the City of La Crescent (the "City") in connection with the Services (collectively, the "Work Product") shall be the property of the City upon the City's payment in full of all amounts due and owing for the Work Product. Upon such payment, Consultant hereby assigns to the City all right, title, and interest in and to the Work Product, including all intellectual property rights therein, to the extent such rights are assignable.

Notwithstanding the foregoing, Consultant retains all right, title, and interest in and to (i) Consultant's pre-existing materials, methodologies, templates, software, tools, know-how, and processes, and (ii) any generalized skills, ideas, concepts, or techniques developed or used in performing the Services ("Consultant Materials"). To the extent any Consultant Materials are incorporated into the Work Product, Consultant grants to the City a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, and create derivative works of such Consultant Materials as incorporated in the Work Product, solely for the City's internal purposes and operation, maintenance, and use of the project for which the Services were performed.

General Provisions.

Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

Assignment. The Consultant may not assign this Agreement to any other person unless written consent is obtained from the Owner.

Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

Damages. Notwithstanding anything to the contrary in the Agreement, any provision in the Agreement that excludes, disclaims, waives, or limits recovery of special, indirect, incidental, consequential, exemplary, or punitive damages, and/or that excludes, disclaims, waives, or limits recovery of liquidated damages, is hereby deleted in its entirety and shall be of no force or effect. Any such damages shall be recoverable to the fullest extent permitted by applicable law.

Nondiscrimination. In the hiring of employees to perform work under this Agreement, the

Consultant shall not discriminate against any person by reason of any characteristic protected by state or federal law.

Force Majeure. Neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the Owner.

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

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

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

Notice to Consultant: MSA Professional Services, Inc.
Attn: Steve Tremlett
1702 Pankratz Street
Madison, WI 53704

Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Houston, State of Minnesota.

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

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

Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

Conflict/Inconsistency. This Addendum is incorporated into and made part of the Professional Services Agreement between the parties (the “Agreement”). In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement or any other exhibit, attachment, or incorporated document, the terms of this Addendum shall control and prevail to the extent of the conflict. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

Signatures on Following Pages

MSA Professional Services, Inc.

Date: _____

By: Steve Tremlett
Its: Planning Team Leader

City of La Crescent

Date: _____

By: Mikel Poellinger
Its: Mayor

Date: _____

By: Cassandra Hanan
Its: City Administrator



Item: 3.2

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Fire Relief Association pension increase request

Attached for review and consideration is a request from the La Crescent Fire Department Relief Association to increase the annual pension benefit amount from \$5,900 to \$6,500. The Relief Association has adequate funds in their account to cover this increase and we recommend that the City Council approve this request.

La Crescent Fire Department Relief Association

Memo

To: Cassie Hanan, City Administrator & La Crescent City Council Members

From: Todd Hase, Treasurer

Date: 7/28/2026

Re: Fire Department Relief Association - Pension Increase

The La Crescent Fire Department Relief Association membership met on 7/14/2026 and voted to increase the members annual benefit amount from \$5,900 to \$6,500. This vote was ratified 7/27/2026 by a unanimous vote.

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

Thank You for your support and consideration in this matter.



Todd Hase

Treasurer -La Crescent Fire Department Relief Association



Item: 3.3

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Kara Tarrence, Finance Director
Date: August 10, 2026
Re: Resolution Seeking State of Minnesota Revenue Sharing Fund to Sustain Deputy Registrar Offices

The Minnesota Deputy Registrar's Association, MDRA, is a statewide membership organization promoting common interests of deputy registrars in providing professional licensing services to the public and liaison to the state. The MDRA is asking every deputy registrar's office to pursue passage of the attached resolution.

The resolution requests that the 2027 legislature recognize the need to increase state revenue sharing to local deputy registrars.

With increasing operational costs to provide local services, I support MDRA's request for our support. It is my recommendation that City Council adopt the resolution.

RESOLUTION NO. 08-26-19
RESOLUTION SEEKING STATE OF MINNESOTA
REVENUE SHARING FUND TO SUSTAIN DEPUTY REGISTRAR OFFICES

WHEREAS, the State of Minnesota has a responsive and well-established network of locally operated deputy registrars acting as independent agents for the benefit of our citizens and the State, who are appointed and regulated by the Minnesota Department of Public Safety; and,

WHEREAS, the State of Minnesota in 1949 established a filing fee on motor vehicle-related transactions to be retained by the deputy registrar office as their only income to pay for all their associated costs in providing this vital local service on the State's behalf; and,

WHEREAS, increasing costs borne by any office include but are not limited to basic inflation, salaries, training, insurance, rent, security, bank fees, utilities, furnishings, phones, computers, IT infrastructure, scanners, copiers, paper and toner cartridges, postage; and,

WHEREAS, the Department of Public Safety has transferred 40% of their data entry work onto deputy registrars without due compensation for these additional time-consuming tasks; and,

WHEREAS, the Department of Public Safety has aggressively marketed their exclusive online and mail-in service options to the public which also captures any filing fee in direct competition with deputy registrar offices who depend upon that revenue for their own local sustainability; and,

WHEREAS, increased costs to provide local services, exacerbated by competition and expanded new duties both caused by the State, now routinely outpace the filing fee income realized by any deputy registrar office and causing 6 permanent local office closures statewide since 2021; and,

WHEREAS, annual shortages incurred by public deputy offices are now consistently being subsidized by their local governments to remain open, while private deputy offices without this ability are forced to seek alternative lines of credit elsewhere to remain operational; and,

WHEREAS, a 2022 State commissioned independent expert review (*King report*) specifically calls on the State to share 25-50% of all filing fee revenue derived from the Department's online and mail-in transactions with all local deputy registrar offices, and a subsequent State commissioned study from 2024 (*Barry-Dunn report*) also reinforced the overall need to develop a more sustainable revenue model for deputy registrars to remain operational.

NOW, THEREFORE, BE IT RESOLVED the City of La Crescent requests that the **2027 State Legislature** recognize the critical need to sustain deputy registrar offices and to **enact a permanent state revenue sharing fund for deputy registrars**, sourced with 50% of the existing filing fee revenue captured by the Department of Public Safety from their online and mail-in transactions to be disbursed quarterly among all deputy offices in Minnesota.

Passed and adopted this ____ day of _____, 2026



Item: 3.4

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Jason Ludwigson
Date: August 10, 2026
Re: Consideration of Grant Agreement with MnDNR CPL Grant Phase III
Stoney Point

The City was awarded a Conservation Partners Legacy Grant by the Minnesota DNR to complete phase III of the forest habitat restoration on the Stoney Point property. The grant is for \$75,000. The project involves forestry mowing, cutting of large invasive trees like Black Locust, follow-up foliar spraying applications, mowing, and planting of hardwood trees in the area south of the Stoney Point well house to South 7th Street.

The forestry mowing will be accompanied by a two-to-three-year effort using mowing and systemic herbicides targeted to the exotic invasive woody vegetation using foliage sprays. Once exotic invasive woody vegetation is eradicated or at a manageable level, the City will plant a diverse selection of native hardwood species on this site to reestablish the forest. Those native hardwood species would be a mix of hackberry, bitternut hickory, sugar maple, white oak, shagbark hickory, and chinkapin oak.

We will continue the public education and outreach efforts that have been successful with phase I and phase II of the Forest Habitat Improvements in Stoney Point.

The grant agreement is included in the packet. The grant agreement content is similar to the agreement the City entered into for the Phase II Forest Habitat Improvement project in Stoney Point. The Phase III project has a different grant timeline and amount, but the parameters are similar. We would ask that the Council approve entering into the grant agreement with the MN DNR. We would anticipate the project starting in the late fall and winter of 2027/2028. I will be in attendance to review the project scope and timing.

CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

City of La Crescent/ Stoney Point Forest Habitat Restoration Phase III

State Accounting information:

SWIFT Contract Doc. Type: GRK **SWIFT Contract #:** 294618
SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** 3000306570

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000201625	Category Code: 84101501
Total Amount of Contract for ALL years:	\$75,000		Total Amount of Contract: \$ 75,000	For FY: 27
Total Amount of Contract:	For FY:		Total Amount of Contract: \$	For FY:

Contract Start Date: Upon Execution **Speedchart Name:** _____
Contract Expiration Date: June 30, 2029 **Speedchart Number:** _____

Grantee Name and Address: City of La Crescent
315 Main Street
La Crescent, MN 55947

Did you remember to:

 Check for debarred vendor? ☒ Yes ☐ No

 Check for annual plan limit? ☒ Yes ☐ No

 Work on state lands? ☐ Yes ☐ No

PO Reference: DS-FY26 ECP Round 5 CPL Stoney Point Forest Habitat Restoration Phase III

Description: FY2026 ECP Round 5 CPL; City of La Crescent, Stoney Point Forest Habitat Restoration Phase III.
The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	26	\$75,000	2300	R2936725	R296K96	441352		2W205	

Project/ Grant Reporting Funding String

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

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STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Swift Contract Number:

CONSERVATION PARTNERS LEGACY GRANT PROGRAM GRANT CONTRACT City of La Crescent/ Stoney Point Forest Habitat Restoration Phase III

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

Recitals

1. Under [Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5\(v\)](#), and [Minnesota Statute § 84.026](#) the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5.

Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: Signage; Liability; State Audits; Government Data Practices and Intellectual Property Rights; Data Compatibility and Availability Requirements; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Data Disclosure; Use of Funds for Match or Reimbursement; Real Property Interest Report.

2 Specifications, Duties, and Scope of Work

Grantee's Duties

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

- 2.1** Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2** Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3** Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in [Minnesota Laws 2025, Regular Session, Chapter 36, Article 1, Section 2, Subd. 5\(v\)](#), and MN Statute 97A.056.
- 2.4** Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2026 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located [Here](#).
- 2.5** Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6** Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.
- 2.7** To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8** Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.
- 3** The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 10.2).
- 4** The Grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.

4.1 State's Duties

- 4.2** To provide Grantee up to **\$75,000** for the costs incurred for the completion of the Project.
- 4.3** The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

5 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

6 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 6.1 Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.
- A. Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the [CPL Payment Manual](#).
- 6.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable. Administrative costs are limited to personnel costs for project administration and on-the-ground work. Up to 10% of the grant award may be used for personnel costs, and only paid employees of the grantee organization may claim personnel costs. Personnel rates include hourly wage and fringe only (FICA/Medicare, retirement, and health insurance.) Proof of wage is required, and all personnel costs must be budgeted in the work plan. All personnel time must be documented with the name of employee, date of work, hours worked, brief description of work, and hourly rate
- 6.3 Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed 1% of the total awarded grant amount; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 6.4 Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before 4 pm local time, July 25, 2029. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the [CPL Payment Manual](#), which is incorporated into this grant contract by reference.
- In accordance with [Minnesota Management and Budget Statewide Operating Policy 0801-01](#), payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.
- 6.5 Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.
- 6.6 Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.
- 6.7 Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State. All match documentation must be submitted by the Grantee prior to final payment by the State. Final payment will not be made until all match is documented.

6.8 For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at <https://osp.admin.mn.gov/granteval/grant-eval-uploader>, per [Minnesota Statutes § 16B.98, Subdivision 12](#) and [OGM Policy 08-13](#).

7 Conditions of Payment

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

8 Contracting and Bidding Requirements

8.1 Municipalities. The Grantee is required to comply with [Minnesota Statutes §471.345, Uniform Municipal Contracting Law](#).

- A. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- B. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- C. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

8.2 Nonprofit Organizations.

- A. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- B. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- C. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- D. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - [Metropolitan Council Underutilized Business Program](#)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- E. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- F. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- G. Notwithstanding 6.2 A-F above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- H. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

- I. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement.](#)

9 Authorized Representatives

9.1 The State's Authorized Representatives:

David Stein	Amy Yoelin	Karis Ritenour
CPL Program Coordinator	CPL Program Administrator	CPL Grants Specialist
500 Lafayette Road Box #20	500 Lafayette Road Box #20	500 Lafayette Road Box #20
St. Paul, MN 55155	St. Paul, MN 55155	St. Paul, MN 55155
651-259-5375	651-259-5536	651-259-5218
david.stein@state.mn.us	amy.yoelin@state.mn.us	karis.ritenour@state.mn.us

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

9.2 The Grantee's Authorized Representative(s) are

Project Manager	Fiscal Contact
Jason Ludwigson	Jason Ludwigson
Sustainability Coordinator	Sustainability Coordinator
315 Main Street	315 Main Street
315 Main Street	
La Crescent, MN 55947	La Crescent, MN 55947
jludwigson@cityoflacrescent-mn.gov	jludwigson@cityoflacrescent-mn.gov
507-313-9633	507-313-9633

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

- 9.3** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

10 Assignment, Amendments, Waiver, and Contract Complete

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

- 10.2 Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Subcontracting and Subcontract Payment

- 11.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 11.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 11.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 11.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 11.5** The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 11.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.
- 11.7** It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located [Here](#).
- 12 Liability** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.
- 12.1 General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2025 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.

13 State Audits

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

14 Government Data Practices and Intellectual Property Rights

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

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

A. Obligations

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

14.2.1.2 Representation: The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to

the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

- B. Uses of the Works and Documents.** The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.
- C. Possession of Documents.** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Workers Compensation

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

16 Governing Law, Jurisdiction, Venue

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

17 Termination

17.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- B. With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

17.2 Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would

not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

18 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

19 Publicity and Endorsement

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

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

20 Data Disclosure

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

21 Project Requirements

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

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

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

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

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

21.4 Restoration and Management Plan.

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

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

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

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

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

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

23 In the Event of a Lawsuit

- 23.1** An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 23.2** Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 10, Liability.
- 24 Data Compatibility and Availability Requirements**
- 24.1 Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 24.2 Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.
- 25 Accessibility and Safety**
- 25.1 Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>
- 25.2 Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.
- 26 Purchase of Recycled or Recyclable Materials.** The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.
- 27 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**
- 27.1** The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 27.2** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- 28 Use of Funds for Match or Reimbursement.** Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.
- 28.1** The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- 28.2** If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.
- 29 Conflict of Interest.** The Grantee, by signing and submitting Exhibit B, Conflict of Interest Disclosure Form, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

- 30 Real Property Interest Report.** The Grantee must comply with the reporting requirements specified in [Minnesota Statute 97A.056](#), Subd. 16.

31. Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- 31.1** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
- 31.2** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- 31.3** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- 31.4** Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- 31.5** Any other applicable non-discrimination law(s).

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement.

Exhibit A: Work Plan

Exhibit B: Conflict of Interest Disclosure Form

Exhibit C: CPL Payment Manual

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: Sacia Matheson

Signature: Sacia Matheson

Title: Contracts Officer Date: July 30, 2026

SWIFT Contract No. 294618/3000306570

Grantee

With delegated authority

Cassie Hanan

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Department of Natural Resources

With delegated authority

Print Name: _____

Signature: _____

Title: _____

Date: _____

Initial
ah

July 30, 2026

**DEPARTMENT OF
NATURAL RESOURCES****DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: June 18, 2026

PROJECT CONTACT**Project Name:** Stoney Point Forest Habitat Restoration
Phase III**Organization Name:** City of La Crescent**Organization Type:** Government**Mailing Address 1:** 315 Main Street**Mailing Address 2:** 315 Main Street**City, State ZIP Code:** La Crescent, MN 55947**Project Manager:** Jason Ludwigson**Title:** Sustainability Coordinator**Phone:** 507-313-9633**Email:** jludwigson@cityoflacrescent-mn.gov**PROJECT OVERVIEW****Sites / Location****County Name:** Houston**Project Site Name:** Stoney Point Forest Habitat Restoration
Phase III**Total Project Sites:** 1**Total Project Acres:** 11**Land Ownership****Primary Land Ownership:** Local Government**Additional Land Ownerships:** (N/A)**Habitat****Primary Type:** Forest**Additional Types:** (N/A)**Activities****Primary Activity:** Restoration**Additional Activities:** (N/A)**PROJECT FUNDING SUMMARY****Grant Type:** (N/A)**Grant Request Level:** (N/A)**Total Grant Amount Requested:** \$75,000**Total Match Amount Pledged:** \$9,000**Additional Funding Amount:** \$1,000**Total Project Cost:** **\$85,000****PROJECT SUMMARY**

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

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT

Forestry Mowing - mow and mulch invasive brush, invasive vines, and woody debris
Hand-cutting - areas too steep to mow and mulch hand-cutting and spraying of stumps with appropriate herbicide at the time cutting.
Move debris from hand cut areas so it can be mulched or burned.
Mulching - use of forestry mower to mulch remaining brush, branches from hand-cutting.

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

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

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

PROJECT OBJECTIVES

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

METHODS

(N/A)

EXPERIENCE / ABILITIES

(N/A)

PROJECT TIMELINE

Time Frame	Goal
Fall and Winter 2026/2027	Forestry Mowing Lower Stoney Point
Fall and Winter 2026/2027	Hand Cutting Large Trees
Fall and Winter 2026/2027	Cut Stump Herbicide Application Large Trees
Spring 2027 and Spring 2028	Herbicide Treatment Resprouts in Forestry Mowing Area
Spring 2028 and Fall 2028	Plant Hardwood Trees

Estimated Project Completion Date: 2029-05-31

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.
(N/A)
2. Describe any urgency associated with this project.
(N/A)
3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.
(N/A)

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

4. Describe public access at project site for hunting and fishing, identifying all open seasons.
(N/A)
5. Discuss use of native vegetation *(if applicable)*.
(N/A)
6. Discuss your budget and why it is cost effective.
(N/A)
7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.
(N/A)

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Jason Ludwigson	Street Address 1: 315 Main Street
Title: Sustainability Coordinator	Street Address 2: 315 Main Street
Email: jludwigson@cityoflacscent-mn.gov	City, State ZIP Code: La Crescent, MN 55947
Phone: 507-313-9633	

Budget Details

Personnel

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Jason Ludwigson	Flagging Site	\$1,000	Match	In-Kind
Jason Ludwigson	Tree Planting	\$2,000	Match	In-Kind
Jason Ludwigson	Grant administration	\$2,000	Grant	(N/A)

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
Contractor	Burning Large Logs	\$2,000	Grant	(N/A)
Contractor	Hand Cutting Invasive Trees	\$32,000	Grant	(N/A)
Contractor	Forestry Mowing	\$27,000	Grant	(N/A)

Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Bitternut Hickory Trees	Forest Enhancement	\$3,000	Grant	(N/A)
Chinkapin Oak Trees	Forest Enhancement	\$3,000	Match	Cash
Hackberry Trees	Forest Enhancement	\$3,000	Grant	(N/A)
Shagbark Hickory Trees	Forest Enhancement	\$3,000	Grant	(N/A)
Sugar Maple Trees	Forest Enhancement	\$3,000	Grant	(N/A)
White Oak Trees	Forest Enhancement	\$3,000	Match	Cash

Additional Funding

Additional Funding Amount: \$1,000

Budget Overview

Item Type	Grant	Match	Total
Personnel	\$2,000	\$3,000	\$5,000
Contracts	\$61,000	-	\$61,000

CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION (Continued)

Budget Overview (Continued)

Item Type	Grant	Match	Total
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	\$12,000	\$6,000	\$18,000
Additional Budget Items	-	-	-
Totals:	\$75,000	\$9,000	\$84,000

SITE INFORMATION

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

Land Manager

Name: Tyler Benish

Organization: City of La Crescent

Title: Public Works Director

Phone: 507-895-4627

Email: tbenish@cityoflacrescent-mn.gov

Site Information

Habitat: Forest

(1) **Site Name:** Stoney Point

DOW Lake #: (N/A)

Acres: 11

PLS Section: Township - 104, Range - 4W, Section - 9

Activity: Restoration

Land Ownership: Local Government

Open to Public Hunting? No

Open to Public Fishing? No

NATURAL HERITAGE DATABASE REVIEW

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

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: Vertebrate Animal, Invertebrate Animal, Vascular Plant, Native Plant Community (NPC). The forestry mowing will be done in the fall and winter when more of these animals and plants are dormant. In order to restore the site some impacts on these plant and animal communities are inevitable. The project will improve the long-term forest habitat the project area.

ATTACHMENTS

Additional Documentation

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

Letter of Support

File Name	Description
City_of_La_Crescent_Letter_of_Support_3-19-2026-1.pdf	
lac_CPL_memo(1).doc	



Item: 3.5

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Request to allow goats in Wieser Park on October 11, 2026

Attached is a request from the La Crescent Montessori & Stem School Fall Festival Committee requesting permission to have 2 to 4 goats at Wieser Park for their Fall Festival on October 11, 2026 from 1 p.m. to 4 p.m. Given their commitment to keeping the park clean, safe, and well cared for during the event, we recommend that the City Council approve this request.

LA CRESCENT MONTESSORI & STEM SCHOOL
Fall Festival Committee

Proposal to Allow Goats at Wieser Park Pavilion

Date: July 30, 2026

To: La Crescent City Council

Subject: Request to Allow Goats at Wieser Park Pavilion During the LMSS Fall Festival

Dear City Council,

The La Crescent Montessori & STEM School Fall Festival Committee is requesting permission to have 2 to 4 goats at Wieser Park Pavilion during our Fall Festival on Sunday, October 11, from 1:00 p.m. to 4:00 p.m.

Our Fall Festival is a community event open to everyone, not just LMSS families. Our goal is to bring the community together, encourage families to enjoy Wieser Park, and strengthen connections throughout La Crescent. While some food and activities will have a small fee to help cover event costs, everyone is welcome to attend and enjoy the afternoon.

This year's festival will include a bounce house, hay ride, soup and chili cook off, bake sale, caramel apple bar, pumpkin painting, scavenger hunt, s'mores, and we would love to include a small goat petting area as another family friendly attraction.

To help ensure everything runs smoothly:

- There will be 2 to 4 friendly goats provided and supervised by an experienced owner.
- The goats will remain in a secure 3 foot high portable pen with a hay feeder.
- The goats will have hay, feed, and treats available, making excessive grazing unlikely. They will only be at the park during the event, so we expect little to no impact on the lawn.
- Goat droppings are small, dry pellets that are easy to clean up. At the end of the event, the area will be thoroughly raked, cleaned, and left in good condition.

We understand the City's responsibility to care for our parks and are committed to keeping Wieser Park clean, safe, and well cared for throughout the event.

Thank you for considering our request. We appreciate your support and would be happy to answer any questions.

Sincerely,

LMSS Fall Festival Committee



Item: 3.6

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Tyler Benish, Public Works Director
Date: August 10, 2026
Re: Resolution — MNDOT IIJA grant funding for the FRA railroad crossing elimination grant

Attached for review and consideration is a resolution and grant agreement with MNDOT for IIJA grant match funding for the FRA railroad crossing elimination program.

The grant agreement will reimburse the City of La Crescent up to \$30,645 for the planning and alternatives analysis performed by SRF Consulting Group.

We suggest the City Council approve a resolution authorizing the City to execute the grant agreement with MNDOT.

RESOLUTION 08-26-20
State Funded Program for IIJA Discretionary Grant Assistance
Terms and Conditions
SP No. 236-589-002
August 10, 2026

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

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

WHEREAS, the amount of the grant has been determined to be **\$30,645.00** by reason of the lowest responsible bid;

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

ADOPTED this 10th Day of August 2026.

SIGNED:

Mayor

ATTEST:

City Clerk

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

This Grant Agreement (the “Agreement”) is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of La Crescent
315 Main St.
La Crescent, MN 55947
Contact: Tyler Benish, Public Works Director

RECITALS

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

AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5. As required by [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee’s Duties

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

agreement, or their successors in office.

3 Time

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

4 Consideration and Payment

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

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

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

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$30,645.00**.

4.2 Payment

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

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

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

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

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 State's Authorized Representative is:

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

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

6.2 Grantee's Authorized Representative is:

Cassandra Hanan,
City Administrator,
315 Main Street, La Crescent, MN 55947
507-895-4668,
CHanan@cityoflacrescent-mn.gov

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State

Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices

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

11 Workers' Compensation

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

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

13.1 Termination by the State. State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

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

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

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

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

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

14 Data Disclosure

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

- 15 **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 18 **Additional Provisions**
- 18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.
- 18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.
- 18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
- 18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-

compliance as determined by State.

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

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

18.6 Grant Administrator and Organizational Leadership Contact Information. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization’s leadership must be clearly published.

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

GRANTEE

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

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with	
2023 State IIJA Match Funds (SAAS Acct 426)	\$30,645.00	State IIJA Match Grant	
		Funds:	
Other:		Rail crossing elimination study	\$30,645.00
Subtotal	\$30,645.00	Subtotal	\$30,645.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		State IIJA Match Grant	
		Funds:	
Local Match	\$26,619.34	Rail crossing elimination study	\$255,676.70
Other:			
Federal Funds (FRA RCE grant)	\$229,057.36		
Subtotal	\$255,676.70	Subtotal	\$255,676.70
TOTAL FUNDS	\$286,321.70	TOTAL PROJECT	\$286,321.70
		COSTS	

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	IIJA-match-application
Submission Time:	January 13, 2025 4:46 pm
Browser:	Chrome 131.0.0.0 / Windows
IP Address:	184.103.205.206
Unique ID:	1304945659

I certify that I meet the eligibility requirements. Yes

Entity Legal Name	City of La Crescent Minnesota
--------------------------	-------------------------------

Mailing address	315 W Main Street La Crescent, MN 55947
------------------------	--

SWIFT Vendor Number	0000201625
----------------------------	------------

Type of applicant	Local government
--------------------------	------------------

Authorized representative

Name	Bill Waller
-------------	-------------

Title	City Administrator
--------------	--------------------

Phone number	(507) 895-4668
---------------------	----------------

Email address	bwaller@cityoflacrescent-mn.gov
----------------------	---------------------------------

Program contact

Name	Lawrence Kirch
-------------	----------------

Title	Community Development Director
--------------	--------------------------------

Phone number	5078954096
---------------------	------------

Email address	lkirch@cityoflacrescent-mn.gov
----------------------	--------------------------------

Program/project information

Transportation mode	Freight
----------------------------	---------

Program/project title	FRA RCE - LA CRESCENT CORRIDOR SAFETY IMPROVEMENTS
------------------------------	--

Brief program/project description	Track 1 – Project Planning Lifecycle Stage in the CPKC rail corridor for four crossings including the closure of one Highway Rail Grade Crossing and identify concepts for an eventual Capital Project.
--	---

Program/project location	Southeast Minnesota in La Crescent and La Crescent Township, Houston County along S. Chestnut Street, which lies parallel to the U.S. 14/61 and STH 16. 43.824689, -91.303014
---------------------------------	---

Congressional district of program/project	1
Estimated start date	Apr 30, 2025
Estimated end date	Oct 31, 2026

Federal award information

Name of federal awarding agency/office	Federal Railroad Administration (FRA)
Name of FRA grant program	Railroad Crossing Elimination Program
Category	Passenger and Freight Rail
Assistance Listing Number (ALN)	20.327 – Railroad Crossing Elimination
Federal Funding Opportunity Number	FR-RCE-24-001 – FY23-24 Railroad Crossing Elimination Grant Program
Date of notice of award	Jan 10, 2025

Federal application information

Amount of federal funds requested	229000.00
Amount of federal funds awarded	229000.00
Total project cost (as proposed on application)	287000.00
Match requirement percentage for the federal program	20%
Upload PDF of SF-424 from application	https://mndotforms.formstack.com/admin/download/file/17445795765
Upload Notice of Award letter/confirmation from federal awarding agency	https://mndotforms.formstack.com/admin/download/file/17445795777

Additional comments

Is there anything else you'd like to add?	Thank you. We are appreciative of MnDOT's early assistance in the preparation of our FRA RCE application. Please let us know if you have any questions or require additional information. Larry Kirch, Community Development Director City of La Crescent
--	--

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION 08-26-20
State Funded Program for IIJA Discretionary Grant Assistance
Terms and Conditions
SP No. 236-589-002
August 10, 2026

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

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

WHEREAS, the amount of the grant has been determined to be **\$30,645.00** by reason of the lowest responsible bid;

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

ADOPTED this 10th Day of August 2026.

SIGNED:

Mayor

ATTEST:

City Clerk



Item: 3.7

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Tyler Benish, Public Works Director
Date: August 10, 2026
Re: USA Gravel National championship request

USA Cycling has selected La Crescent to host the 2026 Gravel National championship. The race will be held on Saturday, September 12th, 2026. The race will have over 40 categories of bicyclists competing on a 31, 68 and 107-mile course through Houston and Winona County. The scenic bluffs and challenging climbs will attract racers and biking fans from around the country.

Explore La Crosse, biking community enthusiasts and La Crescent city staff have been meeting and planning the 2026 USA Cycling Gravel National Championship for several months; the local organizing committee would like to request the following:

A street closure for the start and finish of the race; the start of the race is planned to be at the South 14th Street and Spruce Street intersection; the setup of the start and finish line will need to start on Thursday, September 10th. A section of Spruce Street will need to be closed starting at 9am on Thursday to begin staging and setting up the race equipment. A section of South 14th Street will need to be closed on Friday at 9am through the end of the race, to construct the start and finish truss and fencing. A map of the closures and layout is included for review. Access to Cedar Street will be maintained throughout the event. 2 residents will not have access to their homes on Saturday during the event. We have communicated with the affected property owners, and we will provide reserved parking for these residents on Cedar Street.

The committee would like to request support from the Police Department and Reserve Officers at critical intersections along the route.

The committee would like to request support from the Fire Department to provide medical aide as well as traffic control along the route for the participants.

The Committee would like to request support from the Public Works Department to provide traffic control, set up and tear down.

The local organizing committee would request the City Council allow the use of the Community Ice Arena for the race registration, check in and as a backup medical aid station, beginning on Thursday, September 10th through Saturday, September 12th.

The committee will be provided with the use of golf carts from a sponsor of the event and request the City Council allow the temporary use of the golf carts on public property and city streets for Gravel National Championship-related needs. The golf carts will be clearly marked for use with the Gravel National Championship.

The committee would request the City Council allow the use of the Community Ice Arena parking lot for the vendor expo, with the set-up beginning at 7:30am on Friday, September 11th and concluding at 6pm on Saturday, September 12th. As part of the expo, we would also request the City Council to allow the sale of food and other goods on public property for vendors that are participating in the expo.

We would request, at the discretion of the department head for the Police, Fire and Public Works Department, the ability to accommodate items or concerns that are not listed if it is critical to the success of the Gravel National Championship.

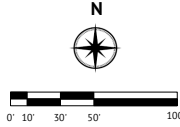
Thank you,
Tyler Benish
On behalf of the local organizing committee



**GRAVEL
NATIONAL
CHAMPIONSHIPS**
LA CRESCENT, MN

September 12, 2026

As of 7/8/26



- Tent
- Port-O-Let
- Race Fence

2026 medalists

Road Closure Request

Spruce Drive

- * 14th Street to the Ice Rink entrance
- * Leaving access lane open for 2 residences
- * Close: Thursday, Sept 10, 9:00 AM
- * Reopen: Saturday, Sept 12, 10:00 PM

14th Street

- * East High School parking lot entrance to East Ice Rink entrance
- * Leaving access lane open for Cedar Drive
- * Close: Friday, Sept 11, 9:00 AM
- * Reopen: Saturday, September 12, 9:00 PM

La Crescent
Senior High
School

14th Street

Spruce Drive

TBD: Bike Wash Location

Closure: Thursday, 9/10/26, 9:00 AM

Spruce Drive: 2 Residences: Access Only

Special Access Only

La Crescent
Community
Ice Arena

Registration -
Rink Lobby

Expo Load-In and
Access

TBD: BBQ
Club-N-Go

Medical
10x10

Closure: Friday, 9/11/26, 9:00 AM

14th Street

Cedar Drive

No
Outlet



Item: 3.8

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Chris Fortsch, Administrative Assistant
Date: August 10, 2026
Re: Temporary Liquor License Application- Explore La Crosse for the Gravel National Championship event to be held September 11-12, 2026 at Abnet Field

The City has received the following temporary liquor license application:

1. Explore La Crosse for the Gravel National Championship event- September 11-12, 2026 at Abnet Field. The application appears to be in order, and I would suggest that the City Council approve the application and authorize that it be forwarded to the Minnesota Department of Public Safety for issuance.



Item: 3.9

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Personnel Committee Recommendations

The Personnel Committee has the following recommendations:

1. Accept Administrative Assistant Chris Fortsch's resignation effective August 14, 2026.
2. Post the position of Administrative Clerk with an application deadline of September 1, 2026. See attached memo, position description, and wage scale.
3. Utilize the League of Minnesota Cities Collaboration services to address ongoing personnel issues.

TO: Honorable Mayor and City Council Members
FROM: Cassie Hanan, City Administrator
DATE: August 5, 2026
RE: Administrative Clerk Position Description and Posting

Administrative Assistant Chris Fortsch has submitted her resignation effective August 14, 2026. After a review of the 'Office Assistant', 'Administrative Clerk' and 'Administrative Assistant' job descriptions, we believe posting for an Administrative Clerk aligns with the expectations and needs for this position. Attached is the proposed position description and wage scale. This position would not have any supervisory duties.

We are recommending the position be posted as soon as possible to ensure adequate training with the City Clerk. Below is a tentative schedule for the recruitment:

8/10/2026 Updated Position Description Approved by City Council
8/11/2026 Position Posted
9/1/2026 Position Closes
9/2/2026 & 9/3/2026 Review Applicants & Schedule Interviews
9/8/2026 & 9/11/2026 Interviews
9/14/2026 Recommendation to City Council
10/5/2026 Tentative Start Date

Thank you for your consideration.



Administrative Clerk Position Description

DESCRIPTION OF WORK

General Statement of Duties: Acts as the receptionist to greet and direct visitors to the organization. Operates City Hall telephone system, answering routine questions and directing calls to appropriate personnel. Takes customer payments.

Filing, computer duties, copier equipment, and other office equipment as needed.

Supervision received: Works under the general and technical supervision of the Finance Director

Supervision Exercised: None

TYPICAL DUTIES PERFORMED

The listed examples may not include all duties performed by all positions in this class. Duties may vary somewhat from position to position within a class.

Enters cash receipting and balances cash drawer daily.

Acts as receptionist to greet and direct visitors at City Hall.

Operates organization's telephone system, answering routine questions and directing calls to appropriate personnel.

Schedules park, shelter, and building rentals and invoices of same as necessary.

Responsible for the yearly animal licenses.

Works with Recreation Director in reviewing and updating the summer recreation bulletin, ordering of supplies, collecting and receipting payments, etc.

Creates reports and forms for office use.

Creates invoices, including for City garbage bags.

Purchases office supplies, cleaning supplies, and paper products for City Hall and the Community Building.

Updated 08/04/2026

Responsible for overseeing and communicating with the cleaning service in making sure they are fulfilling their services as expected.

Notarizes documents.

Assists with scheduling appointments for meter repairs and replacements.

Updates City of La Crescent Facebook page.

KNOWLEDGE, SKILLS, AND ABILITIES

Ability to communicate effectively and professionally with members of the public. Ability to handle various duties in a small office environment.

Good written and oral communication skills.

Experience with Microsoft Office Suite.

Must be able to operate various office equipment, including fax machine and multi-button telephone system.

Must be well organized and be able to work independently.

MINIMUM QUALIFICATIONS

Two (2) years' experience in office environment. Preferred experience working with the public daily.

Considerable knowledge of computer software, especially Microsoft Word and Excel. Ability to understand duties and schedule workload with minimum supervision.

APPENDIX A: SALARY SCHEDULE - EFFECTIVE 5/1/2026 - 4% inc. over 2025								
		START	After 6 MO	After 1 YR.	After 2 YR.	After 3 YR.	Start of 10 YR.	ANNUAL AT
JOB DESCRIPTION	STATUS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	LONGEVITY STEP	LONGEVITY STEP
315-345	APPROVED							
UTILITY MAINT. SUPERVISOR	3/26/1996	\$36.57	\$37.47	\$38.91	\$40.40	\$41.94	\$42.79	\$89,003.20
BUILDING OFFICIAL	5/8/2023							
235-300	APPROVED							
ASSIST. UTIL. MAINT. SUPERVISOR	1/21/1997	\$32.77	\$33.74	\$35.04	\$36.35	\$37.75	\$38.50	\$80,080.00
213-245	APPROVED							
DEPUTY CLERK	7/24/2001	\$30.14	\$30.60	\$31.78	\$32.99	\$34.25	\$34.91	\$72,612.80
BUILDING INSPECTOR	5/8/2023							
195-205	CURRENT							
UTIL. MAINT. #2 WTR C: WWC		\$27.82	\$28.37	\$29.46	\$30.58	\$31.75	\$32.39	\$67,371.20
158-196	APPROVED							
ADMINISTRATIVE ASST.	1/21/1997	\$26.11	\$26.42	\$27.40	\$28.45	\$29.56	\$30.14	\$62,691.20
ACCOUNTANT								
153-166	CURRENT							
UTIL. MAINT. #1 WTR D: WWD		\$25.33	\$25.66	\$26.64	\$27.65	\$28.72	\$29.28	\$60,902.40
128-143	CURRENT							
POLICE ADMIN. SECRETARY		\$23.16	\$23.77	\$24.66	\$25.64	\$26.61	\$27.12	\$56,409.60
VEHICLE LICENSE BUREAU CLERK								
BOOKKEEPER	7/24/2001							
ADMINISTRATIVE CLERK								
119-124	APPROVED							
LABORER	11/27/2000	\$21.26	\$23.21	\$24.12	\$25.03	\$26.00	\$26.51	\$55,140.80
99-113	APPROVED							
OFFICE ASSISTANT	1/1/2004	\$21.07	\$22.28	\$23.14	\$24.01	\$24.95	\$25.44	\$52,915.20
94-105	APPROVED							
RECEPTIONIST	11/27/2000	\$19.71	\$20.80	\$21.59	\$22.43	\$23.29	\$23.75	\$49,400.00

Collaboration Services

Collaboration services are available to members of the League of MN Cities Insurance Trust.

Bridge the divide

Strong opinions can lead to lively discussions and promote the exchange of new ideas and creative solutions. However, when those discussions start to lead to conflict, where can your city turn for help? Get free guidance from a qualified neutral and experienced facilitator who will meet with your city to provide personalized workshops and facilitated discussions.



If your city has conflict...

Collaboration Services can help city officials and employees learn to work together better, engage more respectfully, and get tools to govern more effectively. Services may be right for you if you're saying:

- We've got to get everybody discussing the issues, not each other.
- Our council members or staff really do not understand their roles.
- Our council meetings run too long.
- I wish our council could get things done (efficiently).
- We need a third party to help us communicate better.

We can help your city:

- Move beyond polarization with a problem-solving mindset.
- Understand each other's priorities and perspectives.
- Improve working relationships.
- Identify shared goals and work toward desired outcomes.
- Clarify what can be changed – and what can't – and manage change.
- Define roles.
- Develop and apply clear policies and practices.
- Manage meetings.
- Address systemic issues.

What you need to get started:

- You want to collaborate – there is clear, unambiguous agreement to work with Collaboration Services in your city.
- You are ready to decide together how to meet the needs in your community by agreement or council vote, as appropriate.
- You are willing to listen to all perspectives and respect all those who participate.

Collaboration Services include:

- Collaboration and communication skills workshops tailored for your city.
- Mediation.
- Situation assessment and recommendations to address specific issues.
- Facilitated dialogues.
- Team building exercises.

Looking for more information? Check out these additional resources:

- [Meeting Facilitation](#)
- [A Good Start to Good Governance \(pdf\)](#)
- [Conflict Resolution \(pdf\)](#)
- [Official Conflict of Interest \(pdf\)](#)
- [Role with It: Individual Versus Council Authority \(pdf\)](#)
- [Public Engagement Resources from the State of Minnesota Office of Collaboration and Dispute Resolution](#)

Your LMC Resource

Aimee Gourlay

Collaboration Services Manager

(651) 215-4147

agourlay@lmc.org



Item: 3.10

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Final Pay Request- S. 6th St, and Oak St. Reconstruction

Included in the bills payable is the final payment of \$11,281.70 to Griffin Construction Company for the S. 6th St. and Oak St. Reconstruction Project. We would suggest that the City Council accept the project, and authorize the final payment. This will start the two-year maintenance bond on the project. A letter from the City Engineer regarding the recommendation is included.

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Email: rochester@whks.com
Website: www.whks.com



July 31, 2026

Cassie Hanan
City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

RE: La Crescent, MN
SAP 236-590-001 & 236-105-002
S. 6th St. and Oak St. Reconstruction
Pay Request No. 5

Dear Cassie:

Enclosed is Pay Request No. 5 for work on the above referenced project. We recommend payment in the amount of \$11,281.70 to:

Griffin Construction Company

14070 Hwy 52 Southeast

Chatfield, MN 55923

Acceptance of the project will initiate the start of the two-year maintenance period, as specified within the contract documents.

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink, appearing to read "Tim A. Hruska", is written over a light blue horizontal line.

Timothy A. Hruska, P.E., L.S.
City Engineer

cc: Cory Felderman, WHKS (10079)
Tanner Ristau, Griffin Construction Company
Michelle Hanson, Griffin Construction Company

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923

FINAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: (SAP 236-590-001 & 236-105-002) S. 6th St. and Oak St. Reconstruction
Project No.: 10079.00
Location: La Crescent, MN
Contractor: Griffin Construction Company

Bid Price: \$ 735,788.27
Date: Jul 7, 2026
Estimate #: 5
% Complete: 107%

Item No.	Mndot Spec	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
South 6th Street Reconstruction									
1	2021.501	Mobilization	1.00	LS	\$25,750.00	1.00		1.00	\$25,750.00
2	2021.502	Clearing	6.00	Each	\$400.00	11.00		11.00	\$4,400.00
3	2021.502	Grubbing	8.00	Each	\$400.00	13.00		13.00	\$5,200.00
4	2104.502	Remove Hydrant	1.00	Each	\$500.00	3.00		3.00	\$1,500.00
5	2104.503	Remove Water Main	548.00	L.F.	\$4.00	560.00		560.00	\$2,240.00
6	2104.503	Remove Catch Basins	1.00	Each	\$300.00	1.00		1.00	\$300.00
7	2104.503	Remove Sewer Pipe (Storm)	86.00	L.F.	\$10.00	86.00		86.00	\$860.00
8	2104.503	Remove Curb and Gutter	1,432.00	L.F.	\$4.00	1,434.00		1,434.00	\$5,736.00
9	2104.503	Remove Chain Link Fence	114.00	L.F.	\$4.00	114.50		114.50	\$458.00
10	2104.504	Remove Concrete Walk	350.00	S.Y.	\$8.00	372.06		372.06	\$2,976.48
11	2104.504	Remove Conc. Driveway Pavement	188.00	S.Y.	\$8.00	174.45		174.45	\$1,395.60
12	2104.504	Remove Concrete Pavement	20.00	S.Y.	\$10.00	20.00		20.00	\$200.00
13	2104.504	Remove Bituminous Pavement	2,965.00	S.Y.	\$1.30	2,990.14		2,990.14	\$3,887.18
14	2106.507	Excavation - Common (P)	1,488.00	C.Y.	\$13.00	1,521.33		1,521.33	\$19,777.29
15	2108.504	Geotextile Fabric, Type 7 (P)	2,370.00	S.Y.	\$2.35	2,384.83		2,384.83	\$5,604.35
16	2112.519	Subgrade Preparation 12"	5.70	STA.	\$350.00	5.70		5.70	\$1,995.00
17	2211.507	Aggregate Base, Class 5 (P)	906.00	C.Y.	\$36.20	933.50		933.50	\$33,792.70
18	2360.509	Type SP 12.5 Wearing Course (SPWEB240B)	216.00	Ton	\$107.48	209.00		209.00	\$22,463.32
19	2360.509	Type SP 12.5 Non-Wearing Course (SPNWB230B)	216.00	Ton	\$134.17	299.00		299.00	\$40,116.83
20	2451.507	Granular Bedding	25.00	C.Y.	\$35.00	-		-	\$0.00
21	2502.602	6" PVC Pipe Drain Cleanout	2.00	Each	\$280.00	2.00		2.00	\$560.00
22	2502.503	6" PVC Pipe Drain (SDR 35)	67.00	L.F.	\$35.70	62.00		62.00	\$2,213.40
23	2502.503	6" Perf PVC Pipe Drain (SDR 35)	27.00	L.F.	\$24.00	27.00		27.00	\$648.00
24	2503.503	15" RC Pipe Sewer	31.00	L.F.	\$76.40	30.00		30.00	\$2,292.00
25	2503.602	Connect to Existing Storm Sewer	1.00	Each	\$1,000.00	1.00		1.00	\$1,000.00
26	2506.602	Construct Drainage Structure Design Special	1.00	Each	\$2,900.00	1.00		1.00	\$2,900.00
27	2506.602	Construct Drainage Structure Design Special (Pretreatment Chamber)	1.00	Each	\$3,760.00	1.00		1.00	\$3,760.00
28	2503.608	Ductile Iron Fittings	56.00	Pound	\$20.20	112.00		112.00	\$2,282.40
29	2504.601	Temporary Water Service	1.00	LS	\$4,272.00	1.94		1.94	\$8,287.68
30	2504.602	6" Hydrant	1.00	Each	\$6,755.00	3.00		3.00	\$20,265.00
31	2504.602	Adjust Gate Valve & Box	2.00	Each	\$300.00	4.00		4.00	\$1,200.00
32	2504.602	1" Corporation Stop	13.00	Each	\$385.00	12.00		12.00	\$4,620.00
33	2504.602	6" Gate Valve & Box	3.00	Each	\$3,025.00	6.00		6.00	\$18,150.00
34	2504.602	1" Curb Stop & Box	13.00	Each	\$635.00	12.00		12.00	\$7,620.00
35	2504.602	Replace Private Residential Service	6.00	Each	\$800.00	5.00		5.00	\$4,000.00
36	2504.602	Gate Valve Box - Top Section	1.00	Each	\$317.50	4.00		4.00	\$1,270.00
37	2504.603	1" Type K Copper Pipe	525.00	L.F.	\$47.25	439.50		439.50	\$20,766.38
38	2504.603	6" PVC Watermain	534.00	L.F.	\$46.75	569.33		569.33	\$27,551.18
39	2506.502	Adjust Frame Ring and Casting	6.00	Each	\$700.00	5.00		5.00	\$3,500.00
40	2521.518	4" Concrete Sidewalk	10,282.00	S.F.	\$7.70	10,167.85		10,167.85	\$78,292.45
41	2521.518	6" Concrete Sidewalk	790.00	S.F.	\$10.85	831.50		831.50	\$9,021.78
42	2531.503	Concrete Curb & Gutter, Design B624	1,341.00	L.F.	\$25.40	1,418.00		1,418.00	\$36,017.20
43	2531.504	6" Concrete Driveway Pavement (Reinforced)	248.00	S.Y.	\$98.00	273.11		273.11	\$26,818.58
44	2531.503	Concrete Curb Design V4	17.00	L.F.	\$85.00	-		-	\$0.00
45	2531.604	7" Concrete Valley Gutter	25.00	S.Y.	\$89.00	25.00		25.00	\$2,225.00
46	2531.618	Truncated Domes	82.00	S.F.	\$65.00	82.00		82.00	\$5,330.00
47	2563.601	Traffic Control	1.00	LS	\$5,700.00	1.00		1.00	\$5,700.00
48	2565.616	Pedestrian Crosswalk Flasher System	1.00	SYS	\$30,000.00	1.00		1.00	\$30,000.00
49	2573.501	Stabilized Construction Exit	1.00	LS	\$500.00	-		-	\$0.00
50	2573.502	Storm Drain Inlet Protection	3.00	Each	\$150.00	2.00		2.00	\$300.00
51	2573.503	Silt Fence, Type MS	160.00	L.F.	\$3.00	217.50		217.50	\$652.50
52	2574.507	Common Topsoil Borrow (LV)	461.00	C.Y.	\$25.00	59.00		59.00	\$1,475.00
53	2574.507	Bioretention Soil Mix D	7.00	C.Y.	\$75.00	-		-	\$0.00
54	2575.504	Sodding Type Lawn	1,866.00	S.Y.	\$14.00	1,678.00		1,678.00	\$23,492.00
55	2575.504	Rolled Erosion Prevention Category 10	102.00	S.Y.	\$3.00	-	1,156.00	1,156.00	\$3,468.00
56	2575.505	Seeding	0.20	Acre	\$2,000.00	0.23		0.23	\$460.00
57	2582.518	Crosswalk Paint	198.00	S.F.	\$4.25	288.00		288.00	\$1,224.00
Subtotal South 6th Street									\$535,395.28
Change Order #1 - APS Buttons & Utility									\$11,060.50
Subtotal South 6th Street + Change Orders									\$546,455.78

Oak Street Reconstruction									
1	2021.501	Mobilization	1.00	L.S.	\$21,750.00	1.00		1.00	\$21,750.00
2	2101.502	Clearing	7.00	Each	\$250.00	7.00		7.00	\$1,750.00
3	2101.502	Grubbing	8.00	Each	\$250.00	8.00		8.00	\$2,000.00
4	2104.502	Remove Catch Basin	3.00	Each	\$300.00	3.00		3.00	\$900.00
5	2104.503	Remove Storm Sewer Pipe	49.00	L.F.	\$10.00	26.50		26.50	\$265.00
6	2104.503	Remove Conc. Curb and Gutter	737.00	L.F.	\$4.00	759.00		759.00	\$3,036.00
7	2104.504	Remove Concrete Walk	172.00	S.Y.	\$8.00	172.00		172.00	\$1,376.00
8	2104.504	Remove Conc. Driveway Pavement	132.00	S.Y.	\$8.00	98.00		98.00	\$784.00
9	2104.504	Remove Bit. Driveway Pavement	47.00	S.Y.	\$8.00	91.83		91.83	\$734.64
10	2104.504	Remove Bituminous Pavement	1,844.00	S.Y.	\$1.30	1,747.80		1,747.80	\$2,272.14

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923

FINAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: (SAP 236-590-001 & 236-105-002) S. 6th St. and Oak St. Reconstruction
Project No.: 10079.00
Location: La Crescent, MN
Contractor: Griffin Construction Company

Bid Price: \$ 735,788.27
Date: Jul 7, 2026
Estimate #: 5
% Complete: 107%

Item No.	Mndot Spec	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
11	2106.507	Excavation - Common (P)	868.00	C.Y.	\$13.00	844.46		844.46	\$12,277.98
12	2108.504	Geotextile Fabric, Type 7 (P)	1,827.00	S.Y.	\$2.35	1,827.00		1,827.00	\$4,293.45
13	2112.519	Subgrade Preparation 12"	3.55	STA.	\$350.00	3.55		3.55	\$1,242.50
14	2211.507	Aggregate Base, Class 5 (P)	591.00	C.Y.	\$36.20	646.33		646.33	\$23,397.15
15	2360.504	4" Bituminous Driveway	40.00	S.Y.	\$35.00	74.33		74.33	\$2,601.55
16	2360.509	Type SP 12.5 Wearing Course (SPWEB240B)	173.00	Ton	\$115.00	169.00		169.00	\$19,435.00
17	2360.509	Type SP 12.5 Non-Wearing Course (SPNWB230B)	173.00	Ton	\$136.57	169.00		169.00	\$23,080.33
18	2503.503	12" RCP Storm Sewer	79.00	L.F.	\$69.00	74.50		74.50	\$5,140.50
19	2503.602	Connect to Ex. Storm Sewer	4.00	Each	\$1,000.00	4.00		4.00	\$4,000.00
20	2504.602	Adjust Gate Valve Box	1.00	Each	\$300.00	2.00		2.00	\$600.00
21	2508.502	Storm Sewer Catch Basin Type 1, 0' to 6' Deep	3.00	Each	\$2,900.00	3.00		3.00	\$8,700.00
22	2508.502	Storm Sewer Manhole Type 4, 48" Diameter	1.00	Each	\$3,500.00	1.00		1.00	\$3,500.00
23	2508.502	Adjust Frame & Ring Casting	1.00	Each	\$700.00	1.00		1.00	\$700.00
24	2521.518	4" Concrete Sidewalk	2,859.00	S.F.	\$7.70	3,216.50		3,216.50	\$24,767.05
25	2521.518	6" Concrete Sidewalk	559.00	S.F.	\$10.85	562.50		562.50	\$6,103.13
26	2531.503	Concrete Curb & Gutter, Design B624	745.00	L.F.	\$25.40	759.00		759.00	\$19,278.60
27	2531.504	6" Concrete Driveway (reinforced)	201.00	S.Y.	\$96.00	203.11		203.11	\$19,498.56
28	2531.618	Truncated Domes	72.00	S.F.	\$65.00	72.00		72.00	\$4,680.00
29	2563.601	Traffic Control	1.00	LS	\$3,250.00	1.00		1.00	\$3,250.00
30	2573.501	Stabilized Construction Exit	1.00	Each	\$500.00	-		-	\$0.00
31	2573.502	Storm Drain Inlet Protection	3.00	Each	\$150.00	4.00		4.00	\$600.00
32	2573.503	Sediment Control Log - Wood Chip	216.00	L.F.	\$4.41	312.00		312.00	\$1,375.92
33	2574.507	Common Topsoil Borrow (LV)	149.00	C.Y.	\$25.00	-		-	\$0.00
34	2575.504	Sod	893.00	S.Y.	\$14.00	1,005.35		1,005.35	\$14,074.90
35	2582.518	Crosswalk Pavement Marking	192.00	S.F.	\$4.25	216.00		216.00	\$918.00
Subtotal Oak St.									\$238,382.40

Total Work Completed (Oak St. and S. 6th St.) \$784,838.13

Less 0% Retainage \$0.00
Less Previous Payments \$773,556.48

Net Payment this Estimate \$11,281.70

Contractor Representative

Date



Item: 3.11

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Expenditure request- All-staff training day October 12, 2026

We are requesting to close City Hall to the public on Monday, October 12, 2026, to hold an all-staff training day. The training would run from 8:00 a.m. to 3:30 p.m. at Wieser Pavilion. We are requesting use of City Council discretionary funds to cover the costs of the training and to provide breakfast items and lunch for staff. The morning training cost is \$1,635.00 and the EAP training is provided free of charge. An outline of the training is below:

8:00 a.m. to 12:00 p.m. Minnesota Municipal Utilities Association

- A Workplace Accident and Injury Reduction (AWAIR)
- Employee Right to Know (ERTK)
- Disgruntled Customers

12:00 p.m. to 1:00 p.m. Lunch

1:00 p.m. to 2:00 p.m. Employee Assistance Program

- Respectful Workplace

2:00 p.m. to 3:30 p.m. Team building/group activities

We are excited for the opportunity to host training for our staff and to provide an opportunity for connection outside of the normal work setting.



Item: 3.12

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Josh Tarrence, Fire Chief
Date: August 10, 2026
Re: Resolution authorizing joining the Statewide Volunteer Firefighter Defined Benefit Plan

The La Crescent Fire Department Relief Association has approved Resolution 26-01, stating that the Relief Association would like to join the PERA Statewide Volunteer Benefit Fund, effective January 1st, 2027. Joining the PERA SVF means the Relief Association would no longer oversee the retirement fund. PERA would oversee all investments, handle retirement payouts, and provide recommendations for increases or decreases to the annual pension amount. The La Crescent Fire Department Relief Association is requesting the City Council, as the Governing body of the Relief Association, approve a Resolution for the Relief Association to join the PERA Statewide Volunteer Benefit Fund. Both Resolutions must be submitted to PERA by August 31st, 2026 in order to be effective January 1st, 2027. Todd Hase, Treasurer of the Relief Association, will be in attendance to answer any questions. Thank you for your consideration and support.

City of La Crescent

Resolution #08-26-21

A RESOLUTION for governing bodies to join the Statewide Volunteer Firefighter Defined Benefit Plan (SVF DBP).

WHEREAS: The city is authorized to join the Statewide Volunteer Firefighter Defined Benefit Plan (SVF DBP) administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The city and the city's fire department relief association (if one exists) have jointly consented to and obtained a cost analysis for joining the SVF DBP from PERA not more than 120 days ago; and

WHEREAS: The city highly values the contributions of city fire department members to the safety and well-being of our community and wishes to safeguard their pension investments in a prudent manner; and

WHEREAS: The existing benefit level for the city fire department is currently at \$5,900 per year of service pursuant to current relief association bylaws.

NOW THEREFORE, BE IT RESOLVED: by the city council of La Crescent, Minnesota:

1. The city hereby approves coverage by and requests participation in the SVF DBP administered by PERA under the terms provided in the PERA cost analysis at the \$6,500 benefit level per year of service, effective January 1, 2027; and
2. The city hereby approves coverage by and requests participation in the SVF DBP administered by PERA under the terms provided in the PERA cost analysis with the vesting schedule beginning at 4% after 5 years of service, increasing by 4% each year until 100% vesting is reached after 20 years of service; and
3. The city clerk/administrator and mayor are hereby authorized to bring this resolution into effect.

I, Mikel Poellinger, council member of the City of La Crescent, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 10th of August, 2026; the original of which is on file in this office. I further certify that ____ members noted in favor of this resolutions and that ____ voted against the resolution. Total of ____ members were present and voting.

BY:

ATTEST:

Mayor

Date

City Clerk

Date



Item: 3.13

STAFF REPORT

To: Honorable Mayor and City Council Members
From: Cassie Hanan, City Administrator
Date: August 10, 2026
Re: Gambling Premises Permit Application- Lancer Booster Club

The City has received a Gambling Premises Permit application from the Lancer Booster Club for the La Crescent-Hokah Middle/High School located at 1301 Lancer Blvd. The application appears to be in order and I recommend that the City Council approve the application.

Christina Fortsch

From: Jeremy Shay <jdshay13@gmail.com>
Sent: Wednesday, August 5, 2026 8:48 AM
To: Christina Fortsch
Subject: Premises permit for the City Council

To the city Council of La crescent,

The Lancer Booster Club, with the support of the school district of La crescent/Hokah, is going through the process of obtaining a charitable gambling License through the state of Minnesota. We have completed all of the preliminary requirements through the state of Minnesota and the next step before they will issue the license is to obtain one premises permit. There may be more in the future, but this is the only one we need to get the gambling license in place. This is charitable gambling so that means raffles, bingo, etc. This license will mean a lot for the school district going towards supporting all sports and activities. I have sent a copy of the signed lease agreement with the superintendent and the premises permit which needs to be signed and stamped by the city council. I'd like to thank you in advance for any and all support that you will give to the Lancer Booster Club in support of the La crescent/Hokah School district.

Best regards,

Jeremy Shay
Lancer Booster Treasurer
608-397-4009
jdshay13@gmail.com

**LA CROSSE COUNTY CONVENTION & VISITORS BUREAU****BOARD MEETING****June 16, 2026– 8:00 a.m.****Board Members:**

Present: Jen Burch, Austin Wells, Stephanie Pope, David Pierce, Brody Meier, Shawna Bortz, Ryan Johnson, Cherryl Jostad, Ashley Santolin, Shamawyah Curtis, Patrick Barlow, Kapena Faitau, Kalynn Krueger, Jay Patel,

Dan Kapanke, Barb Janssen

Excused: Chris Roderique, Dave Ring, Pete Boese, Dan Wick, Debbie Hosch, Kathleen Pielhop, Lauren Harris,

Vicki Markussen, Kourtnei Alcock, Michelle Hoskins, Jay Odegaard

Absent: Nathan Franklin

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

PROCEEDINGS:

J. Burch brought the meeting to order at 8:00 a.m.

Welcome & Introductions-Tom Smith, District 1 Alderperson, City of Onalaska, and Cassie Hannan from City of La Crescent.

Consent Items:

MOTION: to approve the Board minutes-May 2026, Finance Minutes-June 2026, Statements-May 2026, (B. Meier, J. Patel) Carried.

EXECUTIVE DIRECTOR REPORT:

- WIAA State Track and Field held at UWL went very well. We sent out requests to members for their assistance in welcoming the athletes and families through messages on marquees and posters we provided for display.
- Explore La Crosse Day with the Brewers will be held on June 18th. We are set to take 19 buses, with about 1,100 people in attendance.
- Recent Explore La Crosse mobile visitor center stops include: WIAA State Track & Field, Freedom 250 Truck, Artspire, Celebrate Onalaska, and Juneteenth.
- Explore La Crosse was nominated for a state-wide award through the Department of Outdoor Recreation. Jeremiah and AJ will be attending the ceremony at the Governor's Mansion on June 24.
- Ben coordinated and participated in a meeting to discuss a bid proposal to host the 2027 Coalition of Greater MN Cities Summer Conference. Larry Kirch reached out to let us know he was very pleased with the proposal and Ben's efforts.
- Quarterly reports are done, and meetings have been set. AJ sent out the Q2 packets to the council members and has received several positive comments from them.
- Haleigh and AJ have met to discuss our Marketing Agency of Choice, and they have narrowed it down to a few agencies.

Presentation of 2025 Audit-Brad Knowles, Hawkins, Ash CPA's

MOTION: to approve the 2025 LCCVB Audit as presented. (B. Meier, D. Pierce) Carried.

COMMITTEE REPORTS:

Membership & Grants: With Perrin's planned absence this month, the June report will be included with July for the next meeting.

Convention/Sales- No meeting recently.

Marketing/Media- Marketing items in the progress are included in AJ's Executive Director's report.

Belonging & Mattering-No meeting recently.

OLD BUSINESS:

-Foundation: Brittany from Hawkins Ash CPA's gave the green light on the foundation at the audit review at the Finance Committee meeting. AJ included the bylaws, articles of incorporation and the trustee list in the board packet. Will be scheduling the first meeting soon.

-Rivercam-Camera has been ordered, and will be mounted on the Emplify Health building in Riverside Park which will include a wider-angle lens for viewing. Will be moving to a dedicated internet line for the camera at a cost of approximately \$140 a month. The plan is to display the Explore La Crosse logo at the bottom of the feed.

NEW BUSINESS:

- 2025 Tourism Impact Study-County by County Numbers- La Crosse County remains at #9 out of 72 counties for the State of Wisconsin for Direct Visitor Spending. We saw a 2.3% year-over-year growth in visitor spending.

-Transfer Edward Jones CD to Edward Jones Money Market- We have a CD that will achieve maturity on 6/26/2026. Since money market rates are currently higher than CD rates, a recommendation was made to move it to the money market at Edward Jones.

MOTION: to transfer funds from the Edward Jones CD that matures on 6/26/2026 to the Edward Jones money market. (B. Meier, T. Smith) Carried.

-Hope Restores Toiletry Drive from July 1-30th-Board members who want to participate can bring donations to the next July 28th Board meeting.

-Six Month Reviews-AJ and Michelle have been meeting with the staff as we are midway through the year. This is an opportunity for the team to review accomplishments and discuss any needs they may have. All meetings have been going well.

-90 Report-included in the meeting packet for review.

Meeting adjourned at 9:07am

Next Board Meeting: July 28, 2026 at 8:00am.

Respectfully submitted, Michelle Hoch



**La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, July 28, 2026
8:00 a.m.
WiFi
GuestLax21!**

Board of Directors: Jen Burch, Chair; Pete Boese, Vice Chair; Chris Roderique, Treasurer; Ryan Johnson, Secretary; Dave Ring, Nathan Franklin, Patrick Barlow, Barb Janssen, Cherryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Kapena Faitau, Brody Meier, David Pierce, Austin Wells, Stephanie Pope, Shamawyah Curtis, Shawonna Bortz & Tom Smith

Ad Hoc: Kathleen Pielhop (DMI), Lauren Harris (La Crosse Chamber), Kourtni Alcock (La Crosse Center), Debbie Hosch (La Crescent Area Event Center), Vicki Markussen (LADCO), Michelle Hoskins (La Crescent Area Chamber & Tourism)

Executive Director: A.J. Frels

Vision Statement:

A destination that inspires exploration and elevates celebrations.

Mission Statement:

Explore La Crosse strives to create a thriving and inclusive community where tourism enriches lives and uplifts all who visit or call this region home.

AGENDA

1. Call to Order

2. Consent Items

a. Board Minutes

June 2026

b. Financial Committee

Minutes

June 29, 2026

July 23, 2026

Statements

June 2026

c. Municipality Updates

3. Community Partners Update

- a. DMI – Kathleen Pielhop
- b. La Crescent Chamber - Michelle Hoskins
- c. La Crosse Chamber – Lauren Harris
- d. LADCO – Vicki Markussen

4. Event Center Updates

- a. La Crescent Area Event Center – Debbie Hosch
- b. La Crosse Center – Kourtni Alcock
- c. Omni Center – Dan Wick

5. Presentation – Carey Hegge, Director of Tourism and Event Servicing

6. Executive Director’s Report – A.J. Frels

7. Committees

- a. Membership & Grants – Kalynn Krueger
- b. Conventions/Sales – Shawwna Bortz
- c. Marketing/Media - Jay Patel
- d. Belonging and Mattering Committee – Jen Burch

8. Old Business

- a. RiverCam
- b. Placer.ai
- c. In-Kind Policy

9. New Business

- a. PRAT
- b. School Start Date
- c. 90-Day Report
- d. Open Discussion

10. Adjournment

The Next Board Meeting is scheduled for August 25, starting at 8:00 a.m., at the LCCVB Office, 123 7th Street South, La Crosse.

Celebrating Staff Birthdays

None at this time

Explore La Crosse Employment Anniversaries

None at this time



JOIN US FOR A RIBBON CUTTING

WIESER PARK SOLAR PANELS & PLAYGROUND

08.18.2026 | 5 PM
1817 County Rd 6
La Crescent, MN 55947

**THIS SOLAR PROJECT WAS MADE POSSIBLE BY THE
MINNESOTA DEPARTMENT OF COMMERCE SOLAR
ON PUBLIC BUILDINGS PROGRAM**

**THE PLAYGROUND WAS MADE POSSIBLE BY THE
MINNESOTA DNR OUTDOOR RECREATION GRANT
PROGRAM**





July 31, 2026

Mayor Mike Poellinger
City of La Crescent
PO Box 142
La Crescent, MN 55947-0142

Dear Mayor Poellinger,

Representative Greg Davids, who represents your city at the Minnesota House of Representatives, has been selected as a League of Minnesota Cities Legislator of Distinction for 2026. The League's Board of Directors recognized a total of 23 legislators this year, including 14 House members and 9 Senate members, for their actions and leadership on a wide variety of legislative issues of importance to cities across the state. **The enclosed letter describes the specific reasons your legislator was chosen for this recognition.** A copy of this letter and printed certificate have been sent to your legislator as well.

Please consider sharing this recognition with your city council and the public at a future council meeting. We also encourage you to share this information with your local newspaper. Publicly acknowledging legislators for their support of city-friendly legislation helps to continue strengthening the partnership between state and local government officials in Minnesota.

Additionally, if you would like a member of the League's Intergovernmental Relations (IGR) team to be present for council recognition of your legislator, please let us know and we will make every effort to accommodate your request. If you have any questions or would like to invite League staff to attend your recognition meeting, please contact Ted Bengtson, IGR Coordinator at the League of Minnesota Cities at tbengtson@lmc.org, (651) 281-1242. To read the complete list of all 23 legislators who received this designation, see the *Cities Bulletin* article online at www.lmc.org/lod.

Thank you, for your engagement with your local legislators and your support for the League's advocacy efforts.

Sincerely,

A handwritten signature in cursive script that reads "Anne Finn".

Anne Finn
Chief Intergovernmental Relations Officer

Enclosure



July 31, 2026
Representative Greg Davids
658 Cedar Street
St. Paul, MN 55155

Dear Representative Davids,

On behalf of the League's 842 member cities, I want to thank you for your efforts this past legislative session and to recognize you as a League of Minnesota Cities 2026 Legislator of Distinction.

League staff and member city officials appreciate your accessibility and your consultation with us on legislation impacting cities. Specifically, the League appreciates your work with League staff on issues related to property taxes, local government aid, and local sales taxes. As co-chair of the House Taxes Committee, you were a strong advocate to allow cities to advance local sales taxes proposals. League staff appreciate your work on behalf of cities and look forward to working with you in the future on issues impacting local units of government.

Our members know that to be successful in serving our common constituents, state and city officials must work together as partners to reach solutions that meet the unique needs of rural, suburban, and urban communities across Minnesota. City leaders also understand that without the support of legislative leaders like you, this state-local partnership would not be possible.

To acknowledge your contributions last session, mayors of each city in your legislative district will receive notification of your recognition. A press release will also be issued to media in your area. While the League does not endorse candidates in political races, this award serves as a recognition of your work on behalf of cities in your district and throughout Minnesota.

City officials and League staff look forward to continuing to work with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Johnson", written over a horizontal line.

Courtney Johnson
Mayor, City of Carver
President, League of Minnesota Cities