

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
JANUARY 13, 2025
5:00 P.M.



CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

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

- 1.1 MINUTES – DECEMBER 16, 2024
- 1.2 BILLS PAYABLE – JANUARY 10, 2025
- 1.3
- 1.4

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 SWEARING IN OF MAYOR
- 3.2 SWEARING IN OF CITY COUNCIL MEMBERS
- 3.3 ANNUAL APPOINTMENTS
- 3.4 ADVISORY COMMISSION APPOINTMENTS
- 3.5 CITY COUNCIL APPOINTMENTS
- 3.6 2025 MILEAGE RATES
- 3.7 RESOLUTION – MnDOT AGREEMENT
- 3.8 RESOLUTION - LEASE AGREEMENT – EV VEHICLE
- 3.9 2025 LICENSE RENEWALS
- 3.10 LIONS FROZEN CANDLELIGHT HIKE REQUEST
- 3.11 GAMBLING PERMIT APPLICATION
- 3.12 PERSONNEL COMMITTEE RECOMMENDATION
- 3.13 DONATION RESOLUTIONS
- 3.14

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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1

6.2

6.3

6.4

6.5

7. CORRESPONDENCE

7.1

7.2

8. CHAMBER OF COMMERCE

8.1

9 ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
DECEMBER 16, 2024

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of December was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, December 16, 2024.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Cheryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: Ryan Hutchinson. Also present were, City Administrator Bill Waller, City Attorney Skip Wieser, Attorney Kayla Schmitz, and City Clerk Angie Boettcher.

Also in attendance were:
Houston County Assessors Mark Bennett and Joe Olson
Executive Director of Explore La Crosse A.J. Frels

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – DECEMBER 09, 2024
- 1.2 BILLS PAYABLE THROUGH – DECEMBER 13, 2024

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

Member O'Donnell-Ebner made a motion, seconded by Member Williams, 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;

Cheryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mayor Poellinger	Yes

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

ITEM 3.1 – 2024 EXPLORE LA CROSSE ANNUAL REPORT

A.J. Frels, Executive Director of Explore La Crosse presented City Council with an update on the 2024 Explore La Crosse area campaign as well as the quarterly report. This was informational only, no action required.

ITEM 3.2 – PROPOSAL TO PROVIDE AUDIT SERVICES

City Administrator Bill Waller reviewed with City Council for approval a proposal from Hancock & Robinson CPAs to perform the City’s auditing services for the next three years. The 2025 general fund budget includes funds for this expenditure. It was recommended that City Council accept the proposal submitted by Hancock & Robinson CPAs. Following discussion, Member O’Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE PROPOSAL FROM HANCOCK & ROBINSON CPAS TO PERFORM THE CITY’S AUDITING SERVICES FOR THE NEXT THREE YEARS WITH THE EXPENSE COMING FROM THE 2025 GENERAL FUND BUDGET.

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

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

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

ITEM 3.3 – 2025 FEE SCHEDULE

City Council reviewed the proposed changes to the Fee Schedule for 2025 which has been reviewed by City Staff. The review and adoption of fees is done on a yearly basis to ensure the costs to the City are sufficiently covered while at the same time being fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed. It was recommended that City Council adopt an Ordinance detailing the proposed changes to the Fee Schedule for 2025. Following discussion, Member O’Donnell-Ebner introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 589

AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 438, NO. 448, NO. 459, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, NO. 554, NO. 557, NO. 564, NO. 565, NO. 566, NO. 569, 571, 579, AND NO. 583

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

1. The La Crescent City Code established on March 8, 2004, stated that certain fees may be set from time to time by the City Council.
2. The La Crescent City Code was amended on January 28, 2008, January 12, 2009, January 11, 2010, January 13, 2014, February 9, 2015, February 8, 2016, February 24, 2020, April 13, 2020, April 27, 2020, May 18, 2020, December 14, 2020, April 20, 2021, and December 13, 2021, December 19, 2022, February 13, 2023, April 24, 2023, June 26, 2023, July 24, 2023, and December 11, 2023 by Ordinance to amend certain fees.
3. The Fee Schedule has been reviewed by City Staff and amended each year from 2016 to 2024 by Motions passed by City Council. These amendments passed by City Council shall remain in effect.
4. The City staff has reviewed the fees which the City currently charges and is recommending that the fee schedule be amended as follows:

ADMINISTRATION	PAGE 1, 2
BUILDING	PAGE 3
INSPECTIONS AND PERMITTING	
ADD - A. CANNABIS RETAIL BUSINESS	
B. SHORT-TERM RENTAL	
C. DEMOLITION	
D. FOUNDATION	
E. MOBILE HOME	
F. ROOFING	
G. SIDING	
H. SOLAR PANELS	
A. MECHANICAL PERMITS	PAGE 4
B. PLUMBING PERMITS	
PERMIT FEES - UNIFORM BUILDING CODE	PAGE 5
OTHER INSPECTION FEES	PAGE 6

BUILDING INSPECTIONS AND PERMITTING

BUILDING INSPECTIONS AND PERMITTING	2025
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ADD - Cannabis Retail Business - Initial Registration Fee	\$500.00
ADD - Cannabis Retail Business - Renewal Registration Fee	\$1,000.00
Short-term Rental Permit - Annual	\$100.00
Beekeeping Permit - One-time fee	\$50.00
<u>Demolition permits -</u> <p>The main structure on the property OR all structures on a property (if a building permit for a new structure is obtained at the same time, this fee is waived)</p> <p>Garage, shed, or outbuilding on a property (if a building permit for a new structure is obtained at the same time this fee is waived)</p>	<p>\$100.00 plus \$1.00 state surcharge</p> <p>\$35.00 plus \$1.00 state surcharge</p>
<u>Foundation only permit</u> <p>This permit fee would be in addition to any regular building permit fee. This fee is only for excavating, footing, and foundation of a new structure. <i>This fee is an optional fee to be paid if the builder is unwilling to wait the requested 7-10 working days for the plan review process of a completed building permit application. This fee will be waived if the plan review takes longer than 10 working days</i></p>	\$100.00 plus \$1.00 state surcharge
Mobile Home - all new that are moved into town	\$100.00 to \$150.00 plus \$1.00 state surcharge

<u>Roofing permits</u> Commercial	\$100.00 plus \$1.00 state surcharge
Residential structure and/or attached/detached garage	\$50.00 plus \$1.00 state surcharge
Garage or accessory bldg. only	\$25.00 plus \$1.00 state surcharge
<u>Siding/Windows/Doors/Radon Control System/Retaining Walls/Drain tile</u> <u>ADD - Deck boards/Railing replacement</u>	\$50.00 plus \$1.00 State surcharge
Solar Array Panels	\$35.00 plus \$1.00 State Surcharge

<u>Mechanical permits</u>	
Gas burning equipment, conversion burner or gas-designed heating appliance, alteration to existing gas burner equipment or remodeling permit, -	\$35.00 plus \$1.00 state surcharge
400,000 BTU	\$45.00 plus \$1.00 state surcharge
Over 400,000 BTU	\$72.00 plus \$1.00 state surcharge
Gas dryer, gas ranges, gas fireplaces, or other gas appliance permits, other than those used in connection with a heating system, primary or secondary; all permits this section.	\$35.00 plus \$1.00 state surcharge
Gas piping only.	\$35.00 plus \$1.00 state surcharge
Heating and ventilation equipment permits to include, but are not limited to, coal , Air Conditioner, Duct Work, oil, steam, solar, conversion burners, and wood burning appliances.	\$35.00 plus \$1.00 state surcharge

PLUMBING PERMITS	
For issuing each plumbing permit	\$20.00
State surcharge on each permit	\$1.00
For each plumbing fixture or trap set of fixtures on one trap including water, drainage piping, and backflow protection thereof	\$5.00
For each water heater	\$5.00
For each water softener	\$5.00
For each new or replacement water service line and/or sewer line	\$5.00
For installation, alteration, or repair of water piping	\$15.00
For installation, alteration, or repair of drainage or vent piping	\$15.00
<p>Whenever any work for which a plumbing and mechanical permit is required has been commenced without first obtaining said permit, an investigation fee, in addition to the permit fee, shall be collected, whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee as shown above.</p>	

BUILDING PERMIT FEES – UNIFORM BUILDING CODE - 1997

TOTAL VALUATION	2025
\$1.00 to \$500.00	\$23.00
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional

up	\$1,000.00 or fraction thereof.
Plan Review Fee	½ of the Building Permit Fee
Plan Review Fee	¼ of the Building Permit fee for residential Deck, Garage, Addition/Alteration
ADD - Plus State Surcharge Fee	

GOLF

2025 SEASON PASSES - GOOD ANYTIME REQUIRES TEE TIME (ON A 1 ST COME BASIS)	
FAMILY - (2 ADULTS AND CHILDREN UNDER THE AGE OF 17)	\$600.00 to \$650.00
SINGLE	\$440.00 to \$460.00
SINGLE WITH CAR	\$750.00 to \$775.00
COUPLES WITH CAR (2 ADULTS SAME RESIDENCE)	\$980.00 to \$1,000.00
GOLF CAR TRAIL PASS	\$140.00 (FOR USE OF PERSONAL RIDING CAR FOR THE SEASON)
<i>\$9.00 PER PERSON CAR RENTAL (\$5.00 for additional round)/PLAY AT RECIPROCAL COURSES*/SEASON PASSES MAY BE USED FOR LEAGUE PLAY & GROUP OUTING DISCOUNTS WHEN SPECIFIED/NO ADDITIONAL COST TO RIDE ALONE/ \$2.00 Pull Cart Rental</i>	
<i>DAILY RATE SPECIALS</i>	
<i>"EARLY BIRD" RATE BEFORE 9:00 AM Saturday/Sunday - \$12.00 GOLF 9-Hole RATE PER PERSON AND EXCLUDES HOLIDAYS REMOVE</i>	
2025 DAILY FEES	
9 HOLES	\$15.00 to \$16.00
18 HOLES	\$22.00 to \$23.00 OR \$35.00 W/RIDING CAR
RIDING CAR	\$10.00 PER PERSON PER 9 HOLES/RIDE ALONE \$13.00 PER PERSON PER 9 HOLES.
PULL CARTS	\$4.00
TRAIL PASS	\$6.00 (DAILY RATE FOR USE OF PERSONAL CAR, WITHOUT SEASON TRAIL PASS)
<i>"ALL DAY" RATE WALKING \$25 with car \$40**</i>	
<i>**Subject to availability of tee times, pricing not valid for groups or group outings</i>	

SENIOR (60+)	
9 HOLES	\$13.00 to \$14.00
18 HOLES - WEEKDAY	\$19.00 to \$20.00 OR \$32.00 W/RIDING CAR
JUNIOR RATES - 11-17 YEARS	
9 HOLES	\$7.00 to \$8.00
18 HOLES - EVERY DAY	\$9.00 to \$10.00 - MAY RIDE FREE WITH PAID ADULT

JUNIOR RATE (10 AND UNDER)	
9 HOLES - EVERY DAY (ALL DAY) WITH PAID ADULT & RIDE FOR FREE WITH PAID ADULT	\$5.00
PUNCH CARDS	
5 ROUND GOLF ONLY \$65.00 to \$70.00/10 ROUND GOLF ONLY \$120.00 to \$125.00	
5 PUNCH CAR \$45.00*/10 PUNCH CAR \$80.00*	
5 ROUND PLAY & RIDE \$110.00* to \$115.00*/10 ROUND PLAY & RIDE \$200.00* to \$205.00*	
LEAGUE ONLY CARDS —SENIOR 10 ROUND GOLF \$80.00/SENIOR 10 PUNCH PLAY & RIDE \$150.00*	
6 ROUND MEN'S, LADIES LEAGUE \$55.00/add 6 ROUND PLAY & RIDE \$100.00*	
LEAGUE RATES	
SENIOR LEAGUE \$8.50 TO \$9.00 9 HOLES/\$9.00 RIDING CAR	
MENS, LADIES \$10.00 9 HOLES/\$9.00 RIDING CAR	
COUPLES LEAGUE \$8.50 TO \$9.00 PER PERSON 9 HOLES/\$9.00 PER PERSON RIDING CAR	
DISCOUNTS FOR GROUP OR COMPANY OUTING - GROUP CATERING AVAILABLE	
*RECIPROCAL COURSES ARE SUBJECT TO CHANGE, MUST CALL FOR TEE TIMES, AND RECIPROCAL COURSE RESTRICTIONS.	
*PUNCH PLUS \$3.00 WHEN RIDING ALONE USING A RIDING CAR PUNCH CARD	

LIBRARY

LIBRARY	2025
Library Cards:	
- Replacements	\$ 1.00
- Non-resident	\$ 45.00
Fines - per day (New Items Only):	
Remove	
- Adult books Remove	\$.20
- Damaged or Lost Material	Retail Price of Item
Computer Print-Outs - B/W	\$.20 to \$.25
Computer Print-Outs - Color	\$.20 to \$.25
Copy Machine - 8 ½ x 11	\$.20 to \$.25
Copy Machine - Legal	\$.20 to \$.25
Copy Machine - Ledger	\$.20 to \$.25
Fax - Incoming/Outgoing - Per Page - **for long distance only**	\$ 1.00

PARKS

FACILITY	2025 FEES
Old Hickory Park - Open-air shelter with two sides available for rent	<p align="center">\$45.00 to \$50.00/side/day</p> <p align="center">Add - No Charge - Monday, Tuesday, Wednesday, Thursday for Civic/Non-Profit / up to 4 hours</p>
Wieser Park Pavilion - All-Season Pavilion	<p align="center">\$50.00 - Civic/Non-Profit / up to 6 hours \$75.00 - City/Township Resident / up to 6 hours \$200.00 - Non-Resident / up to 6 hours</p> <p align="center">\$100.00 - Civic/Non-Profit / 6+ hours \$150.00 - City/Township Resident / 6+ hours \$400.00 - Non-Resident / 6+ hours</p> <p align="center">to \$150.00 per day</p> <p align="center">No Charge - Monday, Tuesday, Wednesday, Thursday for Civic/Non-Profit / up to 4 hours</p> <p align="center">\$75.00 - Civic/Non-Profit - Friday, Saturday, Sunday</p>

Wieser Park Shelter - Open-air Shelter	<p>No Charge</p> <p>Reservations suggested</p>
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PUBLIC WORKS

PUBLIC WORKS	2025
<u>Equipment use:</u>	
Sweeper per hour	\$100.00 to \$125.00
Dump Truck per hour	\$100.00 to \$125.00
Mower/Skid Steer/Loader per hour	\$100.00 to \$125.00
Labor per hour/per person - This fee is in addition to the Equipment use fees listed above.	\$50.00 to \$60.00

RECREATION

RECREATION	2025	
	CITY/TWN	OUT OF
Remove BASEBALL	Remove \$45.00	Remove \$55.00
Remove SOFTBALL	Remove \$45.00	Remove \$55.00
Remove TENNIS	Remove \$45.00	Remove \$55.00
Remove GOLF		
YOUTH	Remove \$45.00	Remove \$55.00
ADULT	Remove \$55.00	Remove \$70.00
Remove VOLLEYBALL	Remove \$45.00	Remove \$55.00
Remove BASKETBALL	Remove \$45.00	Remove \$55.00
LOG ROLLING	\$45.00	\$55.00
SWIMMING LESSONS	\$40.00	\$55.00
LITTLE MATES	\$40.00	\$55.00
SWIM TEAM	\$45.00	\$55.00
POOL ADMISSION		
- per entry	\$3.00	\$6.00
POOL MEMBERSHIPS		
FAMILY	\$135.00	\$185.00
INDIVIDUAL	\$65.00	\$95.00

WATER

WATER	2025
Water hookup fee	\$1,000.00
Pressure reducer valves – charge is price city pays per invoice from manufacturer	Charge would be rate the city is charged to purchase the pressure-reducing valve. This charge will fluctuate.
MXU charge (new construction)	\$140.00 to \$165.00– this is the rate the city is presently charged to purchase the remote reader. This charge will fluctuate.
Reconnection fee (for non-payment of water bill)	\$30.00
Water Meter Replacement	Property owners that refuse to give the City access to their water meter or fail to respond after receiving notification to change out a water meter when necessary will be charged \$50.00/Month, until access is

	allowed.
Hydrant use -	Minimum \$20.00 or \$15.00 being charged per thousand gallons (Minimum charge excluding sales tax). Commercial water sales are taxable.
Rates	See pages 21 and 22.

ZONING

ZONING	2025
Abatement – per incident	\$ 40.00 administrative fee plus abatement charges
Conditional use permit – per each individual request	\$250.00 to \$300.00
District zoning changes – per each individual request	\$250.00 to \$300.00
<u>Erosion control:</u> Reinspection fee	\$50.00
<u>Surety deposit</u> (to be returned upon completion of erosion control and building permit final inspection minus any violations):	
New residential/commercial construction	\$500.00
Additions/garages	\$100.00
Land alterations	\$250.00
Building demolition	\$250.00
<i>NOTE: DECKS AND ADDITIONS BUILT ON POSTS FOR THE FOUNDATION ARE EXCLUDED FROM SURETY DEPOSIT</i>	
Excavation permits	\$ 30.00 plus \$1.00 per sq/lin. Foot
Fence permit – Non-Profits exempt from fee	\$25.00
Grading permit	¼ acre or less - \$50.00 ¼ acre to 1 acre - \$250.00 over 1 acre - \$500.00 IF REVIEWED BY CITY ENGINEER – APPLICANT WILL PAY FOR THE FULL COST OF ALL ENGINEERING SERVICES

	INSTEAD OF ABOVE RATE
Home Occupation - Per Each Individual Request	\$250.00 to \$300.00
Interim Conditional Use Permit - Each Individual Request	\$250.00 to \$300.00
Platting Preliminary plat **Developer is to pay all other related expenses for the platting process. ***All fees pending must be paid in full before proceeding with the final plat. Final plat	\$ 250.00 plus \$50.00 per lot \$ 150.00
Sign permit - per sign 'Non-Profits exempt from fee'	\$50.00
Variance fee - per each individual request	\$250.00 to \$300.00

ADOPTED this 16th day of December 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 589 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.4 – 2025 SERVICE AGREEMENTS

City Administrator Waller reviewed with City Council the 2025 professional service agreements/contracts regarding WHKS & Co. for engineering, Wieser Law Office for legal, Jason Ludwigson for Sustainability Coordinator, and Prologue Planning Group, LLC to provide Community/Economic Development services to the City of La Crescent. It was recommended to City Council to approve the 2025 fee schedules for WHKS & Co. and Wieser Law Office. It was also recommended to City Council to approve the contract with Jason Ludwigson which included an increase in his fee for 2025 from \$38.00 per hour to \$39.52 per hour. Lastly, it was recommended City Council approve the contract with Prologue Planning Group, LLC which included a fee increase for 2025 from \$43.26 per hour to \$44.99 per hour. City Council reviewed revised agreements for the Sustainability Coordinator and Community Development Director. Following discussion, the following Motions were made:

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

MOTION TO APPROVE THE 2025 FEE SCHEDULE WITH WHKS & CO. AS PRESENTED FOR ENGINEERING SERVICES.

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

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

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

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

MOTION TO APPROVE THE 2025 FEE SCHEDULE WITH WIESER LAW OFFICE, P.C. AS PRESENTED FOR LEGAL SERVICES.

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

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

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

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

MOTION TO APPROVE A CONTRACT WITH JASON LUDWIGSON FOR SUSTAINABILITY COORDINATOR SERVICES WHICH INCLUDES AN INCREASE IN THE HOURLY FEE TO \$39.52 PER HOUR.

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

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

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

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

MOTION TO APPROVE A CONTRACT WITH PROLOGUE PLANNING GROUP, LLC FOR COMMUNITY/ ECONOMIC DEVELOPMENT SERVICES WHICH INCLUDES AN INCREASE IN THE HOURLY FEE TO \$44.99 PER HOUR.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes

Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.5 – 2025 CITY COUNCIL MEETING SCHEDULE

City Administrator Bill Waller reviewed with City Council the proposed 2025 City Council meeting schedule. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE 2025 CITY COUNCIL MEETING SCHEDULE.

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

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

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

ITEM 3.6 – 2025 NEWSPAPER DESIGNATION

City Attorney Skip Wieser reviewed the requirements for having an Official Newspaper designation for the City. This item will be brought back to the first meeting in January, no action required at this time.

ITEM 3.7 – GUNDERSEN TAX INCREMENT DISTRIBUTION

City Administrator Bill Waller reviewed information regarding the 2008 Gundersen TIF district. As of 12/31/2023, the fund balance in the Gundersen TIF account is \$168,766. The majority of these funds are excess tax increment funds, as the district has generated revenue in excess of obligations. Prior to the 2025 bond issue, options to improve the City's financial position are being evaluated in part to support the City's bond rating. It was recommended that City Council approve the return of \$150,000 in excess tax increment funds to Houston County. The funds would then be redistributed based on taxing percentages to the City, County, and School District pursuant to Minnesota Statutes that govern the use of tax increment financing. The Gundersen TIF district will remain in place no later than December 31, 2035, or until the date the final obligations of the development are satisfied. The City of La Crescent can expect to receive approximately \$60,000 when the funds are returned. The returned funds are no longer tax increment funds and can be

used for any municipal purpose. It is anticipated that the \$60,000 will be accounted for as a receivable in the City's 2024 financial statements, increasing the General Fund balance, which will be a positive going into the 2025 bond rating review process. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE RETURN OF \$150,000 IN EXCESS TAX INCREMENT FUNDS TO HOUSTON COUNTY TO BE REDISTRIBUTED BASED ON TAXING PERCENTAGES TO THE CITY, COUNTY, AND SCHOOL DISTRICT PURSUANT TO MINNESOTA STATUTES THAT GOVERN THE USE OF TAX INCREMENT FINANCING WITH THE CITY OF LA CRESCENT RECEIVING APPROXIMATELY \$60,000 TO BE PUT INTO THE GENERAL FUND BALANCE.

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

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

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

ITEM 3.8 – 2025 LICENSE RENEWAL

City Council reviewed a proposed license renewal for 2025. The application appears to be in order, and it was recommended City Council approve the license renewal application. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE PRESENTED LICENSE RENEWAL FOR 2025 FOR THE FOLLOWING:

GAS INSTALLERS:

Bagniefski Heating & Air Conditioning

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

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

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

ITEM 3.9 – GAMBLING PERMIT APPLICATION

City Council reviewed a gambling permit application from Ability Building Center, Inc. for a raffle to be held on May 3, 2025, at Schmitty’s TimeOut Tavern. The application appears to be in order and it was recommended that City Council approve the application and authorize that it be forwarded to the Minnesota Gambling Control Board. Following discussion, Member Williams made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO APPROVE THE GAMBLING PERMIT APPLICATION SUBMITTED BY ABILITY BUILDING CENTER, INC. FOR A RAFFLE TO BE HELD ON MAY 3, 2025, AT SCHMITTY’S TIMEOUT TAVERN AND AUTHORIZE IT TO BE FORWARDED TO THE MINNESOTA GAMBLING CONTROL BOARD.

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

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

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

ITEM 3.10 – LIQUOR LICENSE APPLICATION

City Council reviewed a memo from City Administrative Assistant Chris Fortsch regarding a liquor license for the Swing Bridge Pub. Shorey Acres, dba Swing Bridge Pub, will be terminating their lease with the La Crescent Area Event Center as of 12/31/2024. Shorey Acres will cease to operate the restaurant and liquor services. The La Crescent Area Event Center plans to reopen the restaurant and catering services under their ownership – La Crescent Area Event Center, dba Swing Bridge Pub. They have submitted a liquor license application for an On Sale Liquor License (plus Sunday). The application appears to be in order and it was recommended that City Council approve the liquor license application for 2025. Following discussion, Member O’Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE ON SALE LIQUOR LICENSE (PLUS SUNDAY) APPLICATION FROM THE LA CRESCENT AREA EVENT CENTER, DBA SWING BRIDGE PUB FOR 2025.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES:

6.1 REVISED CANNABIS MAP – City Council reviewed the revised Cannabis Dispensary Off-Limit Areas map.

6.2

7. CHAMBER OF COMMERCE

A representative from the Chamber of Commerce was in attendance and had no updates.

At 5:37 p.m., Mayor Poellinger recessed the regular City Council meeting until 6:00 p.m.

PUBLIC HEARING/MEETING - 6:00 P.M. – 2025 GENERAL FUND BUDGET/LEVY

It being 6:00 p.m., Mayor Poellinger opened the public meeting on the 2025 General Fund Budget and Levy. City Administrator Waller circulated a sign-up sheet and gave an overview of the process. As a point of clarification, in April of each year, the City Council holds the Board of Appeal and Equalization meeting, at which time property owners can ask questions about their proposed property value and property classification. Questions about property value and property classification will need to wait until the Board of Appeal and Equalization meeting which will be held in April of 2025. The items City Council reviewed for consideration was the proposed resolution setting the 2025 levy and adoption of the 2025 General Fund budget. Representatives from the Houston County Assessor's Office were present at the meeting and reviewed the changes to the Homestead Act. The Mayor then asked if anyone present in the audience wished to comment or had questions. Comments and questions were received from the one city resident in attendance at the meeting. The public meeting was then closed.

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

MOTION TO ADOPT THE 2025 GENERAL FUND BUDGET AS PRESENTED.

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

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

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

Following discussion, Member Jostad introduced the following resolution and moved its passage for adoption:

RESOLUTION 12-24-45

**RESOLUTION MAKING FINAL GENERAL LEVIES FOR
COLLECTION WITH REAL ESTATE TAXES PAYABLE IN THE
CALENDAR YEAR 2025**

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

1. It is hereby determined and declared that there shall be and there is hereby levied upon all taxable property within the City for the general purposes of the City, as provided by law, to be collected in the year 2025 as part of the general taxes due and payable in the year 2025 a direct ad valorem tax in the amount of \$2,608,988.00 as provided by State law to be levied and collected in the manner provided by law.
2. Be it also hereby determined and declared that there shall be and there is hereby levied upon taxable property within the City of La Crescent for public library service, a tax in the amount of \$196,290.00 to be collected in the year 2025, as authorized by Minnesota Statutes, Section 134.33 and 134.34.
3. It is hereby found, determined, and declared that the amounts set forth in a column at the right to be levied with taxes to be collected in the calendar year 2025, in conjunction with the various bonds issued and sinking funds described below:

FUND #	YEAR	DESCRIPTION	TO BE LEVIED FOR COLLECTION IN CALENDAR YEAR 2025
325	2016A	G.O. Refunding Rec. Fac. Bonds - Aquatic Center	\$198,700.00
327	2016A	G.O. Improvement Bonds - Oak St. Recon.	\$112,100.00
328	2017A	G.O. Equipment Certificates	\$119,800.00
329	2018A	G.O. Improvement Bonds - Streets/Veterans Park	\$146,500.00

FUND #	YEAR	DESCRIPTION	TO BE LEVIED FOR COLLECTION IN CALENDAR YEAR 2025
330	2019A	G.O. Equipment Certificates - Fire Truck	\$47,100.00
331	2019B	G.O. Improvement Bonds - Street Recon.	\$34,000.00
332	2020A	G.O. Improvement Bonds - HTM	\$175,700.00
333	2020A	G.O. Bonds - Tax Abatement - Ice Arena	\$12,600.00
334	2022A	G.O. Imp. Bonds/Equip. Cert. & CIP Bonds	\$234,400.00
		TOTAL DEBT SERVICE LEVY	\$1,080,900.00

4. Total levy for the City of La Crescent for collection in 2025 is \$3,886,178.00

ADOPTED this 16th day of December 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:13 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: January 10, 2025
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending January 10, 2025. 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						
12/24 STMT	PARKS PHONE CHARGES	12/31/2024	164.90	.00		
12/24 STMT	LIBRARY PHONE CHARGES	12/31/2024	138.50	.00		
12/24 STMT	SEWER PHONE CHARGES	12/31/2024	125.12	.00		
12/24 STMT	ARENA PHONE CHARGES	12/31/2024	299.45	.00		
12/24 STMT	WATER PHONE CHARGES	12/31/2024	153.99	.00		
12/24 STMT	PUBLIC WORKS PHONE CHARGES	12/31/2024	91.40	.00		
12/24 STMT	CITY HALL PHONE CHARGES	12/31/2024	411.38	.00		
12/24 STMT	LICENSE BUR PHONE CHARGES	12/31/2024	170.28	.00		
12/24 STMT	POLICE DEPT PHONE CHARGES	12/31/2024	315.53	.00		
12/24 STMT	STREET PHONE CHARGES	12/31/2024	45.42	.00		
12/24 STMT	GOLF COURSE PHONE CHARGES	12/31/2024	441.48	.00		
12/24 STMT	FIRE DEPT PHONE CHARGES	12/31/2024	477.15	.00		
12/24 STMT	POOL PHONE CHARGES	12/31/2024	89.85	.00		
12/24 STMT	BLDG/ZNG PHONE CHARGES	12/31/2024	91.40	.00		
Total 24:			3,015.85	.00		
AFLAC						
12/24 STMT	INSURANCE PREMIUMS	01/01/2025	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
12/24 DUES	PAYROLL DEDUCTED UNION DUES	01/01/2025	697.12	.00		
Total 25:			697.12	.00		
AIRGAS USA LLC						
9156347168	FD - O2 MEDICAL SUPPLIES	12/09/2024	114.95	.00		
Total 1802:			114.95	.00		
AMAZON CAPITAL SERVICES						
11WY-F66Y-4WH	CITY HALL - OFFICE SUPPLIES	12/23/2024	29.78	.00		
134D-7DT9-4G3	LIC BUR - OFFICE SUPPLES	12/08/2024	80.35	.00		
134K-9TL7-74YH	LIBRARY - BOOKS GRANT FUNDED	12/28/2024	25.51	.00		
13CP-RRJX-19Q	FD - SMALL TOOLS	12/12/2024	68.54	.00		
149Y-R6LY-D1XF	LIBRARY - BOOKS GRANT FUNDED	12/20/2024	37.27	.00		
14HK-XCF7-CM9	CITY HALL - OFFICE SUPPLIES	12/19/2024	35.78	.00		
14HK-XCF7-CM9	LIC BUR - OFFICE SUPPLES	12/19/2024	11.51	.00		
167Y-VHVQ-WJV	PD - OFFICE SUPPLIES	12/27/2024	30.00	.00		
167Y-VHVQ-WJV	PD - CLEANING SUPPLIES	12/27/2024	41.72	.00		
171Q-D6KP-3GP	LIBRARY - PROCESSING MATERIALS	12/30/2024	33.14	.00		
171Q-D6KP-3KF	LIBRARY - CLEANING SUPPLIES	12/30/2024	65.78	.00		
17LV-FDYT-X6VJ	PD - OFFICE SUPPLIES	12/27/2024	21.73	.00		
19HM-Q9DJ-H6K	LIBRARY - BOOKS GRANT FUNDED	01/01/2025	29.54	.00		
19XT-V6NC-4MG	FD - PPE OSHA COMPLIANCE	12/16/2024	49.99	.00		
19XT-V6NC-4MG	CITY HALL - SAFETY SIGNS	12/16/2024	20.80	.00		
1FL1-NQJW-DC1	LIBRARY - BOOKS GRANT FUNDED	12/16/2024	20.48	.00		
1FMQ-319G-QY	STREET - BRINE TANK REPAIR	12/18/2024	387.36	.00		
1GJ7-MHY4-4XL	LIBRARY - OFFICE SUPPLIES	12/28/2024	44.60	.00		
1KY4-NQKR-7M	PARKS - CLEANING SUPPLIES FOR WIESER PAVILION	12/16/2024	99.99	.00		
1KY4-NQKR-7M	CITY HALL - OFFICE SUPPLIES	12/16/2024	15.51	.00		
1NJF-WFDN-44D	LIBRARY - BOOKS GRANT FUNDED	12/30/2024	17.36	.00		
1NPP-MN6L-71L	LIBRARY - BOOKS GRANT FUNDED	12/28/2024	479.24	.00		
1NPP-MN6L-7L3	LIBRARY - PROGRAM SUPPLIES	12/28/2024	93.77	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1NVP-HVH9-G1	CITY HALL - OFFICE SUPPLIES	12/02/2024	72.10	.00		
1T3H-RW17-R4X	LIBRARY - BOOKS GRANT FUNDED	12/12/2024	43.82	.00		
1V6N-4W4G-K9J	CITY HALL - OFFICE SUPPLIES	12/17/2024	17.99	.00		
1V6N-4W4G-K9J	PARKS - CLEANING SUPPLIES FOR WIESER PAVILION	12/17/2024	133.50	.00		
1VWY-X4X4-FF1	LIBRARY - BOOKS GRANT FUNDED	12/25/2024	122.80	.00		
Total 9956:			2,129.96	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#62	RADIUM PLANT - SOLAR	12/01/2024	402.46	.00		
#62	MAINTENANCE BLDG - SOLAR	12/01/2024	402.46	.00		
#62	ANIMAL RESCUE - SOLAR	12/01/2024	206.37	.00		
Total 9859:			1,011.29	.00		
AUTO VALUE LA CROSSE						
516516175	STREETS - BOBCAT REPAIR	12/17/2024	15.99	.00		
516516287	PARKS - BOBCAT REPAIR	12/18/2024	49.66	.00		
Total 2106:			65.65	.00		
BAKER & TAYLOR						
2038744967	LIBRARY - BOOKS GRANT FUNDED	12/06/2024	138.25	.00		
2038752565	LIBRARY - BOOKS GRANT FUNDED	12/20/2024	67.44	.00		
2038774779	LIBRARY - BOOKS GRANT FUNDED	12/26/2024	264.66	.00		
Total 8022:			470.35	.00		
BAN-KOE SYSTEMS GROUP						
20007038	WATER PLANT - ANNUAL FIRE ALARM MONITORING	01/01/2025	407.00	.00		
Total 102:			407.00	.00		
BERNIE BUCHNER INC						
887555	EAGLES BLUFF & ORCHARDVIEW BOOSTER STATION R	12/18/2024	3,555.69	.00		
Total 129:			3,555.69	.00		
BLUE CROSS BLUE SHIELD MINNESOTA						
1/25 STMT	EMPLOYER PAID HEALTH - CLERK	12/24/2024	1,408.59	1,408.59	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - FD	12/24/2024	74.14	74.14	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - LIBRARY	12/24/2024	633.72	633.72	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - LICENSE BUREAU	12/24/2024	1,867.42	1,867.42	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - PARKS	12/24/2024	696.43	696.43	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - PD	12/24/2024	5,820.12	5,820.12	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - REC	12/24/2024	222.47	222.47	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - SEWER	12/24/2024	1,016.62	1,016.62	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - STREET	12/24/2024	2,289.99	2,289.99	12/24/2024	
1/25 STMT	EMPLOYER PAID HEALTH - WATER	12/24/2024	1,361.93	1,361.93	12/24/2024	
1/25 STMT	HEALTH INSURANCE WITHHELD	12/24/2024	3,407.42	3,407.42	12/24/2024	
Total 9672:			18,798.85	18,798.85		
BOBCAT OF THE COULEE REGION						
01-77130	STREETS - BOBCAT REPAIR	12/16/2024	189.99	.00		
01-77138	GC - NEW WIPER FOR BOBCAT	12/16/2024	82.27	.00		
01-77202	STREETS - BOBCAT REPAIR	12/18/2024	60.23	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 216:			332.49	.00		
BOB'S LOCK & SAFE INC.						
43548	CITY HALL - SIDE DOOR KEYS	12/18/2024	36.00	.00		
Total 123:			36.00	.00		
BOUND TREE MEDICAL, LLC						
85593779	SET OF AED PADS FOR ARENA	12/16/2024	267.96	.00		
85601588	FD - MEDICAL SUPPLIES	12/23/2024	76.74	.00		
Total 9621:			344.70	.00		
BUEHLER, LUANN						
12/5/24	PD - UNIFORM PATCHES	12/05/2024	12.00	.00		
Total 10104:			12.00	.00		
CENTER POINT LARGE PRINT						
2138197	LIBRARY BOOKS GRANT FUNDED	01/01/2025	445.86	.00		
Total 8179:			445.86	.00		
CGMC						
2025 DUES	ANNUAL MEMBERSHIP RENEWAL	01/01/2025	10,253.00	.00		
Total 8321:			10,253.00	.00		
CITY OF LA CRESCENT						
12/24 FIRE	WATER/SEWER UTIL - ANIMAL SHELTER	12/31/2024	135.96	.00		
12/24 LIBRARY	WATER/SEWER UTIL - LIBRARY	12/31/2024	170.25	.00		
Total 196:			306.21	.00		
CITY TREASURER'S OFFICE						
200147 - NOV	WASTEWATER TO LA CROSSE	11/30/2024	29,488.27	.00		
200152 - 4TH QT	4TH QTR CONTRACTED TRANSIT SERV 2024	12/26/2024	4,049.25	.00		
Total 1086:			33,537.52	.00		
CLEARWAY COMMUNITY SOLAR LLC						
11/24 STMT	1450 HWY 16 - LIFT STATION	11/30/2024	12.60	.00		
11/24 STMT	209 S WALNUT ST - LAC SIGN	11/30/2024	5.94	.00		
11/24 STMT	31 MCINTOSH RD - LIFT STATION	11/30/2024	4.78	.00		
11/24 STMT	608 S 7TH ST - POOL	11/30/2024	216.36	.00		
11/24 STMT	1323 SPRUCE DR - ABNET FIELDS	11/30/2024	13.28	.00		
11/24 STMT	202 MAIN ST - FLAG LIGHT	11/30/2024	1.34	.00		
11/24 STMT	336 S 1ST ST - COMMUNITY BLDG	11/30/2024	65.13	.00		
11/24 STMT	110 MIDNIGHT ST - LIFT STATION	11/30/2024	21.98	.00		
11/24 STMT	608 S. 7TH ST. - TENNIS COURT LIGHTS	11/30/2024	4.23	.00		
11/24 STMT	523 S. CHESTNUT ST. - ANIMAL SHELTER	11/30/2024	17.00	.00		
11/24 STMT	520 S 14TH ST - ICE ARENA	11/30/2024	1,082.58	.00		
11/24 STMT	1200 JONATHAN LANE - PARK SHELTER	11/30/2024	18.09	.00		
11/24 STMT	722 N 2ND ST - RADIUM PLANT	11/30/2024	840.68	.00		
11/24 STMT	219 MAIN ST - UNIT LIGHTS	11/30/2024	33.07	.00		
11/24 STMT	200 STONEY POINT RD - WELL HOUSE	11/30/2024	335.74	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11/24 STMT	219 CHESTNUT ST - BRIDGE LIGHT	11/30/2024	23.70	.00		
11/24 STMT	193 MCINTOSH RD - BOOSTER STATION	11/30/2024	77.51	.00		
11/24 STMT	407 ORCHARDVIEW - BOOSTER STATION	11/30/2024	128.22	.00		
11/24 STMT	321 MAIN ST - LIBRARY	11/30/2024	69.18	.00		
11/24 STMT	400 LARCH AVE - WELL 2	11/30/2024	274.63	.00		
Total 9854:			3,246.04	.00		
CORKY'S PIZZA & ICE CREAM						
1/4/25	FD - FOOD FF FOR CLEANUP AFTER FIRE	01/04/2025	110.40	.00		
12/10/24	PD - DEPT MEETING	12/10/2024	79.80	.00		
Total 241:			190.20	.00		
CULLIGAN WATER CONDITIONING						
285X21684109	PD - WATER COOLER RENTAL	01/01/2025	39.95	.00		
285X21684109	MAINT - WATER COOLER RENTAL	01/01/2025	39.95	.00		
285X21684109	CITY HALL - WATER COOLER RENTAL	01/01/2025	39.95	.00		
285X21706704	FD - WATER COOLER RENTAL	01/01/2025	39.95	.00		
Total 231:			159.80	.00		
CUSTOM ALARM						
596289	GC - MONTHLY ALARM MONITORING SYSTEM	01/01/2025	44.65	.00		
Total 290:			44.65	.00		
DAVY LABORATORIES						
24L0282	WATER - SAMPLES	12/17/2024	108.00	.00		
24L0303	WATER - SAMPLES	12/19/2024	108.00	.00		
Total 312:			216.00	.00		
DDI GENERAL CONTRACTOR						
1210-1	SCDP GRANT EXPENSE	12/15/2024	22,800.00	22,800.00	12/31/2024	
1230-1	SCDP GRANT EXPENSE	12/09/2024	9,260.00	9,260.00	12/31/2024	
Total 10085:			32,060.00	32,060.00		
DEBAUCHE TRUCK & DIESEL INC						
01W12751	2018 PLOW TRUCK BRAKE REPAIR	12/30/2024	524.56	.00		
Total 297:			524.56	.00		
DEMCO INC						
7582205	LIBRARY - PROCESSING MATERIALS	12/18/2024	549.58	.00		
7582205	LIBRARY - OFFICE SUPPLIES	12/18/2024	60.00	.00		
Total 316:			609.58	.00		
DEPT OF NATURAL RESOURCES						
12/10/24-12/16/2	WEEKLY RECREATIONAL VEH. REGIST.	12/16/2024	1,123.82	1,123.82	12/20/2024	
12/17/24-12/23/2	WEEKLY RECREATIONAL VEH. REGIST.	12/23/2024	649.00	649.00	12/30/2024	
12/24/24-12/30/2	WEEKLY RECREATIONAL VEH. REGIST.	12/30/2024	572.50	572.50	01/06/2025	
12/31/24-1/6/25	WEEKLY RECREATIONAL VEH. REGIST.	01/06/2025	918.30	918.30	01/10/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 318:			3,263.62	3,263.62		
DEPUTY #031 LA CRESCENT						
12/23/24 J. RUST	LIC BUR - NSF STATE REIMBURSEMENT	01/03/2025	32.00	32.00	01/03/2025	
12/9/24 BURR	LIC. BUR. NSF STATE REIMBURSEMENT	12/18/2024	51.25	51.25	12/18/2024	
Total 9750:			83.25	83.25		
DOBECK, RHODA						
12/24 LIBRARY	LIBRARY- CLEANING	12/31/2024	243.75	.00		
Total 10098:			243.75	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
1/3/25 P/R	FED/FICA/MEDICARE	01/07/2025	19,713.92	19,713.92	01/07/2025	
12/20/24 P/R	FED/FICA/MEDICARE	12/24/2024	18,374.16	18,374.16	12/24/2024	
Total 1127:			38,088.08	38,088.08		
FIRST SUPPLY LLC - LA CROSSE						
14464020-00	MAINT - SMALL TOOLS	12/11/2024	199.00	.00		
Total 557:			199.00	.00		
GEGEN, MARY						
12/1/24 - 12/31/2	REIMBURSE MILEAGE	12/31/2024	141.37	.00		
Total 10238:			141.37	.00		
GMPT						
2025 DUES	2025 MEMBERSHIP DUES	01/01/2025	175.00	.00		
Total 9395:			175.00	.00		
GOPHER STATE ONE-CALL						
4120521	WATER - LOCATE	12/31/2024	12.15	.00		
4120521	SEWER - LOCATE	12/31/2024	12.15	.00		
Total 620:			24.30	.00		
HAWKINS INC.						
6937988	WATER PLANT - CHEMICALS	12/15/2024	30.00	.00		
Total 512:			30.00	.00		
HILLTOPPER REFUSE & RCYL SRVC						
12/24 BAGS	MONTHLY REFUSE P/U	12/31/2024	3,529.20	.00		
12/24 STMT	REFUSE P/U ARENA	12/31/2024	159.56	.00		
12/24 STMT	RECYCLING P/U FIRE DEPT	12/31/2024	16.48	.00		
12/24 STMT	REFUSE P/U CITY HALL	12/31/2024	67.89	.00		
12/24 STMT	CITYWIDE RECYCLING P/U	12/31/2024	7,535.97	.00		
12/24 STMT	REFUSE P/U MAINT SHOP	12/31/2024	230.71	.00		
12/24 STMT	REFUSE P/U FIRE DEPT	12/31/2024	26.11	.00		
12/24 STMT	REFUSE P/U ANIMAL SHELTER	12/31/2024	76.42	.00		
12/24 STMT	REFUSE P/U PARKS	12/31/2024	248.10	.00		
12/24 STMT	REFUSE P/U LIBRARY	12/31/2024	10.45	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9233:			11,900.89	.00		
HOKAH CO-OP OIL ASSOCIATION						
8429	GC - LP	12/18/2024	1,225.35	.00		
Total 715:			1,225.35	.00		
HOUSTON CNTY TREASURER						
3584	1ST QTR SOLID WASTE FEES	01/03/2025	28,800.00	.00		
Total 1501:			28,800.00	.00		
TIF 4-2 EXCESS	GUNDERSEN TIF 4-2 RETURN EXCESS TAX INCREMENT	12/18/2024	150,000.00	150,000.00	12/20/2024	
Total 2450:			150,000.00	150,000.00		
INNOVATIVE OFFICE SOLUTIONS						
IN4724505	CITY - OFFICE SUPPLIES	12/20/2024	69.84	.00		
IN4724505	PD - OFFICE SUPPLIES	12/20/2024	25.50	.00		
Total 9471:			95.34	.00		
INTERSTATE POWER SYSTEMS INC.						
R001214130:01	WASTE WATER - ANNUAL GENERATOR INSPECTION	12/19/2024	1,134.00	.00		
R001214718:01	WATER PLANT- ANNUAL GENERATOR INSPECTION	12/19/2024	1,412.00	.00		
Total 8812:			2,546.00	.00		
KU-LE REGION FORESTRY INC.						
1310	CPL GRANT STONEY PT FORESTRY MOWING WORK	01/05/2025	15,705.00	.00		
Total 10248:			15,705.00	.00		
KURITA AMERICA INC.						
INV866722	WATER TREATMENT PLANT - INSPECTION & INSTALLED	12/09/2024	1,650.00	.00		
Total 9934:			1,650.00	.00		
KWIK TRIP INC						
12/24 STMT	FD - FUEL	12/31/2024	136.64	.00		
12/24 STMT	PD- FUEL	12/31/2024	937.22	.00		
12/24 STMT	STREETS - FUEL	12/31/2024	1,353.74	.00		
12/24 STMT	WATER - FUEL	12/31/2024	52.80	.00		
12/24 STMT	B&Z - FUEL	12/31/2024	40.31	.00		
12/24 STMT	SEWER - FUEL	12/31/2024	52.81	.00		
12/24 STMT	PARKS - FUEL	12/31/2024	375.11	.00		
Total 1014:			2,948.63	.00		
LA CRESCENT ACE HARDWARE						
12/24 STMT	MAINT - SMALL TOOLS	12/31/2024	17.97	.00		
12/24 STMT	FACE MASK FOR M. GEGEN	12/31/2024	14.99	.00		
12/24 STMT	MAINT - CLEANING SUPPLIES	12/31/2024	7.98	.00		
12/24 STMT	FD - EQUIPMENT REPAIR	12/31/2024	4.99	.00		
12/24 STMT	FD - VEHICLE MAINT	12/31/2024	26.75	.00		
12/24 STMT	MAINT - SMALL TOOLS	12/31/2024	74.98	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
12/24 STMT	B&Z - VEHICLE MAINT	12/31/2024	7.99	.00		
12/24 STMT	GRINDER PUMP REPAIR	12/31/2024	47.94	.00		
12/24 STMT	FD - BUILDING MAINT	12/31/2024	5.48	.00		
12/24 STMT	REPAIR ICE RINK LINER	12/31/2024	40.98	.00		
12/24 STMT	STREETS- SIDEWALK SALT	12/31/2024	822.97	.00		
12/24 STMT	FD - EQUIPMENT REPAIR	12/31/2024	9.56	.00		
12/24 STMT	CITY - OFFICE KEY	12/31/2024	3.59	.00		
12/24 STMT	COMMUNITY BLDG - BATHROOM SINK SUPPLIES	12/31/2024	57.13	.00		
12/24 STMT	CITY HALL - SPACE HEATER	12/31/2024	79.99	.00		
12/24 STMT	STREETS - VEHICLE MAINT	12/31/2024	43.24	.00		
12/24 STMT	STREETS - VEHICLE MAINT	12/31/2024	66.57	.00		
12/24 STMT	GRINDER PUMP REPAIR	12/31/2024	19.16	.00		
12/24 STMT	STREETS - VEHICLE MAINT	12/31/2024	45.98	.00		
12/24 STMT	GRINDER PUMP REPAIR	12/31/2024	41.12	.00		
12/24 STMT	STREETS - VEHICLE MAINT	12/31/2024	4.95	.00		
12/24 STMT	MAINT - SMALL TOOLS	12/31/2024	16.99	.00		
12/24 STMT	FD - BUILDING MAINT	12/31/2024	18.74	.00		
12/24 STMT	STREETS - PAINT FOR PLOW TRUCK	12/31/2024	8.59	.00		
12/24 STMT	MAINT - TAPE	12/31/2024	3.99	.00		
Total 717:			1,492.62	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
11/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	12/18/2024	1,085.61	1,085.61	12/20/2024	
Total 9810:			1,085.61	1,085.61		
LA CRESCENT AUTO REPAIR, INC						
31961	PD- P19 VEHICLE MAINTENANCE	12/30/2024	12.74	.00		
32234	PD- P17 VEHICLE MAINTENANCE	12/30/2024	42.60	.00		
32292	PD - P21 VEHICLE MAINTENANCE	12/30/2024	45.82	.00		
32293	PD- P19 VEHICLE MAINTENANCE	12/30/2024	611.16	.00		
32316	PD - PD20 VEHICLE MAINTENACE	12/30/2024	637.12	.00		
Total 8168:			1,349.44	.00		
LA CRESCENT CHAMBER OF COMMERC						
11/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	12/18/2024	1,085.61	1,085.61	12/20/2024	
Total 1142:			1,085.61	1,085.61		
LA CRESCENT ROCK PRODUCTS INC						
24-578	ROCK FOR WATER MAIN BREAK - N 3RD & CHESTNUT	12/31/2024	1,236.39	.00		
Total 1121:			1,236.39	.00		
LA CROSSE AREA CONVENTION AND						
11/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	12/18/2024	3,396.02	3,396.02	12/20/2024	
Total 9824:			3,396.02	3,396.02		
LABELS PLUS						
2210	LASER CHECKS - SEWER	12/19/2024	28.00	.00		
2210	LASER CHECKS - SOLID WASTE	12/19/2024	28.00	.00		
2210	LASER CHECKS - GENERAL FUND	12/19/2024	364.03	.00		
2210	LASER CHECKS - LIC BUR	12/19/2024	28.00	.00		
2210	LASER CHECKS - LIBRARY	12/19/2024	28.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2210	LASER CHECKS - GOLF	12/19/2024	28.00	.00		
2210	LASER CHECKS - FIRE	12/19/2024	28.00	.00		
2210	LASER CHECKS - WATER	12/19/2024	28.00	.00		
Total 8270:			560.03	.00		
LAPHAM'S CLEANING LLC						
24	CITY HALL - CLEANING	12/26/2024	1,500.00	.00		
Total 10121:			1,500.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
12/24 DUES	PD - PAYROLL DEDUCTED UNION DUES	01/01/2025	493.50	.00		
Total 1134:			493.50	.00		
LAXPRINT.COM						
7693	BLUEPRINT SCANS OF POOL	12/17/2024	69.25	.00		
Total 9554:			69.25	.00		
LEAGUE OF MINNESOTA CITIES						
418895 1/25 - 12/	MEMBERSHIP DUES 1/1/25 - 12/31/25	01/01/2025	6,730.00	.00		
Total 1117:			6,730.00	.00		
LEAGUE OF MN CITIES INS TRUST						
23805	PD - WORKERS COMP CLAIM	01/02/2025	271.03	.00		
Total 1116:			271.03	.00		
LEASE SERVICING CENTER, INC.						
51676	PD TESLA - LEASE PYMT INTEREST	01/01/2025	349.30	349.30	01/03/2025	
51676	PD TESLA - LEASE PYMT PRINCIPAL	01/01/2025	918.02	918.02	01/03/2025	
Total 10152:			1,267.32	1,267.32		
LUDWIGSON, JASON						
12/1/24 - 12/31/2	MILEAGE	12/31/2024	39.93	.00		
12/1/24 - 12/31/2	SUSTAINABILITY SERVICES	12/31/2024	3,686.00	.00		
Total 9632:			3,725.93	.00		
MDRA						
2025	MDRA MEMBERSHIP DUES	01/01/2025	240.00	.00		
Total 1254:			240.00	.00		
MEIER, JOHN						
REIMB	REIMBURSE - FD PURCHASE	01/07/2025	8.54	.00		
Total 9594:			8.54	.00		
METRO WATERSHED PARTNERS						
2025 MEMBERS	2025 MEMBERSHIP ADOPT-A-DRAIN	01/01/2025	350.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9964:			350.00	.00		
MIDWEST TAPE						
506469680	LIBRARY- MOVIES GRANT FUNDED	12/12/2024	26.24	.00		
Total 9851:			26.24	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
01/03/25PR0015	MN CHILD SUPPORT	01/06/2025	497.46	497.46	01/06/2025	
12/20/24PR0015	MN CHILD SUPPORT	12/23/2024	497.46	497.46	12/23/2024	
Total 9597:			994.92	994.92		
MINNESOTA DEPARTMENT OF HEALTH						
STAVENAU WTC	STAVENAU - EXAM FEE WATER CLASS C	12/13/2024	32.00	32.00	12/18/2024	
Total 1396:			32.00	32.00		
MINNESOTA DEPT OF REVENUE						
1/3/25 P/R	MN STATE WHT	01/08/2025	4,023.00	4,023.00	01/08/2025	
12/20/24 P/R	MN STATE WHT	12/24/2024	3,748.00	3,748.00	12/24/2024	
Total 227:			7,771.00	7,771.00		
MINNESOTA ENERGY RESOURCES INC						
11/24 STMT	ANIMAL SHELTER - GAS UTILITIES	11/30/2024	99.70	99.70	12/23/2024	
11/24 STMT	ICE ARENA - GAS UTILITIES	11/30/2024	1,049.63	1,049.63	12/23/2024	
11/24 STMT	COMMUNITY BLDG - GAS UTILITIES	11/30/2024	443.49	443.49	12/23/2024	
11/24 STMT	POOL - GAS UTILITIES	11/30/2024	48.09	48.09	12/23/2024	
11/24 STMT	CONTROL BLDG - GAS UTILITIES	11/30/2024	88.84	88.84	12/23/2024	
11/24 STMT	PUMP HOUSE MCINTOSH	11/30/2024	63.69	63.69	12/23/2024	
11/24 STMT	PUMP HOUSE ORCHARDVIEW	11/30/2024	73.46	73.46	12/23/2024	
11/24 STMT	ABNET RESTROOMS - GAS UTILITIES	11/30/2024	160.17	160.17	12/23/2024	
11/24 STMT	MAINT BLDG - GAS UTILITIES	11/30/2024	461.62	461.62	12/23/2024	
11/24 STMT	LIBRARY - GAS UTILITIES	11/30/2024	92.34	92.34	12/23/2024	
11/24 STMT	CITY HALL - GAS UTILITIES	11/30/2024	215.79	215.79	12/23/2024	
Total 8171:			2,796.82	2,796.82		
MINNESOTA MUNICIPAL UTILITIES						
65040	STREET - MOCK OSHA INSPECTION	11/20/2024	420.00	.00		
65040	WATER - MOCK OSHA INSPECTION	11/20/2024	420.00	.00		
65040	FIRE - MOCK OSHA INSPECTION	11/20/2024	420.00	.00		
65040	CITY - MOCK OSHA INSPECTION	11/20/2024	420.00	.00		
65040	GOLF - MOCK OSHA INSPECTION	11/20/2024	420.00	.00		
65148	2025 MEMBERSHIP DUES	01/01/2025	379.00	.00		
Total 1999:			2,479.00	.00		
MINNESOTA PUMP WORKS						
INV026329	GRINDER PUMPS - SHORE ACRES	12/16/2024	8,184.00	.00		
Total 9637:			8,184.00	.00		
MINNESOTA RURAL WATER ASSOC.						
STAVENAU - C&	C&D WATER - STAVENAU	12/13/2024	400.00	400.00	12/18/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1361:			400.00	400.00		
MINNESOTA SHERIFFS' ASSOCIATION						
2035	PD - TRAINING FOR 301	01/03/2025	175.00	.00		
Total 10034:			175.00	.00		
MINNESOTA STATE RETIREMENT SYS						
1/3/25 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	01/08/2025	5,005.94	5,005.94	01/08/2025	
12/20/24 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	12/24/2024	4,324.44	4,324.44	12/24/2024	
Total 1285:			9,330.38	9,330.38		
MN DEPT OF AGRICULTURE						
2025 - J. LUDWI	2025 PESTICIDE APPL. LICENSE RENEWAL - LUDWIGSO	01/01/2025	76.00	.00		
2025 - R. LEMKE	2025 PESTICIDE APPL. LICENSE RENEWAL- R. LEMKE	01/01/2025	15.00	.00		
Total 1282:			91.00	.00		
MN DEPT OF LABOR & INDUSTRY						
4TH QTR 2024	BUILDING PERMIT SURCHARGES	01/08/2025	667.59	667.59	01/08/2025	
4TH QTR 2024	LESS RETENTION ALLOWANCE	01/08/2025	26.70-	26.70-	01/08/2025	
Total 9093:			640.89	640.89		
MN STATE FIRE DEPT ASSOC.						
2025 MSFDA	2025 MSFDA MEMBERSHIP DUES	01/01/2025	290.00	.00		
Total 1641:			290.00	.00		
MORRIS ELECTRONICS INC.						
11288	CITY HALL - WIRELESS MOUSE	12/12/2024	24.99	.00		
Total 10081:			24.99	.00		
MTI DISTRIBUTING INC						
1457907-00	GC - MOWER REPAIR/FRONT WINDOW	12/12/2024	1,991.32	.00		
Total 1330:			1,991.32	.00		
MUNICIPAL EMERGENCY SERVICES, INC.						
IN2171729	FD - PPE	12/18/2024	75.39	.00		
IN2173447	FD - SCBA EQUIPMENT REPAIR	12/20/2024	1,545.60	.00		
Total 8816:			1,620.99	.00		
NCPERS GROUP LIFE INSURANCE						
12/24 STMT	LIFE INSURANCE PREMIUMS	01/01/2025	144.00	.00		
Total 1619:			144.00	.00		
NELSON FLAG & DISPLAY SERVICE						
49010	POW FLAGS	12/30/2024	98.20	.00		
Total 1413:			98.20	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PER MAR SECURITY SERVICES						
3470928	LIBRARY - SECURITY SYSTEM MONITORING 1/1/24 - 12/3	01/01/2025	511.56	.00		
Total 1642:			511.56	.00		
POINT C						
1/3/25 C. FORTS	MEDICAL REIMB P/R DEDUCTED- C. FORTSCH	01/06/2025	211.55	211.55	01/06/2025	
12/24/24 R. LEM	MEDICAL REIMB P/R DEDUCTED-R. LEMKE	12/24/2024	97.00	97.00	12/27/2024	
12/24STMT PCH	ADMIN FEE	01/06/2025	75.00	75.00	01/06/2025	
Total 10202:			383.55	383.55		
PROLOGUE PLANNING GROUP						
12/1/24 - 12/31/2	ECONOMIC DEVELOPMENT SERVICES	12/31/2024	4,282.74	.00		
Total 10006:			4,282.74	.00		
PUBLIC EMPLOYEES RETIREMENT						
1/3/25 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-DCP	01/08/2025	220.00	220.00	01/08/2025	
1/3/25 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	01/08/2025	16,011.24	16,011.24	01/08/2025	
12/20/24 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	12/26/2024	15,733.31	15,733.31	12/26/2024	
Total 1612:			31,964.55	31,964.55		
PUMP 4 LESS						
11/24 CITY	PARKS - MOTOR FUEL	11/30/2024	185.73	.00		
11/24 CITY	PUBLIC WORKS - MOTOR FUEL	11/30/2024	32.68	.00		
11/24 POLICE	POLICE DEPT - MOTOR FUEL	11/30/2024	119.39	.00		
Total 8604:			337.80	.00		
QUADIENT FINANCE USA, INC						
12/24 STMT	Postage Meter Postage- Animal Rescue	12/15/2024	6.02	6.02	01/03/2025	
12/24 STMT	Postage Meter Postage- B & Z	12/15/2024	42.14	42.14	01/03/2025	
12/24 STMT	Postage Meter Postage- Clerk	12/15/2024	90.30	90.30	01/03/2025	
12/24 STMT	Postage Meter Postage- FIRE DEPARTMENT	12/15/2024	24.08	24.08	01/03/2025	
12/24 STMT	Postage Meter Postage- Golf course	12/15/2024	18.06	18.06	01/03/2025	
12/24 STMT	Postage Meter Postage- Library	12/15/2024	18.06	18.06	01/03/2025	
12/24 STMT	Postage Meter Postage- Lic Bur	12/15/2024	60.20	60.20	01/03/2025	
12/24 STMT	Postage Meter Postage- Police	12/15/2024	42.14	42.14	01/03/2025	
12/24 STMT	Postage Meter Postage- Pool	12/15/2024	12.04	12.04	01/03/2025	
12/24 STMT	Postage Meter Postage- Public works	12/15/2024	30.10	30.10	01/03/2025	
12/24 STMT	Postage Meter Postage- Sewer	12/15/2024	126.42	126.42	01/03/2025	
12/24 STMT	Postage Meter Postage- Water	12/15/2024	126.42	126.42	01/03/2025	
12/24 STMT	Postage Meter Postage- Arena	12/15/2024	6.02	6.02	01/03/2025	
Total 9799:			602.00	602.00		
QUALITY FLOW SYSTEMS, INC						
48186	LIFT STATION REPAIR	12/23/2024	1,118.00	.00		
Total 9917:			1,118.00	.00		
QUILLINS LA CRESCENT						
12/24 STMT	FD - ANNUAL END OF YEAR TRAINING POTLUCK	12/31/2024	51.19	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1707:			51.19	.00		
RELIABLE PEST MANAGEMENT						
16524	GC - PEST CONTROL	12/03/2024	58.78	.00		
16549	MAINT - PEST CONTROL	11/25/2024	45.00	.00		
Total 9871:			103.78	.00		
SAM'S CLUB						
12/24 STMT	FD - BATTERIES	12/31/2024	209.88	209.88	01/03/2025	
12/24 STMT	CITY HALL - OFFICE SUPPLIES	12/31/2024	119.88	119.88	01/03/2025	
Total 1861:			329.76	329.76		
SCHNEIDER GEOSPATIAL, LLC						
1006258	B&Z - SOFTWARE ANNUAL FEE	01/01/2025	3,468.00	.00		
Total 9694:			3,468.00	.00		
SEMCAC						
INVOICE NO. 17	SCDP GRANT ADMIN EXPENSES	12/10/2024	1,389.00	1,389.00	12/31/2024	
INVOICE NO. 18	SCDP GRANT ADMIN EXPENSES	12/17/2024	3,420.00	3,420.00	12/31/2024	
Total 9559:			4,809.00	4,809.00		
SEMLM						
2025 DUES	2025 MEMBERSHIP DUES	01/02/2025	50.00	.00		
Total 8228:			50.00	.00		
SOUTHEAST LIBRARIES COOP						
053056	LIBRARY- ILS PACKAGE AND PC SUPPORT	01/02/2025	809.32	.00		
Total 1962:			809.32	.00		
THORSEN, JUSTIN						
REIMB	REIMB - POST LICENSE FEE	11/20/2024	127.69	.00		
Total 8775:			127.69	.00		
THORSON GRAPHICS LLC						
9792	MAINT - HATS	12/17/2024	723.00	.00		
Total 8998:			723.00	.00		
TRI-STATE BUSINESS MACHINES IN						
618098	MOTOR VEHICLE - COPY/PRINTER	12/31/2024	61.87	.00		
618098	PUB WORKS - COPY/PRINTER	12/31/2024	107.28	.00		
618098	B&Z - COPY/PRINTER	12/31/2024	64.32	.00		
618098	POLICE DEPT - COPY/PRINTER	12/31/2024	81.31	.00		
618098	SEWER - COPY/PRINTER	12/31/2024	42.78	.00		
618098	WATER - COPY/PRINTER	12/31/2024	42.78	.00		
618098	CLERK - COPY/PRINTER	12/31/2024	107.29	.00		
618098	FIRE DEPT - COPY/PRINTER	12/31/2024	9.46	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2024:			517.09	.00		
ULINE						
186936080	PARKS - DOG WASTE BAGS	12/16/2024	396.80	.00		
Total 9422:			396.80	.00		
UNITED STATES POSTMASTER						
12/24CYCLE1 PA	PAST DUE WATER/SEWER - SEWER	12/20/2024	39.20	39.20	12/20/2024	
12/24CYCLE1 PA	PAST DUE WATER/SEWER - WATER	12/20/2024	39.20	39.20	12/20/2024	
12/31/24 CYCLE	POSTAGE - WATER/SEWER BILL	01/02/2025	126.28	126.28	01/02/2025	
12/31/24 CYCLE	POSTAGE - WATER/SEWER BILL	01/02/2025	126.28	126.28	01/02/2025	
Total 2102:			330.96	330.96		
UNIVERSAL TRUCK EQUIPMENT INC						
64321	STREETS - GAUGE FOR PLOW TRUCK	12/13/2024	46.16	.00		
64326	STREETS - PLOW TRUCK REPAIR	12/13/2024	1,320.87	.00		
Total 2105:			1,367.03	.00		
VERIZON WIRELESS						
6102247118	FD - MOBILE	12/28/2024	180.09	.00		
Total 8973:			180.09	.00		
VISA						
12/24 STMT	AD - PUBLIC ORDINANCE 587	12/31/2024	10.30	.00		
12/24 STMT	PD - PORTABLE JUMP STARTER	12/31/2024	105.46	.00		
12/24 STMT	PD - CUSTOM CASTED CHALLENGE COINS	12/31/2024	663.00	.00		
12/24 STMT	FD - PPE	12/31/2024	15.85	.00		
12/24 STMT	LIBRARY - CANVA SUBSCRIPTION	12/31/2024	119.40	.00		
12/24 STMT	PD - INTERNET PEOPLE SEARCH	12/31/2024	75.00	.00		
12/24 STMT	PD - PORTABLE JUMP STARTER - RETURN	12/31/2024	100.46	.00		
12/24 STMT	PROJECT REVIEW MEETING LUNCH	12/31/2024	50.36	.00		
12/24 STMT	PD - MN CHIEF OF POLICE MEMBERSHIP DUES	12/31/2024	376.00	.00		
12/24 STMT	LEADERSHIP INSTITUTE - C. LANGEN	12/31/2024	350.00	.00		
12/24 STMT	PD - HATS	12/31/2024	180.00	.00		
12/24 STMT	AD - PUBLIC ORDINANCE 588	12/31/2024	11.10	.00		
12/24 STMT	PD - TRANSCRIPTION SERVICES	12/31/2024	6.00	.00		
12/24 STMT	TRAINING FEE M. GEGEN POLLINATOR PTNRSHIP	12/31/2024	150.00	.00		
12/24 STMT	LIBRARY - PROGRAM SUPPLIES	12/31/2024	471.47	.00		
12/24 STMT	AD - PUBLIC ORDINANCE 589	12/31/2024	10.03	.00		
Total 2208:			2,493.51	.00		
VISION DESIGN GROUP						
122440	WEBSITE - QUARTERLY HOSTING (JAN.-MARCH)	01/01/2025	180.00	.00		
Total 9254:			180.00	.00		
WALLER, HARRIS W.						
12/24 REIMB	REIMBURSE - MILEAGE 12/10 & 12/12	12/12/2024	10.72	.00		
Total 2331:			10.72	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WATER SYSTEMS CO.						
809243	LIBRARY - WATER DELIVERY	12/05/2024	38.00	.00		
809583	LIBRARY - COOLER RENTAL	11/30/2024	8.00	.00		
822764	LIBRARY - COOLER RENTAL	12/31/2024	8.00	.00		
Total 8605:			54.00	.00		
WHKS & CO.						
52937	REPRODUCTION	11/29/2024	2,047.45	.00		
52937	LEAD SERVICE INVENTORY ASSISTANCE	11/29/2024	1,105.00	.00		
52937	TH 14/16/61 ASSISTANCE	11/29/2024	255.00	.00		
52937	MONTHLY STAFF MEETINGS	11/29/2024	850.00	.00		
52937	CANNABIS MAPPING ASSISTANCE	11/29/2024	436.00	.00		
52938	2025 SAFE ROUTES TO SCHOOL	11/29/2024	4,478.33	.00		
52939	WALNUT STREET RECONSTRUCTION	11/29/2024	8,586.66	.00		
52970	FEASIBILITY STUDY OF CRESCENT HILLS SANITARY SE	11/29/2024	1,134.72	.00		
52971	TRAIL EX. TO MILLERS CORNER FEASIBILTY	11/29/2024	2,633.09	.00		
52973	SOUTH 6TH STREET	11/29/2024	196.80	.00		
52975	MAIN STREET FEASIBILITY	11/29/2024	499.70	.00		
52976	OAK STREET RECONSTRUCTION	11/29/2024	1,074.16	.00		
52984	PINE CREEK FINAL DESIGN & CONSTRUCTION	11/29/2024	6,879.29	.00		
Total 8290:			30,176.20	.00		
WIESER LAW OFFICE PC						
12/24 CITY	CLERK - LEGAL FEES	12/31/2024	589.48	.00		
12/24 CITY	SEWER DEPT - LEGAL FEES	12/31/2024	294.74	.00		
12/24 CITY	COUNCIL - LEGAL FEES	12/31/2024	589.48	.00		
12/24 CITY	WATER DEPT - LEGAL FEES	12/31/2024	294.73	.00		
12/24 CITY	BLDG/ZNG - LEGAL FEES	12/31/2024	589.48	.00		
12/24 POLICE	PD - LEGAL FEES	12/31/2024	4,151.22	.00		
Total 2361:			6,509.13	.00		
WOODY'S TREE SERVICE						
12/9/24	TREE REMOVAL ON SHORE ACRES CAUSED BY FLOOD	12/09/2024	1,000.00	.00		
Total 10170:			1,000.00	.00		
XCEL ENERGY						
11/24 STMT	CITY HALL GREEN SPACE - 322 S 1ST	11/30/2024	8.74	8.74	12/20/2024	
11/24 STMT	UNIT STREET LIGHTS - 33 S WALNUT	11/30/2024	68.96	68.96	12/20/2024	
11/24 STMT	SHORE ACRES - GRINDER PUMPS	11/30/2024	193.95	193.95	12/20/2024	
11/24 STMT	WELL HOUSE - 200 STONEY POINT RD	11/30/2024	493.34	493.34	12/20/2024	
11/24 STMT	WWTP - 222 HWY 16	11/30/2024	600.50	600.50	12/20/2024	
11/24 STMT	RESERVIOR - 1026 CRESCENT HILLS	11/30/2024	10.85	10.85	12/20/2024	
11/24 STMT	WELL #2 - 400 LARCH	11/30/2024	354.58	354.58	12/20/2024	
11/24 STMT	WELL #3 - 417 WALNUT PL	11/30/2024	1,356.09	1,356.09	12/20/2024	
11/24 STMT	LIFT STATION - 31 MCINTOSH RD E	11/30/2024	6.28	6.28	12/20/2024	
11/24 STMT	ICE ARENA - 520 S 14TH ST	11/30/2024	938.01	938.01	12/20/2024	
11/24 STMT	STREET LIGHTS - PO BOX 142	11/30/2024	6,675.54	6,675.54	12/20/2024	
11/24 STMT	SIGN LIGHT - 525 S CHESTNUT	11/30/2024	9.78	9.78	12/20/2024	
11/24 STMT	FLAG LIGHT - 226 MAIN ST	11/30/2024	20.32	20.32	12/20/2024	
11/24 STMT	FLAG LIGHT - 202 MAIN ST	11/30/2024	4.50	4.50	12/20/2024	
11/24 STMT	CITY HALL - 315 MAIN ST	11/30/2024	525.62	525.62	12/20/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1410:			11,267.06	11,267.06		
ZENKE INC						
7435	WATER MAIN BREAK - JUNIPER & WELSHIRE	12/11/2024	3,517.50	.00		
7441	GRINDER PUMP PIT REPLACEMENT DUE TO FLOOD - FE	12/17/2024	39,300.00	.00		
7455	WATER MAIN BREAK - N. 3RD & CHESTNUT	12/26/2024	1,982.50	.00		
7458	GRINDER PUMP REPLACED 756 SHORE ACRES - FEMA	12/26/2024	2,762.00	.00		
7459	GRINDER PUMP REPAIR	12/26/2024	1,200.00	.00		
7460	REPAIR CURB STOP - 628 SHORE ACRES	12/26/2024	1,122.00	.00		
7462	REPAIR CURB STOP - 110 SHORE ACRES	12/31/2024	562.50	.00		
Total 2412:			50,446.50	.00		
Grand Totals:			586,299.97	320,781.25		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

3.1

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

La Crescent



Apple Capital of Minnesota



City of La Crescent elected official Oath of Office

I, Mike Poellinger do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of the office of Mayor to the best of my ability.

On my honor, I will lead with integrity, uphold the public trust, and serve the citizens of La Crescent with dedication, fairness, and accountability. I will always act in the best interests of my community and ensure my decisions reflect our shared values and goals.

La Crescent Chief of Police

La Crescent City Administrator

La Crescent City Clerk

Mayor Poellinger

Date

3.2

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

La Crescent



Apple Capital of Minnesota



City of La Crescent elected official Oath of Office

I, Dale Williams do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of the office of City Council Member to the best of my ability.

On my honor, I will serve the residents of La Crescent with integrity, uphold the public trust, and ensure my actions reflect the community's needs and aspirations. I will always act with fairness, accountability, and a commitment to the public good.

La Crescent Chief of Police

La Crescent City Administrator

La Crescent City Clerk

Council Member Dale Williams

Date

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



Apple Capital of Minnesota



City of La Crescent elected official Oath of Office

I, Christopher Langen do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of the office of City Council Member to the best of my ability.

On my honor, I will serve the residents of La Crescent with integrity, uphold the public trust, and ensure my actions reflect the community's needs and aspirations. I will always act with fairness, accountability, and a commitment to the public good.

La Crescent Chief of Police

La Crescent City Administrator

La Crescent City Clerk

Council Member Christopher Langen

Date

#3.3



TO: Honorable Mayor and Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: January 9, 2025
RE: Annual Appointments

The following appointments are due for the year 2025 and will require a separate motion for each appointment:

1. Acting Mayor. - **MOTION**
2. On the recommendation of Finance Director Kara Tarrence, the following are the recommended official depositories: **RESOLUTION - Copy Attached.**

All Banking Function: Merchants Bank - La Crescent
Alerus - La Crescent
Northland Securities, Inc.
4 M Fund (Sponsored by League of Minnesota Cities)
ICD Securities, Inc.
Multi-Bank Securities, Inc.
Eitzen State Bank - La Crescent

3. Official Newspaper: Houston County News - **MOTION**
4. Assistant Weed Inspector - Shawn Wetterlin - **MOTION**
5. Responsible authority to administer the requirements for collection, storage and use and dissemination of data on individuals within the City. Angie Boettcher was appointed to this position in 2022 and I would recommend that she continue in this capacity. **RESOLUTION - Copy Attached.**

RESOLUTION NO. 01-25-01

**A RESOLUTION DESIGNATING, AS A DEPOSITORY OF THE CITY OF
LA CRESCENT FUNDS, ONE OR MORE FINANCIAL INSTITUTIONS**

WHEREAS, Minn. Stat. § 118A.02, subd. 1 and Minn. Stat. §§ 427.01-.12, require that the City of La Crescent designate, as a depository of its funds, one or more financial institutions within 30 days of the start of the City's fiscal year.

BE IT RESOLVED, that the City Council of the City of La Crescent designates the following financial institutions as official depositories for the City of La Crescent for all City banking functions and investments:

Merchants Bank - La Crescent
Alerus - La Crescent
Northland Securities, Inc.
4M Fund (sponsored by the League of Minnesota Cities)
ICD Securities, Inc.
Multi-Bank Securities, Inc.
Eitzen State Bank – La Crescent

ADOPTED this 13th day of January, 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 01-25-02

**A RESOLUTION APPOINTING A RESPONSIBLE AUTHORITY AND
ASSIGNING DUTIES, STATE OF MINNESOTA**

WHEREAS, Minnesota Statutes, Section 13.02 Subdivision 16, as amended, requires that the City of La Crescent appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals, within the City, and

WHEREAS, the City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statutes,

BE IT RESOLVED, that the City Council of La Crescent appoints Angie Boettcher as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, Chapter 13, as amended, and with rules as lawfully promulgated by the Commissioner of Administration.

FURTHER BE IT RESOLVED, the Responsible Authority shall require the requesting party to pay the actual costs of making, certifying, and compiling copies and of preparing summary data.

ADOPTED this 13th day of January, 2025.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.4

CITY OF LA CRESCENT
STANDING COMMISSIONS
2025

PLANNING COMMISSION

1. Judy Enright – 2026
2. Greg Husmann – 2025
3. Dave Hanifl – 2025
4. Mike Welch – 2027*
5. Gina Schneider – 2026^
6. Donny Hogan – 2027*
7. Jerry Steffes – 2027*

PARK AND RECREATION COMMISSION

1. Jon Steffes – 2025
2. Paul McLellan – 2025
3. Patricia Martell – 2025
4. Marge Loch-Wouters – 2026
5. Sarah Wetterlin – 2026
6. Diana Adamski – 2027*
7. Maseray Bangura -2027*

GOLF COMMISSION

1. Gary Hill – 2025
2. Tom Jones – 2027*
3. Larry Ernst – 2025
4. Bill Dockendorff – 2026
5. Scott Yeiter – 2026

LIBRARY BOARD

1. Teresa O'Donnell-Ebner – 2025*
2. Jess Denny – 2026
3. Kelsey Bolton – 2025
4. Susan Amble – 2027*
5. Sara Docan-Morgan – 2025
6. Kristi Moulton – 2026
7. Erica Myhre – 2027*

GREENSTEP COMMITTEE

1. Jim Nissen – 2025
2. Jason Ludwigson -2025
3. Michael Alfieri – 2025
4. Bob Spencer -2025
5. Jeremy Wise – 2025

ECONOMIC DEVELOPMENT COMMISSION

1. Honor DiDonato - 2025
2. Sarah DeLacy – 2026
3. Mike Welch – 2027*
4. Troy Nolop – 2026
5. Lori Kadlec – 2027*
6. Al Voss – 2025
7. Brett Kemmer – 2027*

NATURAL RESOURCE ADVISORY GROUP

1. Jim Nissen – 2025
2. Ruth Nissen – 2025
3. Betsy Knowles – 2025
4. Randy Urich – 2025
5. Marge Loch-Wouters – 2025
6. Cindy Wright - 2025

BICYCLE/PEDESTRIAN COMMITTEE

1. Jason Ludwigson - 2025
2. Linda Larson - 2025
3. Maseray Bangura – 2025
4. Kristen Willow Arden – 2025
5. Tim Peterson – 2025
6. Nathan Delarwelle – 2025
7. Ben Wilde - 2025

HEART SAFE COMMITTEE

1. Cheri Olson - 2025
2. Mary Sue Bush - 2025
3. Angie Boettcher – 2025
4. Linsie Hempleman – 2025
5. Lauren Dodson – 2025
6. Tom Carpenter – 2025
7. Larry Kirch – 2025
8. Sean Dwyer – 2025
9. Eileen Krenz – 2025
10. David Krenz – 2025
11. Darin Daveau – 2025
12. Cassie Buehler – 2025

Indicates Reappointed*

Indicates New Appointment^

#3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: January 9, 2025
RE: City Council Commission Appointments

At the direction of the Mayor, the proposed Commission assignments for 2025 are as follows:

Planning Commission – Chris Langen
Emergency Services Commission – Mike Poellinger
Library Board – Teresa O’Donnell Ebner
Golf Commission – Chris Langen
Park and Recreation Commission – Teresa O’Donnell Ebner
Personnel Committee – Mike Poellinger and Dale Williams
Fire Cooperative – Mike Poellinger and Cherryl Jostad
Economic Development Commission – Cherryl Jostad
Fire Department Relief Association – Dale Williams
Explore La Crosse – Cherryl Jostad
GreenStep Committee – Chris Langen
Heart Safe Committee –

For 2025, the Heart Safe Committee has been added to the list of standing committees/commissions. We are suggesting that the City Council consider appointing a City Council representative to attend the Heart Safe Committee meetings.

This will be reviewed and discussed, and assignments can be adjusted at the meeting.

#3.6



To: Honorable Mayor and City Council
From: Kara Tarrence, Finance Director
Re: 2025 Mileage Rates

KT

The Office of the State Auditor recommends that local government entities review expense reimbursement limits and mileage rates at the first meeting of the year. This is informational only.

The IRS has increased the standard mileage rate for business use in 2025 to \$0.70/per mile. Please see the attached IRS notice.



IRS increases the standard mileage rate for business use in 2025; key rate increases 3 cents to 70 cents per mile

IR-2024-312, Dec. 19, 2024

WASHINGTON — The Internal Revenue Service today announced that the optional [standard mileage rate](#) for automobiles driven for business will increase by 3 cents in 2025, while the mileage rates for vehicles used for other purposes will remain unchanged from 2024.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable and medical purposes, as well as for [active-duty members of the Armed Forces who are moving](#).

Beginning Jan. 1, 2025, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- **70 cents per mile driven for business use, up 3 cents from 2024.**
- 21 cents per mile driven for medical purposes, the same as in 2024.
- 21 cents per mile driven for moving purposes for qualified active-duty members of the Armed Forces, unchanged from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2024.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.

While the mileage rate for charitable use is set by statute, the mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes, meanwhile, is based on only the variable costs from the annual study.

Under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. And only taxpayers who are members of the military on active duty may claim a deduction for moving expenses incurred while relocating under orders to a permanent change of station.

Use of the standard mileage rates is optional. Taxpayers may instead choose to calculate the actual costs of using their vehicle.

#3.7

MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Jason Ludwigson, Sustainability Coordinator
DATE: January 9th, 2025
SUBJECT: MnDOT CRP Funds Agency Agreement and Resolution

Attached for your review is the agency agreement from the MnDOT for federal participation in SP236-080-005. This agreement enables the city to receive reimbursement for up to 80% of the lease costs for the Equinox EV. Included is a resolution allowing MnDOT to act as the City of La Crescent's agent for federal funds. The sustainability coordinator and city attorney will be in attendance to answer any questions.



**STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN PROJECT**

State Project Number: 236-080-005 _____
FAIN Number: CRP 2825(174) _____

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

RECITALS

1. MnDOT Contract Number dcp(1052044) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and
3. The Local Government is proposing a federal aid project to lease an electric vehicle hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 236-080-005, and in Federal Highway Administration ("FHWA") records as Minnesota Project CRP 2825(174); and
5. The Assistance Listing Number (ALN) for this project is 20.205 and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement**
 - 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Local Government's Duties**
 - 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052044), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
3. **MnDOT's Duties**
 - 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052044), which is

incorporated herein by reference.

4. Time

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

5. Payment

- 5.1. The estimated cost of the Project is \$22,000.00.
 - 5.1.1. It is anticipated that 80% (up to \$16,000.00 capped) of the cost of the Project is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 5.1.2. Costs incurred as of the federal authorization date of 12/27/2024 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 5.1.3. Eligible cost and expense, if approved, may consist of the cost of leasing electric vehicles
 - 5.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
 - 5.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.
 - 5.1.6. For costs expected to exceed \$22,000.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.
- 5.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 5.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 5.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A detailed breakdown of costs with supporting invoices and documentation.
 - (b) The invoices will include 100% of eligible charges applicable to the Project so that the prorata share of federal and Local Government participation can be applied to the total costs.
- 5.3. **Reimbursement.** Reimbursement of costs under this Agreement will be based on actual costs, but limited

to eligible items.

- 5.3.1. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
 - 5.3.4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: christopher.nobach@state.mn.us

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

6.2. The Local Government's Authorized Representative is:

Name: Tyler Benish _____, or their successor.

Title: Public Works Director _____

Phone: 507-895-2037 _____

Email: tbenish@cityoflacrescent-mn.gov _____

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

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- 7.2. **Amendments.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision

or MnDOT's right to subsequently enforce it.

- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government

Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination; Suspension**
 - 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 13.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 13.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17. Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies. Local Government will require the application of Buy America in all contracts eligible for federal assistance under Title 23 of the United States Code ("Title 23") and within the scope of a finding, determination, or decision under the National Environmental Policy Act ("NEPA"), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with federal funding provided under Title 23. The Project is applicable for the limited waiver of Buy America Requirements for De Minimis Costs & Small Grants that was signed 8/16/2023 (Docket #DOT-OST-2022-0124).
- 18. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

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

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

18.3. Federal Funding Accountability and Transparency Act (FFATA).

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

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

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

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

18.3.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18.3.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

18.3.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

18.3.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be

obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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

City of La Crescent

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION NO. 01-25-03

**A RESOLUTION ALLOWING MnDOT TO ACT AS THE
CITY OF LA CRESCENT'S AGENT TO RECEIVE AND DISBURSE
TRANSPORTATION RELATED FEDERAL FUNDS**

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

BE IT FURTHER RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1058702," a copy of which said agreement was before the City Council and which is made a part hereof by reference.

ADOPTED this 13th Day of January 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

3.8

MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Jason Ludwigson, Sustainability Coordinator
DATE: January 8th, 2025
SUBJECT: 2025 Carbon Reduction Program Funds and Resolution SP236-080-005

Attached for review is the lease agreement between NCL Government Capital and the City of La Crescent for the lease of the Chevy Equinox EV. The vehicle will be used by the city as a fleet vehicle. It will replace the 2024 Honda Accord. Per previous communications the City of La Crescent has been awarded \$16,000 in Carbon Reduction Funds through the La Crosse Municipal Planning Organization and MnDOT for SP236-080-005. The funds will be provided to the city for 4 years (2025-2028). The CRP funds require a 20% match. The local match has been built into future general fund budgets. The city sustainability coordinator and city attorney will be in attendance to answer any questions. We recommend adoption of the lease agreement and lessee resolution by the council.

*Please note all signatures must be completed in pen.



City of La Crescent
315 Main Street
La Crescent, MN 55947

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- Tax-Exempt Master Lease/Purchase Agreement
 - Equipment Schedule
 - Amortization Schedule
 - Acceptance of Obligation
 - Payment Request and Equipment Acceptance Form
 - Signature Card
 - Lessee Acknowledgement
 - Certification of Authority
 - Lessee Resolution
 - Bank Qualification Addendum
 - Lease Payment Instructions
 - Request for Certificate of Insurance
 - 8038-GC
- Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Gannon Lueck

Enclosures

Tax-Exempt Master Lease/Purchase Agreement #16853, dated as of 01/08/2025.

Accepted by Lessor: Lease Servicing Center, Inc.
dba NCL Government Capital
510 22nd Avenue E, Ste 501
Alexandria, MN 56308

Agreed to by Lessee: City of La Crescent
315 Main Street
La Crescent, MN 55947

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNATURE: _____
Signature of Bill Waller
NAME: Bill Waller
TITLE: City Administrator
DATE: _____

AGREEMENT: This Master Lease/Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable schedule. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Equipment described in Equipment Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Equipment Schedule. This Tax-Exempt Master Lease / Purchase Agreement together with the Equipment Schedule shall be defined as the Agreement. In the event of conflict between the terms of the Lease and any other agreement, including but not limited to Invitations for Bid or Purchase Orders, the terms of the Lease shall control.

LEASE TERM: The Lease Term of the Equipment listed in the Equipment Schedule shall commence upon the date of acceptance of the Equipment by Lessee and continue for the time period set forth in the Equipment Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. The Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Equipment in the amounts, and on the dates specified, in the Equipment Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE EQUIPMENT SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF EQUIPMENT: All risk of loss to the Equipment shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and Equipment damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Equipment, sufficient to protect the full replacement value of the Equipment and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTERESTS: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Equipment, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes the Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Equipment throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Equipment, then, at the end of the Lease Term with respect to any item of Equipment, Lessor's interest in such Equipment shall terminate. Unless otherwise required by law, title to the Equipment shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Equipment will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the

federal government or for any personal, family or household use. Lessee's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Equipment by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Equipment, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Equipment (d) the acquisition, delivery, and acceptance of the Equipment, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Equipment by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Equipment to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Equipment, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claim, defenses, or setoffs that you may have against us. You agree that if we sell, assign, transfer this agreement, the new Lessor will have the same rights and benefits that we now have and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or set offs that you may have against us.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Equipment, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the Equipment, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement law as by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Equipment; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Equipment wherever found and for this purpose enter upon Lessee's premises where any item of Equipment is located and remove such item of Equipment free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Equipment; provided, however, that any proceeds from the disposition of the Equipment in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Equipment Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Equipment Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Equipment and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Equipment Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts; each shall be an original with all being the same instrument.


SIGNER'S INTIALS (REQUIRED)

Establishment of Vendor Payable Account: On the date that the Lessor executed this Agreement, which is on or after the date that the Lessee executes this Agreement, Lessor agrees to (i) make available to Lessee an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Lessee's account, with a financial institution that Lessor selects that is acceptable to Lessee (including Lessor or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Municipal Schedule 001 in the Vendor Payable Account. Lessee hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in the Acceptance of Obligation attached hereto. Upon Lessee's delivery to Lessor of a Payment Request and Equipment Acceptance Form in the form set forth in the Payment Request and Equipment Acceptance Form attached hereto, Lessee authorizes Lessor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Lessee. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Lessee. The authorized individual(s) designated by the Lessee must sign the Signature Card which will be kept in the possession of the Lessor.

Down Payment: Prior to the disbursement of any funds from the Vendor Payable Account, the Lessee must either (1) deposit all the down payment funds that the Lessee has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Lessee must provide written verification to the satisfaction of the Lessor that all the down payment funds Lessee has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Lessee are the down payment funds that were represented to the Lessor at the time this transaction was submitted for credit approval by the Lessee to the Lessor.

Disbursement upon Non-Appropriation or Default: If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Lessor and Lessee will have no interest therein.

Surplus Amount: Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

 SIGNER'S INTITALS (REQUIRED)

Equipment Schedule to Tax-Exempt Master Lease/Purchase Agreement #16853 Schedule #001

This Equipment Schedule is entered into pursuant to Tax-Exempt Master Lease/Purchase Agreement dated as of 01/08/2025 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Master Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Equipment Description. The Equipment subject to this Equipment Schedule is described as follows:

Quantity	Model No.	Description	Serial / VIN Numbers
(1)		2024 Chevrolet Equinox EV 4DR LT	VIN: 3GN7DLRR3RS292522

*Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

3. Equipment Location: 315 Main Street, La Crescent, MN 55947
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the _____ day of each month in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto.

Payment No.	Payment Amount	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
48	\$1,229.75	See Amortization Schedule		

5. Expiration. Lessor, at its sole determination, may choose not to accept this Equipment Schedule if the fully executed, original Agreement (including this Equipment Schedule and all ancillary documents) are not received by Lessor at its place of business by 03/08/2025.
6. Equipment Cost. The total acquisition cost of the Equipment is \$49,655.74

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Schedule to be executed in their names by their duly authorized representatives.

LESSOR: Lease Servicing Center, Inc. dba NCL Government Capital

SIGNATURE: _____

NAME: _____

TITLE: _____

LESSEE: City of La Crescent

SIGNATURE: 
Signature of Bill Waller

NAME: Bill Waller

TITLE: City Administrator

Amortization Schedule

Amortization Schedule to Tax-Exempt Lease/Purchase Agreement #16853 Schedule #001

Equipment Cost: \$49,655.74

Payment Number	Due Date	Payment Amount	Interest Portion	Principal Portion	Purchase Price
1	2/15/2025	\$1,229.75	\$385.18	\$844.57	N/A
2	3/15/2025	\$1,229.75	\$354.80	\$874.95	N/A
3	4/15/2025	\$1,229.75	\$348.44	\$881.31	N/A
4	5/15/2025	\$1,229.75	\$342.03	\$887.72	N/A
5	6/15/2025	\$1,229.75	\$335.58	\$894.17	N/A
6	7/15/2025	\$1,229.75	\$329.08	\$900.67	N/A
7	8/15/2025	\$1,229.75	\$322.53	\$907.22	N/A
8	9/15/2025	\$1,229.75	\$315.94	\$913.81	N/A
9	10/15/2025	\$1,229.75	\$309.30	\$920.45	N/A
10	11/15/2025	\$1,229.75	\$302.61	\$927.14	N/A
11	12/15/2025	\$1,229.75	\$295.87	\$933.88	N/A
12	1/15/2026	\$1,229.75	\$289.08	\$940.67	N/A
13	2/15/2026	\$1,229.75	\$282.24	\$947.51	\$40,003.04
14	3/15/2026	\$1,229.75	\$275.35	\$954.40	\$38,995.20
15	4/15/2026	\$1,229.75	\$268.42	\$961.33	\$37,980.03
16	5/15/2026	\$1,229.75	\$261.43	\$968.32	\$36,957.49
17	6/15/2026	\$1,229.75	\$254.39	\$975.36	\$35,927.51
18	7/15/2026	\$1,229.75	\$247.30	\$982.45	\$34,890.04
19	8/15/2026	\$1,229.75	\$240.16	\$989.59	\$33,845.03
20	9/15/2026	\$1,229.75	\$232.97	\$996.78	\$32,792.43
21	10/15/2026	\$1,229.75	\$225.72	\$1,004.03	\$31,732.18
22	11/15/2026	\$1,229.75	\$218.42	\$1,011.33	\$30,664.21
23	12/15/2026	\$1,229.75	\$211.07	\$1,018.68	\$29,588.49
24	1/15/2027	\$1,229.75	\$203.67	\$1,026.08	\$28,504.95
25	2/15/2027	\$1,229.75	\$196.21	\$1,033.54	\$27,413.53
26	3/15/2027	\$1,229.75	\$188.70	\$1,041.05	\$26,314.18
27	4/15/2027	\$1,229.75	\$181.13	\$1,048.62	\$25,206.84
28	5/15/2027	\$1,229.75	\$173.51	\$1,056.24	\$24,091.45
29	6/15/2027	\$1,229.75	\$165.83	\$1,063.92	\$22,967.95
30	7/15/2027	\$1,229.75	\$158.10	\$1,071.65	\$21,836.28
31	8/15/2027	\$1,229.75	\$150.31	\$1,079.44	\$20,696.40
32	9/15/2027	\$1,229.75	\$142.46	\$1,087.29	\$19,548.22
33	10/15/2027	\$1,229.75	\$134.56	\$1,095.19	\$18,391.70
34	11/15/2027	\$1,229.75	\$126.60	\$1,103.15	\$17,226.77
35	12/15/2027	\$1,229.75	\$118.58	\$1,111.17	\$16,053.38
36	1/15/2028	\$1,229.75	\$110.50	\$1,119.25	\$14,871.45
37	2/15/2028	\$1,229.75	\$102.37	\$1,127.38	\$13,680.93
38	3/15/2028	\$1,229.75	\$94.17	\$1,135.58	\$12,481.76
39	4/15/2028	\$1,229.75	\$85.92	\$1,143.83	\$11,273.88

40	5/15/2028	\$1,229.75	\$77.60	\$1,152.15	\$10,057.21
41	6/15/2028	\$1,229.75	\$69.23	\$1,160.52	\$8,831.70
42	7/15/2028	\$1,229.75	\$60.79	\$1,168.96	\$7,597.28
43	8/15/2028	\$1,229.75	\$52.29	\$1,177.46	\$6,353.88
44	9/15/2028	\$1,229.75	\$43.74	\$1,186.01	\$5,101.45
45	10/15/2028	\$1,229.75	\$35.12	\$1,194.63	\$3,839.92
46	11/15/2028	\$1,229.75	\$26.43	\$1,203.32	\$2,569.22
47	12/15/2028	\$1,229.75	\$17.68	\$1,212.07	\$1,289.27
48	1/15/2029	\$1,229.75	\$8.85	\$1,220.90	\$0.00

Signature: 

Signature of Bill Waller

Title: City Administrator

ACCEPTANCE OF OBLIGATION

TO COMMENCE CONTRACT PAYMENTS UNDER TAX-EXEMPT MASTER LEASE/PURCHASE AGREEMENT #16853 SCHEDULE 001

RE: Tax-Exempt Master Lease/Purchase Agreement #16853, between Lease Servicing Center, Inc. (dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).


I, undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Acceptance of Obligation to commence Agreement Payments with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Schedule 001 has not been delivered, installed or available for use as of the Commencement date of this Agreement.
2. Lessee acknowledges that Lessor has agreed to deposit in to a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Schedule 001.
3. Lessee agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Lessee on the date of execution of the Agreement, Lessee hereby warrants that:

- A. Lessee's obligation to commence Agreement Payments as set forth in Schedule 001 is absolute and unconditional as of the Commencement Date and on each date set forth in Schedule 001 thereafter, subject to the terms and conditions of the Agreement;
- B. Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Payment Request and Equipment Acceptance Form" in the form set forth attached to this Agreement;
- C. In the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Agreement occurs, then those amounts shall be applied as provided in the Tax-Exempt Master Lease/Purchase Agreement #16853.
- D. Regardless of whether Lessee delivers a final Payment Request and Equipment Acceptance Form, all Agreement Payments paid prior to delivery of all the Equipment shall be credited to Agreement Payments as they become due under the Agreement as set forth in Schedule 001.

City of La Crescent


Signature of Bill Waller

Bill Waller – City Administrator
Printed Name and Title

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Tax-Exempt Master Lease/Purchase Agreement #16853, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

In accordance with the Tax-Exempt Master Lease/Purchase Agreement #16853, by executing this Payment Request and Equipment Acceptance Form, the Lessee hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Lessee hereby represents and warrants for all proposes that:

- 1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Agreement between Lessee and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) Copy of the Agreement between Lessee and vendor (if requested by the Lessor), (3) Insurance Certificate (if applicable), (4) Front and Back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba NCL Government Capital and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form an attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under this Agreement, including, without limitation, the obligation of Lessee to make the Agreement Payments with respect thereto in a proportional amount of the total Agreement Payment.
4. No amount listed in this form was included in any such form previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the date of execution and delivery of the Agreement.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Lessee's specifications and accepted for all purposes.
7. That Lessor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Agreement in full force and effect. Furthermore, Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
8. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Agreement Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Agreement Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: tgoetsch@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

City of La Crescent

Signature of Bill Waller

Bill Waller - City Administrator
Printed Name and Title

SIGNATURE CARD

RE: Tax-Exempt Master Lease/Purchase Agreement #16853, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of La Crescent.

City of La Crescent

Signature of Bill Waller

Bill Waller – City Administrator

Printed Name and Title

Signature of additional authorized individual (optional) of Lessee

Signature

Printed Name and Title

LESSEE ACKNOWLEDGEMENT

RE: Tax-Exempt Master Lease/Purchase Agreement #16853, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

Lessee hereby acknowledges that it has ordered or caused to be ordered the equipment that is in the subject of the above-mentioned Agreement.

Please complete the below information, attach another page if necessary

Vendor Name: Dahl Chevrolet Buick GMC

Equipment: 2024 Chevrolet Equinox EV 4DR LT

Cost of Equipment: \$49,655.74

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Lessee will immediately notify Lessor if any of the information listed above has changed.

CERTIFICATION OF AUTHORITY TO SIGN GOVERNMENTAL LEASE

Re: Tax-Exempt Master Lease/Purchase Agreement #16853 dated 01/08/2025
Between Lease Servicing Center, Inc. dba NCL Government Capital , Lessor
And City of La Crescent , Lessee
For Lease #16853 and all Schedules (The LEASE)

The undersigned hereby certifies that he/she has signed the LEASE; that he/she had, and continues to have, full power and authority to do so, and that he/she has followed all required administrative procedures and has complied with all legal or other provisions necessary to ensure that the LEASE is a legal and binding obligation of the LESSEE.

Date of this certification:

[Redacted]

Lease Signatory: **Signature**

X
Signature of Bill Waller

Name

Bill Waller

Title

City Administrator

Attesting Official: **Signature**

X
Signature of Authorized Attesting Official

Name

[Redacted]

Title

[Redacted]

LESSEE RESOLUTION

No. 01-25-04

Re: Tax-Exempt Master Lease/Purchase Agreement # 16853, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee) and Schedule #001 thereto.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on [redacted], 20 [redacted] the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Schedule #001 to the Tax-Exempt Master Lease/Purchase Agreement #16853, between City of La Crescent (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
- Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Vendor Payable Account, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of La Crescent is authorized to enter into the lease financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their (1) 2024 Chevrolet Equinox EV 4DR LT from Dahl Chevrolet Buick GMC in the amount of \$49,655.74 with 48 monthly payments of \$1,229.75.

Authorized Individual(s): Bill Waller – City Administrator
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: [redacted]
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: [redacted] Title: [redacted]
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: [redacted]
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: [redacted] Title: [redacted]
(Print name of individual who signed directly above) (Title of individual who signed directly above)

#3.9



TO: Honorable Mayor and City Council Members

FROM: Chris Fortsch, Administrative Assistant *Chris*

DATE: December 30, 2024

RE: 2025 License Renewals

The City has received the following 2025 license renewal applications since the last city council meeting:

2025 LICENSES RENEWALS	\$45.00	\$150.00	\$50.00	REC'D/
	GAS	MASSAGE	MASSAGE	DATE
BUSINESS	INSTALLERS	BUSINESS	TECHNICIAN	PAID
Bostrack Heating & Air Conditioning	x			12.18.24
Heaven's Hands		x	x	12.23.24
Vogel, Jennifer			x	12.23.24
Winona Heating & Ventilating Co	x			12.16.24

The applications appear to be in order, and I would suggest that the City Council approve the license renewal applications for 2025.

#3.10



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



December 26, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: 4th Annual La Crescent Lions "Frozen Apple" Candlelight Trail Hike

Saturday, February 15, 2025

5:30 PM – 8:00 PM (approximate times)

The La Crescent Lions Club would like to continue their tradition of hosting candlelight hikes for our community. The club would like to host their 4th Annual Frozen Apple Candlelight Trail Hike at Veterans Park and utilizing the Eagle Bluff Access Trail(s).

Requested city services are as follows:

1. Reserve Vets Park and the Eagle Bluff Access rail for Saturday, February 15, 2025.
2. Permission to utilize a UTV on the trail to assist with event setup and take down.
3. City Police Department officers and reserve unit. Assist with traffic control, parking management and barricades at the upper parking lot at Vets Park.
4. City Public Works – Refrain from plowing the Eagle Buff Access rail for a least a month before the event. Assist with three garbage cans and 3-4 five-gallon pails of sand.

The club appreciates the help and assistance of city staff, city public works and the city police department in bringing these kinds of events to the community.

I do not anticipate any public safety concerns and any potential disruption to traffic, bicycle or pedestrian traffic would be minimal.

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

See attached memo from the La Crescent Lion Club.

Respectfully,

Luke Ahlschlager

Chief of Police

**Proposal for the La Crescent Lions Annual "Frozen Apple" Candlelight Trail Hike
Saturday, February 15, 2025**

December 23, 2024

To: Chief Luke Ahlschlager, City Administrator Bill Waller & Public Works Director Tyler Benish

The La Crescent Lions Club would like to hold our Annual "Frozen Apple" Candlelight Trail Hike on Saturday, February 15, 2025. We request the following assistance from the City:

1. Reserve Veterans Park and the Eagle Bluff Access Trail for Saturday, February 15, 2025.
2. Permission to run a UTV on the trail, if needed, to assist with event setup including placement of luminaria, and a firepit on the trail.

3. City Police Department:

- a. Two (2) Police Reserve officers – to assist in directing traffic and manage parking at Veterans Park from 5pm to approximately 8pm.
- b. A couple street barricades at the Upper Parking Lot at Veterans Park.

4. City Public Works Crew:

- a. **Please don't plow the Eagle Bluff Access Trail for at least a month before the Hike.**
When the bobcat is used to clear snow off the trail, it can scrape the surface so smooth that ice forms and makes the trail hazardous. We will use snowshoes in the weeks before the hike to create a walking path. It would be helpful if the crew could clear the blacktop walking path in Veteran Park that leads to the trailhead.
- b. On Friday, February 14th please place the following items next to Veterans ball field dugout:
 - i. **3 garbage cans**
 - ii. **3-4 five-gallon pails of sand** (we will use on icy spots if needed)

DESCRIPTION & BACKGROUND:

Similar to prior years, we will light the Eagle Bluff Access Trail with luminaria starting at the northwest corner of the Veterans Park parking lot. Hike entrance points will only be at Veterans Park trailhead and the Park Street area.

The distance out and back for the lighted trail will be less than a mile. We will set up two warming stations (#1 at the trailhead, #2 at the turn-around point). Lions volunteers will monitor the trail and warming stations throughout the event.

Setup will occur Saturday afternoon. The hike itself will run from sunset at approximately 5:30pm to approximately 8pm. There will be no admission charged, but donations will be accepted. The event will be postponed/canceled if conditions are dangerously cold or icy with notice posted on Facebook.

We will promote the event to encourage local families to attend, as well as inviting hiking enthusiasts from outside La Crescent. The Lions will be checking in with the businesses near the park, including the La Crescent Area Event Center, to make them aware of our plans.

If you have any questions, we would be happy to discuss our plans further. We appreciate your help in bringing this event to our community. (Cross your fingers that we have enough snow this year!) Thank you for your consideration.

La Crescent Lions Club

Project Chairs: Teresa O'Donnell-Ebner and Patti Martell

#3.11



TO: Honorable Mayor and City Council Members

FROM: Chris Fortsch, Administrative Assistant *CF*

DATE: December 30, 2024

RE: Gambling Permit Application

The City has received the following gambling permit application:

1. Onalaska Foundation for Educational Excellence, Inc. – raffle date is January 18, 2025.

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

#3.12



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: January 9, 2025
RE: Personnel Committee Recommendation

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

1. On January 23, 2025, Angie Boettcher will have completed her first year as the City Clerk. Effective January 23, 2025, that Ms. Boettcher be moved from step 2 to step 3 in the City Clerk's salary schedule. Ms. Boettcher continues to perform the duties of the City Clerk in a positive and proficient manner for the City.

#3.13

RESOLUTION NO. 01-25-05

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

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

1. Paul & Judy Ulland wish to donate \$2,000.00 to the La Crescent Fire Department in honor of Terry Meyer and in memory of Greg Schild.
2. Crucifixion Church & Cemetery Association wishes to donate \$200.00 to the La Crescent Fire Department.
3. Mary Liebsch wishes to donate \$100.00 to the La Crescent Fire Department.
4. Jason & Rita Erdman wish to donate \$100.00 to the La Crescent Fire Department.
5. Charles & Judith West wish to donate \$100.00 to the La Crescent Fire Department.

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

ADOPTED this 13th Day of January 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 01-25-06

**RESOLUTION ACCEPTING A DONATION MADE TO THE
CITY OF LA CRESCENT IN JANUARY 2025**

WHEREAS, the following donation was made to the City of La Crescent in the month of January 2025:

1. Eunice Dahlen wishes to donate \$48,000.00 to the Pine Creek Golf Course for improvements.

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

ADOPTED this 13th Day of January 2025.

SIGNED:

Mayor

ATTEST:

City Clerk