

**AGENDA** 

REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
FEBRUARY 12, 2024
5:00 P.M.

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

#### 1. CONSENT AGENDA

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

- 1.1 MINUTES JANUARY 22, 2024
- 1.2 MINUTES JANUARY 29, 2024
- 1.3 BILLS PAYABLE THROUGH FEBRUARY 9, 2024

1.4

### 2. PUBLIC HEARING

# 3. ITEMS FOR CONSIDERATION

- 3.1 POLICE OFFICER OATH OF HONOR KALEB PETERSON
- 3.2 HEART SAFE CITY DESIGNATION
- 3.3 HORSE TRACK MEADOWS NORTH PURCHASE AGREEMENT & RESOLUTION
- 3.4 PURCHASE AGREEMENT CITY LOT ON GRANDVIEW CT.
- 3.5 AUTHORIZE INITIAL CUSTOMER MEETING WITH USDA CITY HALL/LIBRARY/POLICE DEPARTMENT PLANNING PROCESS
- 3.6 PERSONNEL COMMITTEE RECOMMENDATION
- 3.7 AUTHORIZE EXPENDITURES VARIOUS PROJECTS
- 3.8 AUTHORIZE EXPENDITURE OF PUBLIC SAFETY FUNDS
- 3.9 ARBOR DAY PROCLAMATION
- 3.10 ELECTION JUDGE RESOLUTION
- 3.11 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC PARTICIPATION PLAN CALL FOR PUBLIC HEARING



#### **AGENDA**

### REGULAR MEETING LA CRESCENT COMMUNITY BUILDING 336 SOUTH FIRST STREET FEBRUARY 12, 2024

5:00 P.M.

# 4. UNFINISHED BUSINESS

4.1

### 5. MAYOR'S COMMENTS

5.1

# 6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 XCEL SMART THERMOSTAT PROGRAM
- 6.2 FIRE COOPERATIVE MEETING MINUTES 2/5/2024

6.3

## 7. CORRESPONDENCE

7.1

7.2

7.3

# 8. CHAMBER OF COMMERCE

8.1

# 9 ITEMS FOR NEXT AGENDA

# 10. ADJOURNMENT

#1.

### MINUTES, REGULAR MEETING CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA JANUARY 22, 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 January was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, January 22, 2024.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: Ryan Hutchinson. Also present were City Attorney Skip Wieser, City Administrator Bill Waller, City Engineer Tim Hruska, Sustainability Coordinator Jason Ludwigson, and Deputy Clerk Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented.

#### 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 JANUARY 8, 2024
- 1.2 BILLS PAYABLE THROUGH JANUARY 18, 2024

1.3

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

Member 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 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 3.1 – HORSE TRACK MEADOWS NORTH – REQUEST FOR PROPOSALS

City Administrator Bill Waller reviewed with City Council for consideration four (4) proposals that the City received regarding the sale of the Horse Track Meadows North property from the following:

- 1. Habitat for Humanity of the Greater La Crosse Region, Inc. \$30,000
- 2. Berkshire Hathaway Home Services \$300,000
- 3. Bluff Country LLC, Mike Sexauer \$450,000
- 4. Wieser Brothers General Contractor, Inc \$450,690

It was recommended that City Council reject the proposals submitted by Habitat for Humanity of the Greater La Crosse Region, Berkshire Hathaway Home Services, and Wieser Brothers General Contractor, and accept the proposal submitted by Bluff Country LLC, Mike Sexauer based on the following findings:

- 1. The proposal is responsive to the City's RFP.
- 2. The proposal is recognized as the overall highest value to the City.
  - A. The timing of construction will provide additional housing opportunities available in the City at an earlier timeframe.
  - B. The proposal will allow a realization of additional property tax benefits to the City along with additional benefits relating to permit and connection fees available to the City.
  - C. The developer has demonstrated capability by completing the HTM and HTM-West Developments.
  - D. Terms of Sale (\$100,000.00 down; balance due on the date of closing) are favorable to the City.

It was also recommended that City Council authorize Attorney Wieser to prepare a purchase agreement with Bluff Country LLC, Mike Sexauer, and present it at the February 12<sup>th</sup> City Council meeting, along with a recommendation regarding the request to review the existing utility easement. Following discussion Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO REJECT THE PROPOSALS SUBMITTED BY HABITAT FOR HUMANITY OF THE GREATER LA CROSSE REGION, BERKSHIRE HATHAWAY HOME SERVICES, AND WIESER BROTHERS GENERAL CONTRACTOR AND AUTHORIZE THE CITY ATTORNEY TO PREPARE A PURCHASE AGREEMENT WITH BLUFF COUNTRY LLC, /MIKE SEXAUER TO INCLUDE AN UPFRONT PENALTY DEPOSIT OF \$25,000.00 TO BE MADE BY BLUFF COUNTRY LLC,/MIKE SEXAUER IN THE CASE THAT THE CONSTRUCTION TIMEFRAME IS NOT MET, WITH THE CITY REFUNDING MR. SEXAUER \$5,000.00 AFTER A CERTIFICATE OF OCCUPANCY HAS BEEN GRANTED FOR EACH DWELLING, AND ADOPT THE PROPOSED FINDINGS AS STATED WITH THE CITY ATTORNEY PRESENTING THE PURCHASE AGREEMENT FOR COUNCIL REVIEW AND APPROVAL AT THE FEBRUARY 12, 2024 CITY COUNCIL MEETING ALONG WITH A RECOMMENDATION REGARDING THE REQUEST TO REVIEW THE EXISTING UTILITY EASEMENT.

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
Mayor Poellinger Yes

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

#### <u>ITEM 3.2 – AMENDMENT – CRESCENT HILLS SANITARY SEWER EXTENSION</u> <u>AGREEMENT</u>

City Engineer Tim Hruska reviewed with City Council an amended professional service agreement with WHKS for the Crescent Hills Sanitary Sewer connection. On October 10, 2023, the City hired WHKS to complete a feasibility study for options to serve the Crescent Hills area with sanitary sewer. As options have been elevated for sanitary service, the need to determine the presence of bedrock has become important. Presence of bedrock will affect the cost of the project and proactively identifying locations of concern will result in a more accurate estimation of project costs. WHKS received a quote for completion of geotechnical investigation from Chosen Valley Testing, Inc. in the amount of \$5,864.00. It was recommended that City Council approve the WHKS Amendment to proceed with geotechnical investigation through Chosen Valley Testing in the amount of \$5,864.00. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

# MOTION TO APPROVE THE AMENDED PROFESSIONAL SERVICE AGREEMENT WITH WHKS IN THE AMOUNT OF \$5,864.00 TO PROCEED WITH GEOTECHNICAL INVESTIGATION THROUGH CHOSEN VALLEY TESTING, INC.

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 3.3 – ENGINEERING AGREEMENT – IIJS GRANT PROJECT

City Engineer Tim Hruska reviewed with City Council for approval a Professional Service Agreement with WHKS. The City received a \$30,000 grant for technical assistance to prepare a feasibility study for the

extension of a shared-use path from South 14<sup>th</sup> Street to Miller's Corner from MnDot. The feasibility study will also provide potential IIJA discretionary funding that the City can pursue in the future to fund the project. WHKS will work with MnDOT to finalize the force account procedure for the City to receive reimbursement for funds expended on this project. The WHKS Agreement for the Feasibility Study is \$29,500. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH WHKS IN THE AMOUNT OF \$29,500 TO PROCEED WITH A FEASIBILITY STUDY FOR THE EXTENSION OF A SHARED USE PATH FROM SOUTH 14<sup>TH</sup> STREET TO MILLER'S CORNER.

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
Mayor Poellinger	Yes

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

#### ITEM 3.4 - CPL GRANT - PINE CREEK RESTORATION PROJECT

City Engineer Tim Hruska and Sustainability Coordinator Jason Ludwigson reviewed with City Council the CPL Grant and Pine Creek Restoration Project. This was informational only, no action required.

#### ITEM 3.5 – AUTHORIZE FINAL PROJECT PAYMENT

City Engineer Tim Hruska reviewed with City Council Pay Request Number 9 for work completed by A-1 Excavating, Inc. in Horse Track Meadows in the amount of \$18,815.93. It was recommended that City Council approve the payment which will initiate the start of the two-year maintenance bond, as specified in the contract documents. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE PAY REQUEST NUMBER 9 FOR WORK COMPLETED BY A-1 EXCAVATING, INC. IN HORSE TRACK MEADOWS IN THE AMOUNT OF \$18,815.93 WHICH WILL INITIATE THE START OF THE TWO-YEAR MAINTENANCE BOND, AS SPECIFIED IN THE CONTRACT DOCUMENTS.

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
Mayor Poellinger Yes

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

### ITEM 3.6 – PERSONNEL COMMITTEE RECOMMENDATION

City Council reviewed the following recommendation from the Personnel Committee for approval:

1. Attached for City Council review was the job description for the new position of City Clerk, which was discussed in the past as part of the organizational meetings that the City held earlier in 2023, and was reviewed at the December 11, 2023, City Council meeting. The description has been modified slightly with the transfer of the supervisory responsibility for the License Bureau from the Finance Director to the City Clerk. The duties and responsibilities of the City Clerk expand the duties of the current Deputy Clerk position. The position will be a department head-level supervisory position, and will not be part of a bargaining unit.

As proposed, the position will have a point value of 330-360, and a 2024 wage schedule from \$35.08 to \$41.96 per hour.

The Personnel Committee is proposing that the City Council take the following action:

A. Adopt the job description for the City Clerk position. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

# MOTION TO ADOPT THE JOB DESCRIPTION FOR THE CITY CLERK POSITION AS PRESENTED.

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
Mayor Poellinger Yes

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

B. Establish the point value for the position at 330-360, and adopt a 2024 wage schedule of \$35.08 to \$41.96 per hour for the position. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

# MOTION TO ESTABLISH A POINT VALUE OF 330-360 FOR THE POSITION AND ADOPT A 2024 WAGE SCHEDULE OF \$35.08 TO \$41.96 PER HOUR FOR THE POSITION.

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
Mayor Poellinger	Yes

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

C. Promote Angie Boettcher from Deputy Clerk to City Clerk. As proposed, Ms. Boettcher would serve a six-month probationary period and start at step one in the salary schedule beginning January 23, 2024. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

# MOTION TO PROMOTE ANGIE BOETTCHER FROM DEPUTY CLERK TO CITY CLERK WITH MS. BOETTCHER SERVING A SIX-MONTH PROBATIONARY PERIOD AND STARTING AT STEP ONE IN THE SALARY SCHEDULE BEGINNING JANUARY 23, 2024.

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
Mayor Poellinger	Yes

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

#### ITEM 3.7 – AUTHORIZE EXPENDITURE – 2024 TREE PLANTING PROJECT

City Sustainability Coordinator Jason Ludwigson requested City Council approval of funds totaling \$6,419.97 for the purchase of 105 bare-root trees, tree protector tubes, and water bags. The trees will be

purchased from Bailey's Nursery with money received from the ReLeaf Community Forestry Grant. The trees will be planted throughout the city as part of the city's 2024 Arbor Day celebration. Leading the tree plantings will be considered in-kind for the grant. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE FUNDS TOTALING \$6,419.97 FOR THE PURCHASE OF 105 BAREROOT TREES, TREE PROTECTOR TUBES, AND WATER BAGS FROM BAILEY'S NURSERY USING MONEY RECEIVED FROM THE RELEAF COMMUNITY FORESTRY GRANT WITH THE TREES BEING PLANTED THROUGHOUT THE CITY AS PART OF THE CITY'S 2024 ARBOR DAY CELEBRATION.

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.

#### <u>ITEM 3.8 – 2024 LICENSE RENEWALS</u>

City Council reviewed a list of proposed license renewals for 2024. The applications appear to be in order, and it was recommended that City Council approve the license renewal applications. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

# MOTION TO APPROVE THE PRESENTED LIST OF LICENSE RENEWALS FOR 2024 FOR THE FOLLOWING:

#### SHORT-TERM RENTAL - RESIDENTIAL:

Davis, Allison

#### **MASSAGE BUSINESS:**

Heaven's Hands Inc.

#### **MASSAGE TECHNICIAN:**

Heaven's Hands Inc.

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 3.9 – DONATION RESOLUTION**

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

#### **RESOLUTION NO. 01-24-05**

# RESOLUTION ACCEPTING DONATIONS MADE TO THE CITY OF LA CRESCENT IN JANUARY 2024

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

1. Trane Technologies wishes to donate \$200.00 to the La Crescent Fire Department.

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

ADOPTED	this 22 <sup>nd</sup>	Day of J	anuary 2	024.	

	SIGNED:	
	Mayor	
A TOTAL COT		
ATTEST:		
Deputy Clerk		

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

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 City Council reviewed the January 16th, 2024 Agenda for the Explore La Crosse Board Meeting as well as the November 14<sup>th</sup>, 2023 Explore La Crosse Board Meeting Minutes.

#### **8. HOUSTON COUNTY**

Houston County Commissioner Dewey Severson was in attendance and gave an update.

#### 9. CHAMBER OF COMMERCE

Chamber of Commerce representative Jon Wilson was in attendance and gave an update.

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:46 P.M.

APPROVAL DATE:	
APPROMAL DATE:	

	SIGNED:	
ATTEST:	Mayor	
City Administrator		

#1.2

### MINUTES, SPECIAL CITY COUNCIL MEETING CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA JANUARY 29, 2024

Pursuant to due call and notice thereof, the Special City Council Meeting of the City of La Crescent was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, January 29, 2024.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Dale Williams, and Mayor Mike Poellinger. Member Teresa O'Donnell-Ebner arrived at 5:03 p.m. Also present were Community Development Director Larry Kirch (via Zoom), Library Director Jess Witkins, City Attorney Skip Wieser, City Administrator Bill Waller, and City Clerk Angie Boettcher.

Also present was Architect and Structural Engineer David Holstrom from EcoGreen Architects LLC.

# ITEM 4 – REVIEW PRELIMINARY CONCEPTUAL PLANS FOR NEW CITY HALL/PUBLIC LIBRARY/POLICE DEPARTMENT FACILITIES, INCLUDING A REVIEW OF CURRENT AND PROPOSED SQUARE FOOTAGE IN EACH FACILITY

City Resident Ryan Hanifl was in attendance and addressed City Council regarding the new City Hall.

Architect and Structural Engineer David Holstrom of EcoGreen Architects LLC, provided City Council with an overview of the preliminary conceptual plans for the new City Hall, Public Library, and Police Department facilities. This was informational only, no action required.

#### ITEM 5 – REVIEW OF 2022 AND 2023 FIVE-YEAR CAPITAL IMPROVEMENT PLANS

City Administrator Bill Waller reviewed with City Council the 2022 and 2023 five-year capital improvement plans which were included in the council packet. This was informational only, no action required.

# <u>ITEM 6 – REVIEW LAND EXCHANGE AGREEMENT THAT THE CITY HAS WITH VSC CORPORATION</u>

City Attorney Skip Wieser reviewed with City Council the Land Exchange Agreement that the City has with VSC Corporation for the purchase or exchange of the property currently located at 328 South 1<sup>st</sup> Street. This was informational only, no action required.

#### ITEM 7 – REVIEW USDA LOAN/GRANT OPPORTUNITIES FOR THE PROPOSED PROJECT

Community Development Director Larry Kirch reviewed with City Council (via Zoom) the USDA loan and grant opportunities that would potentially be available for the proposed project. This was informational only, no action required.

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

Ryan Hutchinson	Yes	
Cherryl Jostad	Yes	
Teresa O'Donnell-Ebner	Yes	
Dale Williams	Yes	
Mike Poellinger	Yes	
and none voted against the same. 5:58 P.M.	The motion was declared duly ca	arried and the meeting duly adjourned at
APPROVAL DATE:	·	
	SIGNE	ED:
	Mayor	
ATTEST:		
City Administrator		



TO: Honorable Mayor and City Council Members

FROM: Bill Waller, City Administrator

DATE: February 9, 2024

RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending February 9, 2024. We would suggest that the City Council approve the payment of the bills payable as presented.

Payment Approval Report - Council Report dates: 1/27/2024-2/9/2024 Page: 1 Feb 09, 2024 02:42PM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACENTEK						
01/24 STMT	CITY HALL PHONE CHARGES	01/31/2024	404.36	.00		
01/24 STMT	FIRE DEPT PHONE CHARGES	01/31/2024	470.29	.00		
01/24 STMT	GOLF COURSE PHONE CHARGES	01/31/2024	429.47	.00		
01/24 STMT	PARKS PHONE CHARGES	01/31/2024	164.90	.00		
01/24 STMT	POOL PHONE CHARGES	01/31/2024	104.85	.00		
01/24 STMT	SEWER PHONE CHARGES	01/31/2024	124.76	.00		
01/24 STMT	STREETS PHONE CHARGES	01/31/2024	42.91	.00		
01/24 STMT	WATER PHONE CHARGES	01/31/2024	88.32	.00		
01/24 STMT	LICENSE BUREAU PHONE CHARGES	01/31/2024	168.05	.00		
01/24 STMT	LIBRARY PHONE CHARGES	01/31/2024	135.68	.00		
01/24 STMT	ARENA PHONE CHARGES	01/31/2024	290.33	.00		
01/24 STMT	PUBLIC WORKS PHONE CHARGES	01/31/2024	89.86	.00		
01/24 STMT	BUILDING AND ZONING PHONE CHARGES	01/31/2024	89,86	.00		
01/24 STMT	POLICE DEPARTMENT PHONE CHARGES	01/31/2024	310.48	.00		
Total 24:			2,914.12	.00		
AFLAC 01/24 STMT	INSURANCE PREMIUMS	01/31/2024	42.00	.00		
	INSUITABLE FILEWIOWS	01/31/2024				
Total 72:			42.00	.00		
AFSCME 01/24 DUES	PAYROLL DEDUCTED UNION DUES	01/31/2024	722.19	.00		
	TATACLE BEDGGTED GRICK BOLG	0110112024				
Total 25:			722.19	.00		
AMAZON CAPITAL		0.4 (0.7)(0.00.4	00.00	00		
117M-1C7P-41Q	LIBRARY- BOOKS	01/27/2024	20.98	.00		
1F41-NNR6-D43	GC- HITCH TO PULL SKI TRAIL GROOMER	01/20/2024	12.99	.00		
	LIBRARY- BOOKS	01/25/2024	17.99 21.98	.00 .00		
1FPM-3YMD-GM	PARKS- BUILDING MAINTENANCE	01/15/2024	32.12	.00		
1FPM-3YMD-GM	CITY HALL- OFFICE SUPPLIES	01/15/2024 01/15/2024	90.89	.00		
1GT-TW1G-CQL	CITY HALL- OFFICE SUPPLIES PD- UNIFORM ACCESSORIES	01/19/2024	158.34	.00		
1HTT-9Y7D-4XY	LIBRARY- BOOKS	01/19/2024	5.99	.00		
1K46-PN1R-P74 1KQX-JTLY-PNN	FD- MEDICAL SUPPLIES	01/17/2024	51.95	.00		
		01/31/2024	50.90	.00		
1L9G-PW6R-G1	BUILDING/ZONING- SUPPLIES	01/29/2024	105.99	.00		
1LR4-3YJM-YND	ICE ARENA- RECYCLING BINS	01/13/2024	569.32	.00		
	COMMUNITY BUILDING- MOP HEAD	01/13/2024	40.80	.00		
	CITY HALL- OFFICE SUPPLIES	01/13/2024	24.97	.00		
1LR4-3YJM-YND	FD- OFFICE SUPPLIES	01/13/2024	35.60	.00		
1LR4-3YJM-YND	CITY HALL- TRASH BAGS	01/13/2024	38.71	.00		
1LR9-97TV-K3Y	CITY HALL- OFFICE SUPPLIES	02/01/2024	39.06	.00		
	BUILDING/ZONING- SUPPLIES	01/21/2024	38.56	.00		
1MM6-RRQ6-HF	WATER- PHONE CASE	01/25/2024	10.00	.00.		
1MM6-RRQ6-HF	SEWER- PHONE CASE	01/25/2024	9.99	.00		
1PHK-33YPP-4K	LIBRARY- OFFICE SUPPLIES	01/23/2024	14.89	.00		
	LIBRARY- BOOKS	01/27/2024	99.77	.00		
1TX1-QH1F-6JN	LIBRARY- OFFICE SUPPLIES	01/28/2024	85.96	.00		
	CITY HALL- OFFICE SUPPLIES	01/28/2024	24.13	.00		
	PD- OFFICE SUPPLIES	01/28/2024	59.98	.00		
1XGP-1QX1-7K4	CITY HALL- OFFICE SUPPLIES	01/24/2024	160.15	.00		
	FD- OFFICE SUPPLIES	01/21/2024	9.89	.00		
1XLF-H17T-G7P						

Payment Approval Report - Council Report dates: 1/27/2024-2/9/2024

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1XLF-H17T-G7P	PD- OFFICE SUPPLIES	01/21/2024	31.56	.00		•
1XMQ-LMMX-J7	FD- OFFICE SUPPLIES	01/21/2024	20.99	.00.		
1XMQ-LMMX-J7	CITY HALL- OFFICE SUPPLIES	01/21/2024	23.74	.00		
Total 9956:			1,924.18	.00.		
ANCHOR SOLAR I	NVESTMENTS LLC					
#51	ANIMAL RESCUE - SOLAR	01/01/2024	198.47	.00		
#51	MAINTENANCE BLDG - SOLAR	01/01/2024	387.07	.00		
#51	RADIUM PLANT - SOLAR	01/01/2024	387.07	.00		
Total 9859:			972.61	.00		
AT&T MOBILITY						
01/24 FIRE	FD - WIRELESS	01/31/2024	100.50	.00		
Total 9870:			100.50	.00		
AUTO VALUE LA O	CROSSE					
516478145	MAINTENANCE SHOP- GENERATOR BATTERIES	01/05/2024	295.96	.00		
516478412	STREETS- HYD. HOSES FOR PLOW TRUCK	01/08/2024	141.51	.00		
Total 2106:			437.47	.00		
BAKER & TAYLOR	l.					
2038023406	LIBRARY - BOOKS GRANT FUNDED	01/03/2024	306.11	.00		
2038036957	LIBRARY - BOOKS GRANT FUNDED	01/11/2024	373.47	.00		
2038048542	LIBRARY - BOOKS	01/17/2024	295.30	.00		
2038048542	LIBRARY - BOOKS GRANT FUNDED	01/17/2024	141.15	.00		
2038051487	LIBRARY - BOOKS	01/19/2024	187.96	.00		
2038051487	LIBRARY - BOOKS GRANT FUNDED	01/19/2024	57.15	.00		
2038063303	LIBRARY - BOOKS	01/26/2024	283.65	.00		
2038063303	LIBRARY - BOOKS GRANT FUNDED	01/26/2024	190.76	.00		
2038074567	LIBRARY - BOOKS	01/31/2024	225.96	.00		
2038074567	LIBRARY - BOOKS GRANT FUNDED	01/31/2024	178.09	.00		
H66296930	LIBRARY - BOOKS	12/31/2023	22.48	.00		
H66739470	LIBRARY - BOOKS GRANT FUNDED	12/31/2023	20.24	.00		
H67376010	LIBRARY - BOOKS	01/08/2024	14.98	.00		
H67376011	LIBRARY - BOOKS	01/08/2024	37.49	.00		
H67376012	LIBRARY - BOOKS	01/08/2024	18.74	.00		
H67599700	LIBRARY - BOOKS	01/06/2024	11.99	.00		
Total 8022:			2,365.52	.00		
BAN-KOE SYSTEM						
203391	WATER PLANT - ANNUAL FIRE ALARM INSPECTION AND	02/05/2024	303.00	.00		
Total 102:			303.00	.00		
BOB'S LOCK & SA 42326	FE INC. PD- ENT LEVEL USER	01/29/2024	121.00	00		
	I D LINI LLVLE GOLIN	0112312024		.00		
Total 123:			121.00	.00		
BOB'S SERVICE 718060	CITY HALL- WOMEN'S RESTROOM TOLIET	02/03/2024	456.00	.00		
. 10000	S WILL WOMEN O'NEOTHOUGH TOLIET	ULIUUIZUZA	430.00	.00		

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Net Amount Date Invoice Invoice Paid Paid Voided Description Date Invoice Amount Number .00 Total 8841: 456.00 **BRAD MEYER CONSTRUCTION & REMODELING LLC** 01/19 STMT SCDP GRANT EXPENSE 01/19/2024 8,600.00 8,600.00 02/07/2024 8,600.00 8,600.00 Total 9753: **CGMC** 2024 DUES ANNUAL MEMBERSHIP RENEWAL 02/08/2024 9,926.00 .00 9,926.00 .00 Total 8321: CINTAS CORPORATION 01/02/2024 72.45 .00 CITY HALL - MATS, CLEANING RAGS & TOWELS 4178718359 72.45 .00 4180134765 CITY HALL - MATS, CLEANING RAGS & TOWELS 01/15/2024 4181576052 CITY HALL - MATS, CLEANING RAGS & TOWELS 01/29/2024 72.45 .00 Total 9696: 217.35 .00 CORKY'S PIZZA & ICE CREAM 02/05/2024 45.60 .00 FD - CO-OP MEETNG 02/05/2024 45.60 .00 Total 241: **CULLIGAN WATER CONDITIONING** 01/31/2024 39.95 .00 285X21212505 CITY HALL - WATER COOLER RENTAL PD - WATER COOLER RENTAL 01/31/2024 39.95 .00 285X21212505 .00 285X21212505 MAINT - WATER COOLER RENTAL 01/31/2024 39.99 119.89 .00 Total 231: **CUSTOM ALARM** .00 569249 GC- ALARM MONITORING 01/11/2024 44.65 44.65 .00 Total 290: DOBECK, RHODA 01/31/2024 97.50 .00 01/24 LIBRARY LIBRARY- CLEANING 97.50 .00 Total 10098: E O JOHNSON CO INC - LEASE 01/26/2024 114.05 .00 **B&Z - COPY MACHINE MAINT** 35796319 CITY HALL - COPY MACHINE MAINT 01/26/2024 190.08 .00 35796319 01/26/2024 76.02 .00 FIRE DEPT - COPY MACHINE MAINT 35796319 01/26/2024 114.05 .00 POLICE - COPY MACHINE MAINT 35796319 114.05 .00 PUBLIC WORKS - COPY MACHINE MAINT 01/26/2024 35796319 76.03 .00 SEWER DEPT - COPY MACHINE MAINT 01/26/2024 35796319 .00 01/26/2024 76.03 35796319 WATER DEPT - COPY MACHINE MAINT 760.31 .00 Total 9397: FEDERAL SIGNAL CORPORATION PD- RESERVOIR SITE EMERGENCY SIREN PSA EXPENDI 01/31/2024 14,785.00 .00 8516002

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Total 9425:			14,785.00	.00		
FIFTH AVENUE AV 46306	VARDS, INC. FD- AWARD FOR APPRECIATION DINNER	01/23/2024	129.00	.00		
Total 562:			129.00	.00		
FIRE STATION SO 20240076	FTWARE, LLC FD - ANNUAL STATION SOFTWARE SUBSCRIPTION	01/28/2024	349.00	.00		
Total 10073:			349.00	.00		
FLEXIBLE PLASTI 1162466	CS INC CITY GARBAGE BAGS	01/23/2024	3,610.08	.00		
Total 529:			3,610.08	.00		
GEMPLER'S INC INV0004574272	TREE TUBES/STAKES - RELEAF GRANT	02/06/2024	531.65	.00		
Total 10163:			531.65	.00		
GUNDERSEN HEA 283666	LTH SYSTEM 1/1/24-12/31/24 EAP MEMBERSHIP	01/19/2024	540.00	.00		
Total 622:			540.00	.00		
HOKAH CO-OP OII 230380 7018	L ASSOCIATION GC- EQUIPMENT REPAIR GC - LP	01/03/2024 01/31/2024	25.00 1,065.08	25.00 1,065.08	02/08/2024 02/08/2024	
Total 715:			1,090.08	1,090.08		
HOUSTON CNTY P 12/27/23 FOOD	PUBLIC HEALTH REIMBURSE- DOUBLE PAYMENT SHIP GRANT FOOD FO	12/27/2023	4,978.00	.00		
Total 741:			4,978.00	.00		
HOUSTON CNTY T 2024 VICTIM	REASURER 2024 VICTIM/WITNESS SERVICES	01/17/2024	3,500.00	.00		
Total 725:			3,500.00	.00		
INNOVATIVE OFFIC IN4432851	CE SOLUTIONS PD - OFFICE SUPPLIES	01/12/2024	55.92	.00		
Total 9471:			55.92	.00		
JOHN, JENNIFER #1	LIBRARY- REPORDUCTIVE HEALTH MISINFORMATION TA	02/05/2024	50.00	.00		
Total 10162:			50.00	.00		
JUNIOR LIBRARY ( 676765	GUILD LIBRARY - BOOKS	02/01/2024	812.04	.00		

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9003:			812.04	.00		
KWIK TRIP INC						
01/24 STMT	PD- FUEL	01/31/2024	1,515.69	.00		
01/24 STMT	PD- FUEL IN STORE	01/31/2024	3.67	.00		
01/24 STMT	PARKS - FUEL	01/31/2024	197.57	.00		
01/24 STMT	STREETS - FUEL	01/31/2024	2,888.82	.00		
01/24 STMT	B&Z - FUEL	01/31/2024	219.57	.00		
01/24 STMT	WATER - FUEL	01/31/2024	51.61	.00		
01/24 STMT	SEWER - FUEL	01/31/2024	51.62	.00		
Total 1014:			4,928.55	.00		
LA CRESCENT AC	E HARDWARE					
01/24 STMT	PD- VEHICLE MAINTENANCE	01/31/2024	51.98	.00		
01/24 STMT	PD- VEHICLE MAINTENANCE - SQUAD KEY FOB BATTERI	01/31/2024	7.99	.00		
01/24 STMT	PD- SHIPPED EQUIPMENT FOR TESLA UPFIT	01/31/2024	15.51	.00		
01/24 STMT	GC- COURSE MAINTENANCE	01/31/2024	35.65	.00		
01/24 STMT	CITY HALL- OFFICE SUPPLIES	01/31/2024	17.99	.00		
01/24 STMT	MAINTENANCE- SHOP TOOLS	01/31/2024	31.98	.00		
01/24 STMT	PARKS- CHAIN SAW PARTS	01/31/2024	24.99	.00		
01/24 STMT	PARKS-TOOLS	01/31/2024	38.98	.00		
01/24 STMT	PARKS- HCP/FUSE PLUG	01/31/2024	8.99	.00		
01/24 STMT	PARKS- HCP/HOUSE FUSES	01/31/2024	7.99	.00		
01/24 STMT	PARKS- HCP/FUSE PLUG	01/31/2024	8.99	.00		
01/24 STMT	CITY HALL- RESTROOM	01/31/2024	11.99	.00		
01/24 STMT	STREETS- OIL CHANGE 23 CHEVY	01/31/2024	46.76	.00		
01/24 STMT	CITY HALL- RESTROOM	01/31/2024	7.99	.00		
01/24 STMT	CITY HALL- RESTROOM	01/31/2024	16.99	.00		
01/24 STMT	MAINTENANCE- SHOP TOOLS	01/31/2024	105.55	.00		
01/24 STMT	SHOP- SMALL TOOLS	01/31/2024	24.99	.00		
01/24 STMT	SHOP- SAFETY EQUIPMENT	01/31/2024	15.99	.00		
01/24 STMT	STREETS- BRAKE CLEANER	01/31/2024	13.98	.00		
01/24 STMT	CITY HALL- PD DOOR	01/31/2024	89.16	.00		
01/24 STMT	CITY HALL- PD DOOR	01/31/2024	34.36	.00		
01/24 STMT	LIBRARY- DOORS	01/31/2024	47.97	.00		
01/24 STMT	LIBRARY- DOORS	01/31/2024	2.48	.00		
01/24 STMT	LIBRARY- DOORS	01/31/2024	28.90	.00		
01/24 STMT	LIBRARY- DOORS	01/31/2024	5.99	.00		
Total 717:			704.14	.00		
	REA EVENT CENTER, INC.	01/31/2024	813.79	.00		
12/23 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	01/31/2024	013.79	.00		
Total 9810:			813.79	.00		
LA CRESCENT CH 12/23 LODGING	HAMBER OF COMMERC LODGING TAX - MARKETING & PROMO AGREEMENT	01/31/2024	813.79	.00		
Total 1142:			813.79	.00		
LA CRESCENT FI	REMEN'S RELIEF A					
2023 SBR	STATE SUPL, FIREFIGHTERS RET, BEN	12/31/2023	1,000.00	.00		

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Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Boompton	— Date		Falu -	raiu	
Total 1162:			1,000.00	.00.		
LA CROSSE AREA 12/23 LODGING	CONVENTION AND LODGING TAX - MARKETING & PROMO AGREEMENT	01/31/2024	2,545.69	.00		
Total 9824:			2,545.69	.00		
LAPHAM'S CLEAN INVOICE #7	I <b>ING LLC</b> CITY HALL - CLEANING	01/28/2024	1,500.00	.00		
Total 10121:			1,500.00	.00		
LAW ENFORCEME	ENT LABOR SERVICES					
01/24 DUES	PD - PAYROLL DEDUCTED UNION DUES	01/31/2024	493.50	.00		
Total 1134:			493.50	.00		
LAXPRINT.COM						
5264	B&Z - WALK-IN BLUEPRINTS	01/02/2024	49.00	.00		
Total 9554;			49.00	.00		
_EASE SERVICING	•					
50860	PD TESLA - LEASE PYMT INTEREST	02/01/2024	435.43	.00		
50860	PD TESLA - LEASE PYMT PRINCIPAL	02/01/2024	831.89	.00		
Total 10152:			1,267.32	.00		
LUDWIGSON, JAS						
01/01/24-01/31/2 01/01/24-01/31/2	SUSTAINABILITY SERVICES 01/01/24-01/31/24 MILEAGE	01/31/2024 01/31/2024	4,825.60	.00		
	ONO 1/24-O 1/31/24 WILLIAGE	01/31/2024	245.22	.00		
Total 9632:			5,070.82	.00		
MENARDS-LA CRO				•		
94416 94416	CITY HALL- BATHROOM REPAIR	01/18/2024	12.99	.00		
94423	SHOP- SMALL TOOLS GC- EQUIPMENT MAINTENANCE	01/18/2024	101.80	.00		
94423	GC- CLEANING	01/18/2024 01/18/2024	210.30 26.97	.00		
94423	GC- SMALL TOOLS	01/18/2024	110.26	.00 .00	*	
94423	GC- SAFETY GLASSES	01/18/2024	4.99	.00		
94466	STREET- REPAIR STRUCTURE	01/19/2024	89.97	.00		
94466	SHOP-TOOLS	01/19/2024	18.96	.00		
94833	GC- LUMBER FOR COURSE RAIN SHELTERS	01/28/2024	1,147.92	.00		
94855	GC- LUMBER FOR COURSE RAIN SHELTERS	01/29/2024	85.20	.00		
94856	GC- CREDIT FOR RETURN	01/29/2024	90.60-	.00		
94869	GC- SMALL TOOLS	01/29/2024	15.99	.00		
94869	GC- SHED	01/29/2024	34.30	.00		
94986	GC- COURSE REPAIR	02/01/2024	826.00	.00		
94998	SHOP- BUILDING REPAIR	02/01/2024	51.92	.00		
Total 1352:			2,646.97	.00		
MICROMARKETING	•					
943387	LIBRARY - BOOKS	01/16/2024	39.99	.00		
943462	LIBRARY - BOOKS	01/16/2024	39.19	.00		

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944669	LIBRARY - BOOKS	01/30/2024	38.99	.00		
Total 10060;			118.17	.00		
WINNESOTA CHIL 02/02/24PR0015	D SUPPORT PAYMENT CENTER  MN CHILD SUPPORT	02/05/2024	640.97	640.97	02/05/2024	
Total 9597:			640.97	640.97		
	- OF LIFE ALTIL					
MINNESOTA DEP 2024 G.C.	GC- 2024 LICENSE RENEWAL	02/01/2024	510.00	.00		
Total 8740:			510.00	.00		
MORRIS ELECTR	ONICS INC					
5973	SEWER- PREPPED BITTIAN SOFTWARE	12/18/2023	30.00	.00		
5973	STREETS- PREPPED BITTIAN SOFTWARE	12/18/2023	15.00	.00		
5973	PUBLIC WORKS- PREPPED BITTIAN SOFTWARE	12/18/2023	15.00	.00		
5973	B&Z- PREPPED BITTIAN SOFTWARE	12/18/2023	15.00	.00		
5973	PD- PREPPED BITTIAN SOFTWARE	12/18/2023	60.00	.00		
5973	CLERK- PREPPED BITTIAN SOFTWARE	12/18/2023	30.00	.00		
5973	GC- PREPPED BITTIAN SOFTWARE	12/18/2023	15.00	.00		
5973	LICENSE BUREAU- PREPPED BITTIAN SOFTWARE	12/18/2023	30.00	.00		
5973	WATER - PREPPED BITTIAN SOFTWARE	12/18/2023	30.00	.00		
5973	FD - PREPPED BITTIAN SOFTWARE	12/18/2023	60.00	.00		
6142	FD- 0365 MIGRATION PREP WORK	01/09/2024	200.00	.00		
	SEWER- REPLACED POWER SUPPLY	01/09/2024	99.77	.00		
6145	STREETS - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	PUBLIC WORKS - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	B&Z - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	PD - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	CLERK - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	GC - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	LICENSE BUREAU - REPLACED POWER SUPPLY	01/09/2024		.00		
6145		01/09/2024		.00.		
6145	WATER - REPLACED POWER SUPPLY	01/09/2024		.00		
6145	FD - REPLACED POWER SUPPLY	01/09/2024		.00		
6148	FD- NEW TENANT SET UP	01/03/2024		.00		
6185	CITY- MIGRATION ADJUSTMENTS, TESTING AND PREP	01/10/2024		.00.		
6312	PD- MIGRATION OF MAILBOXES FORO365	01/12/2024		.00		
6318	SEWER- EMAIL MIGRATION PREP	01/12/2024		.00		
6318	STREETS- EMAIL MIGRATION PREP			.00		
6318	PUBLIC WORKS- EMAIL MIGRATION PREP	01/12/2024		.00		
6318	B&Z- EMAIL MIGRATION PREP	01/12/2024		.00.		
6318	PD- EMAIL MIGRATION PREP	01/12/2024		.00		
6318	CLERK- EMAIL MIGRATION PREP	01/12/2024		.00		
6318	GC- EMAIL MIGRATION PREP	01/12/2024		.00.		
6318	LICENSE BUREAU- EMAIL MIGRATION PREP	01/12/2024		.00		
6318	WATER- EMAIL MIGRATION PREP	01/12/2024		.00.		
6318	FD- EMAIL MIGRATION PREP	01/12/2024		.00.		
6330	SEWER- EMAIL MIGRATION PREP	01/12/2024		.00.		
6330	STREETS- EMAIL MIGRATION PREP	01/12/2024		.00.		
6330	PUBLIC WORKS- EMAIL MIGRATION PREP	01/12/2024				
6330	B&Z- EMAIL MIGRATION PREP	01/12/2024		.00.		
6330	PD- EMAIL MIGRATION PREP	01/12/2024		.00		
6330	CLERK- EMAIL MIGRATION PREP	01/12/2024		.00		
6330	GC- EMAIL MIGRATION PREP	01/12/2024		.00.		
6330	LICENSE BUREAU- EMAIL MIGRATION PREP	01/12/2024	60.00	.00.		

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6330	WATER- EMAIL MIGRATION PREP	01/12/2024	60.00	.00		
6330	FD- EMAIL MIGRATION PREP	01/12/2024	120.00	.00		
6333	SEWER- EMAIL MIGRATION PREP	01/12/2024	162.78	.00		
6333	STREETS- EMAIL MIGRATION PREP	01/12/2024	81.39	.00		
6333	PUBLIC WORKS- EMAIL MIGRATION PREP	01/12/2024	81.39	.00		
6333	B&Z- EMAIL MIGRATION PREP	01/12/2024	81.39	.00		
6333	PD- EMAIL MIGRATION PREP	01/12/2024	325.56	.00		
6333	CLERK- EMAIL MIGRATION PREP	01/12/2024	162.78	.00		
6333	GC- EMAIL MIGRATION PREP	01/12/2024	81.39	.00		
6333	LICENSE BUREAU- EMAIL MIGRATION PREP	01/12/2024	162.78	.00		
6333	WATER- EMAIL MIGRATION PREP	01/12/2024	162.78	.00		
6333	FD- EMAIL MIGRATION PREP	01/12/2024	325.56	.00		
6339	SEWER- IT LODGING	01/12/2024	30.48	.00		
6339	STREETS- IT LODGING	01/12/2024	15.24	.00		
6339	PUBLIC WORKS- IT LODGING	01/12/2024	15.24	.00		
6339	B&Z- IT LODGING	01/12/2024	15.24	.00		
6339	PD- IT LODGING	01/12/2024	60.94	.00		
6339	CLERK - IT LODGING	01/12/2024	30.48	.00		
6339	GC - IT LODGING	01/12/2024	15.24	.00		
6339	LICENSE BUREAU - IT LODGING	01/12/2024	30.48	.00		
6339	WATER - IT LODGING	01/12/2024	30.48	.00		
6339	FD - IT LODGING	01/12/2024	60.94	.00		
6340	SEWER- EMAIL MIGRATION	01/12/2024	125.00	.00		
6340	STREETS- EMAIL MIGRATION	01/12/2024	62.50	.00		
6340	PUBLIC WORKS- EMAIL MIGRATION	01/12/2024	62.50	.00		
6340	B&Z - EMAIL MIGRATION	01/12/2024	62.50	.00		
6340	PD - EMAIL MIGRATION	01/12/2024	250.00	.00		
6340	CLERK - EMAIL MIGRATION	01/12/2024	125.00	.00		
6340	GC - EMAIL MIGRATION	01/12/2024	62.50	.00		
6340	LICENSE BUREAU - EMAIL MIGRATION	01/12/2024	125.00	.00		
6340	WATER - EMAIL MIGRATION	01/12/2024	125.00	.00		
6340	FD - EMAIL MIGRATION	01/12/2024	250.00	.00	*	
6352	PD- WATCHGUARD USER RIGHTS	01/12/2024	400.00	.00		
6361	COUNCIL- EMAIL	01/12/2024	100.00	.00		
6361	VPN- CONTRACTED EMPLOYEES	01/12/2024	100.00	.00		
6361	VPN- AMY AND ANGIE	01/12/2024	100.00	.00		
6395	CITY CLERK- KARA'S LAPTOP EMAIL AND VPN	01/15/2024	100.00	.00		
6438	CITY CLERK- CHRIS'S FRONT DESK COMPUTER/LAPTOP	01/16/2024	150.00	.00		
6439	SET UP ANGIE'S LAPTOP	01/16/2024	250.00	.00		
6454	CHRIS- FRONT DESK FOLDER MOVE TO CHRIS'S FOLDE	01/17/2024	100.00	.00		
		0111772021				
Total 10081:			7,480.26	.00		
NCPERS GROUP I 01/24 STMT	LIFE INSURANCE LIFE INSURANCE PREMIUMS	02/01/2024	144.00	.00	٨	
Total 1619:			144.00	.00		
PARKS & TRAILS 2024	COUNCIL PUBLIC WORKS- 2024 MEMBERSHIP DUES	02/01/2024	35.00	.00		
Total 9791:			35.00	.00		
PETERSON, KALE 01/30/24 REIMB	B REIMBURSE- FUEL COST	01/30/2024	61.54	.00		

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Total 10154:			61.54	.00		
PISCHKE MOTORS						
6115412	PD- P-21 VEHICLE MAINTENANCE AND REPAIR	01/11/2024	215.84	.00		
Total 10094:			215.84	.00.		
PROLOGUE PLAN		04/04/0004	4.025.20	.00		
01/01/24-01/31/2 01/30 REIMBUR	ECONOMIC DEVELOPMENT SERVICES REIMBURSE- SUPPLIES/SHIPPING GRANT APPLICATION	01/31/2024 01/30/2024	4,035.20 310.99	.00.		
Total 10006:			4,346.19	.00		
PUMP 4 LESS						
11/23 CITY	STREET DEPT - MOTOR FUEL	12/31/2023	145.00	.00		
11/23 CITY	STREET DEPT - MOTOR FUEL	12/31/2023	146.20	.00		
11/23 CITY	PARKS - MOTOR FUEL	12/31/2023	78.11	.00		
11/23 CITY	STREET DEPT - MOTOR FUEL	12/31/2023	63.46	.00		
11/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	36.53	.00		
11/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	38.40	.00		
11/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	49.89	.00		
11/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	25.37	.00		
11/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	28.39	.00		
11/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	25.62	.00		
12/23 STMT CIT	PUBLIC WORKS - MOTOR FUEL	12/31/2023	36.32	.00		
12/23 STMT CIT	STREET DEPT - MOTOR FUEL	12/31/2023	60.41	.00.		
12/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	24.67	.00		
12/23 STMT POL		12/31/2023	35.93	.00		
12/23 STMT POL	POLICE DEPT - MOTOR FUEL	12/31/2023	22.02	.00		
	POLICE DEPT - MOTOR FUEL	12/31/2023	27.86	.00		
Total 8604:			844.18	.00		
QUADIENT FINANC	CE USA, INC					
01/24 STMT	Postage Meter Postage- ANIMAL	01/15/2024		.00		
01/24 STMT	Postage Meter Postage- B&Z	01/15/2024		.00		
01/24 STMT	Postage Meter Postage- Clerk	01/15/2024		.00		
01/24 STMT	Postage Meter Postage- FIRE DEPARTMENT	01/15/2024		.00		
01/24 STMT	Postage Meter Postage- Golf course	01/15/2024		.00		
01/24 STMT	Postage Meter Postage- Library	01/15/2024		.00		
01/24 STMT	Postage Meter Postage- Lic Bur	01/15/2024	30.20	.00		
01/24 STMT	Postage Meter Postage- Police	01/15/2024	21.14	.00		
01/24 STMT	Postage Meter Postage- Pool	01/15/2024	6.04	.00		
01/24 STMT	Postage Meter Postage- Public works	01/15/2024	15.10	.00		
01/24 STMT	Postage Meter Postage- Sewer	01/15/2024	63.43	.00		
01/24 STMT	Postage Meter Postage- Water	01/15/2024	63.43	.00		
01/24 STMT	Postage Meter Postage- Arena	01/15/2024	3.02	.00.		
Total 9799:			302.02	.00		
QUADIENT LEASI		04 107 1000	00.11	00		
Q1173640	POSTAGE METER RENT- CLERK	01/27/2024		.00		
Q1173640	POSTAGE METER RENT- G.C.	01/27/2024				
Q1173640	POSTAGE METER RENT- LIBRARY	01/27/2024				
Q1173640	POSTAGE METER RENT- LIC. BUR.	01/27/2024				
Q1173640	POSTAGE METER RENT- PD	01/27/2024	19.56	.00		

Invoice Invoice Net Amount Date Number Description Date Invoice Amount Paid Paid Voided Q1173640 POSTAGE METER RENT- PUB WORKS 01/27/2024 9.78 .00 Q1173640 POSTAGE METER RENT-BLDG/ZNG 01/27/2024 9.78 .00 Q1173640 POSTAGE METER RENT-SEWER 01/27/2024 39.11 .00 Q1173640 POSTAGE METER RENT-WATER 01/27/2024 39.11 .00 Q1173640 POSTAGE METER RENT- ARENA 01/27/2024 9.78 .00 Total 9213: 195.57 .00 R & R PRODUCTS INC. CD2867648 GC - PARTS FOR MOWER 01/25/2024 192.91 .00 Total 1833: .00 192.91 REGENT OF THE UNIVERSITY OF MN 2010942996 U OF M -RCP OVERLOOK PLAZA 01/17/2024 6,000.00 .00 Total 9453: 6,000.00 .00 RELIABLE PEST MANAGEMENT 15157 CITY HALL - PEST CONTROL 01/22/2024 45.00 .00 15158 ICE ARENA - PEST CONTROL 01/22/2024 45.00 OΩ Total 9871: 90.00 .00 RIVER VALLEY MEDIA GROUP 01/24 STMT AD- ORDINANCE 579- AMENDING MASTER FEE SCHEDU 01/31/2024 40.90 .00 AD- ORDINANCE 580- ANNEXING LAND LOCATED IN LA C 01/24 STMT 01/31/2024 38.62 .00 AD - ORDINANCE 578 LIMITED KEEPING OF CHICKENS 01/24 STMT 01/31/2024 32.92 .00 Total 8163: 112.44 .00 RIVERLAND COMMUNITY COLLEGE 1204041 FD- TRAINING REIMBURSEMENT AFTER SUCCESSFUL C 01/31/2024 3,000.00 .00 Total 1837: 3,000.00 .00 SEMCAC INVOICE NO. 10 SCDP- GRANT EXPENSE 01/22/2024 1,290.00 1,290.00 02/07/2024 Total 9559: 1,290,00 1,290.00 **SMART** 2024 DUES 2024 DUES 01/01/2024 25.00 .00 Total 10067: 25.00 .00 SOUTHEAST LIBRARIES COOP 052000 LIBRARY - 2024 PC LEASING 01/17/2024 4,920.00 .00 052033 LIBRARY - LIMITED ACCESS LINE 02/05/2024 791.52 .00 Total 1962: 5,711.52 .00 SPLISH SPLASH AUTO BATH 01/24/2024 PD - CAR WASH TOKENS 01/24/2024 162.00 .00 Total 8567: 162.00 .00

Payment Approval Report - Council Report dates: 1/27/2024-2/9/2024 Page: 11 Feb 09, 2024 02:42PM

Invoice		Invoice	Net	Amount	Date	
Number	Description	Date	Invoice Amount	Paid ———	Paid	Voided ———
STATE OF MN DED	T OF PUBLIC SAFETY					
2805400132023	POOL - HAZARDOUS CHEM FEE	01/22/2024	100.00	.00		
2805400182023	WATER DEPT-HAZARDOUS CHEMICAL FEE	01/22/2024	100.00	.00		
2000400102020	With the wood of Emily (2)					
Total 1366:			200.00	.00		
STREICHER'S						
11672296	PD- DEPARTMENT EQUIPMENT	12/21/2023	224.00	.00		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
Total 1922:			224.00	.00		
TRI-STATE BUSINE	ESS MACHINES IN					
592529	MV - COPIER	01/26/2024	80.09	.00		
Total 2024:			80.09	.00		
UNITED STATES P	OSTMASTER					
01/24 CYCLE 3	POSTAGE - WATER/SEWER BILL	01/31/2024	188.96	188.96	01/31/2024	
01/24 CYCLE 3	POSTAGE - WATER/SEWER BILL	01/31/2024	188.95	188.95	01/31/2024	
01/24 CYCLE 3#	POSTAGE - WATER/SEWER BILL	01/31/2024	7.41	7.41	01/31/2024	
01/24 CYCLE 3#	POSTAGE - WATER/SEWER BILL	01/31/2024	7.41	7.41	01/31/2024	
Total 2102:			392.73	392.73		
VERIZON WIRELE	SS					
9955346120	B&Z - COMPUTER DATA	01/28/2024	47.95	.00		
9955346120	PD - WIRELESS	01/28/2024	485.46	.00		
9955346120	SEWER DEPT - DATA	01/28/2024	32.96	.00.		
9955346120	WATER DEPT - DATA	01/28/2024	32.96	.00		
9955638760	SEWER DEPT - DATA	01/31/2024	59.77 59.77	.00		
9955638760	WATER DEPT - DATA	01/31/2024	59.77	.00		
Total 8973:			718.87	.00		
VISA						
01/24 STMT	PROJECT REVIEW MEETING LUNCH	01/31/2024	94.06	.00		
01/24 STMT	PD- DEPARTMENT INVESTIGATION RESOURCES	01/31/2024	75.00	.00		
01/24 STMT	FD- ACCOUNTABILITIY TAGS PPE	01/31/2024	54.25	.00		
01/24 STMT	B&Z- BUILDING OFFICIAL C.E.U.'S	01/31/2024	360.00	.00		
01/24 STMT	B&Z- BUILDING OFFICIAL C.E.U.'S	01/31/2024	28.00	.00	¥.	
01/24 STMT	B&Z- BUILDING OFFICIAL C.E.U.'S	01/31/2024	20.00	.00		
01/24 STMT	B&Z- BUILDING OFFICIAL C.E.U.'S	01/31/2024	24.00	.00		
01/24 STMT	B&Z- BUILDING OFFICIAL C.E.U.'S	01/31/2024	28.00	.00	•	
01/24 STMT	PD- TRAINING FOR 306 ROTH CLARK	01/31/2024	899.00	.00		
01/24 STMT	PD- HOTEL STAY FOR 301 LUKE AHLSCHLAGER TRAININ	01/31/2024	298.96	.00		
01/24 STMT	DMV- OFFICE SUPPLIES	01/31/2024	82.84	.00		
01/24 STMT	PD- HOTEL STAY FOR TRAINING FOR INV. DAVEAU	01/31/2024	118.65	.00		
01/24 STMT	FD- EMT REFRESHER COURSE	01/31/2024	220.00	.00		
01/24 STMT	LIBRARY- BOOK BY LOCAL AUTHOR	01/31/2024	22.95	.00		
01/24 STMT	PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME	01/31/2024	11.28	.00		
	PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME	01/31/2024	6.31	.00		
01/24 STMT	PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME	01/31/2024	7.59	.00		
		01/31/2024	13.44	.00		
01/24 STMT	PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME	01/01/2021				
01/24 STMT 01/24 STMT	PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME	01/31/2024	8.55	.00		
01/24 STMT 01/24 STMT 01/24 STMT				.00 .00		
01/24 STMT 01/24 STMT	PD- MEALS FOR GEHRKE PHELEBOTOMY TRAINING ME	01/31/2024	12.53			

Payment Approval Report - Council Report dates: 1/27/2024-2/9/2024

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Invoice Invoice Net Amount Date Number Description Date Invoice Amount Paid Paid Voided 01/24 STMT TESLA- CHARGE 01/31/2024 22.63 .00 01/24 STMT TESLA- CHARGE 01/31/2024 9.50 .00 01/24 STMT TESLA- CHARGE 01/31/2024 18.24 .00 01/24 STMT TESLA- CHARGE 01/31/2024 10.64 .00 01/24 STMT TESLA- CHARGE 01/31/2024 8.36 .00 01/24 STMT MAINTENANCE- SHOP TOOLS 01/31/2024 161.87 .00 Total 2208: 2,716.88 .00 WATER SYSTEMS CO. 663500 LIBRARY - COOLER RENTAL 01/31/2024 8.00 .00 Total 8605: 8.00 .00 WELLS FARGO BANK 440475 PD-LEGAL DOCUMENTS FOR CASE 01/19/2024 41.20 .00 Total 9560: 41.20 .00 WESTERN TECHNICAL COLLEGE IN13938 FD- TRAINING - C. BUEHLER & J. TARRENCE 01/23/2024 160.00 .00 Total 10164: 160.00 .00 WHKS & CO. 50171 **COUNCIL MEETINGS** 12/29/2023 163.00 .00 50171 MONTHLY STAFF MEETING 12/29/2023 489.00 .00 50171 DOG PARK 12/29/2023 653.50 .00 50171 TA TRAIL FEASIBILITY 12/29/2023 1,495.50 .00 50171 MCCORMICK EASEMENT 12/29/2023 1,045.00 .00 50172 WALNUT STREET PRELIMINARY ENGINEERING 12/29/2023 4,971.96 .00 50173 5TH STREET SOUTH RECONSTRUCTION 12/29/2023 7,091.56 .00 50254 FLOOD RESILIENCY PLAN 12/29/2023 1,477.50 .00 50369 HORSETRACK MEADOWS CONSTRUCTION PHASE 1 12/29/2023 377.60 .00 Total 8290: 17,764.62 .00 WIESER LAW OFFICE PC 01/24 CITY **CLERK - LEGAL FEES** 01/31/2024 1,152.93 .00 01/24 CITY **BLDG/ZNG - LEGAL FEES** 01/31/2024 1,152.93 .00 01/24 CITY **COUNCIL - LEGAL FEES** 01/31/2024 1,152.93 .00 01/24 CITY WATER DEPT - LEGAL FEES 01/31/2024 576.47 .00 01/24 CITY SEWER DEPT - LEGAL FEES 01/31/2024 576.47 .00 01/24 POLICE PD - LEGAL FEES 01/31/2024 3,593.53 .00 Total 2361: 8,205.26 .00 **Grand Totals:** 144,423.49 12,013.78

# Department of Police

Chief Luke M. Ahlschlager





January 24, 2023

Honorable Mayor and City Council Members City Administrator Bill Waller

RE: La Crescent Police Department Officer Oath of Honor - Kaleb Peterson

On November 27th, 2023 council approved the hiring of Peace Officer Kaleb Peterson.

On February 10th, 2024 Officer Peterson will have completed field training.

I respectfully request Officer Peterson to take the Oath of Honor in front of the La Crescent City Council.

Sincerely,

Luke Ahlschlager

Chief of Police

## Department of Police

Chief Luke M. Ahlschlager





# La Crescent Police Department Officer Oath of Honor

As a Law Enforcement Officer, I solemnly swear that I will perform the duties required of me as a La Crescent Peace Officer to the best of my abilities.

On my honor, I will never betray my integrity, my character, or the public trust.

I will treat all individuals with dignity and respect and ensure that my actions are dedicated to ensuring the safety of my community and the preservation of human life.

I will always have the courage to hold myself and others accountable for our actions.

I will always maintain the highest ethical standards and uphold the values of my community, and the agency I serve.

I will obey all laws of the State of Minnesota and bordering sovereignties.

In times of crisis my duty will be one of service to my Country and the Citizens of the City of La Crescent.

La Crescent Chief of Police	Officer
La Crescent Mayor	(witness/notary)
La Crescent City Administrator	Date

# #3.2



TO: Honorable Mayor and City Council members

FROM: Angie Boettcher, City Clerk

DATE: 02/02/2024

SUBJECT: Heart Safe City Designation

At the February 13, 2023, City Council Meeting the City Council approved the formation of a Heart Safe Program Committee to complete the application for the city to be recognized as a Heart Safe Community. The committee completed the application and submitted it to the Minnesota Department of Health in September of 2023. A letter of acceptance was received in October 2023. Heart Safe Committee member Cheri Olson will be presenting a brief overview of the Heart Safe Community program and then will introduce Kim Harkins from Minnesota Heart Safe who will present the Designation.

# #3.3



TO: Honorable Mayor and City Council Members

FROM: Bill Waller, City Administrator

DATE: February 8, 2024

RE: HTM North Purchase Agreement and Resolution

Attached for review and consideration by the City Council is the purchase agreement between the City and Bluff Country, LLC, Mike Sexauer, and a resolution approving the sale of the Horse Track Meadows North Subdivision. City Attorney Wieser will be in attendance at the meeting to review the purchase agreement and resolution with the City Council.

#### **RESOLUTION NO. 02-24-06**

# A RESOLUTION APPROVING THE SALE OF HORSE TRACK MEADOWS NORTH A SUBDIVISION TO THE CITY OF LA CRESCENT

WHEREAS, Bluff Country, LLC and the City of La Crescent have entered into a purchase agreement described on Exhibit A of Horse Track Meadows North Subdivision to the City of La Crescent.

WHEREAS, the City Planning Commission and the City Council have approved the final plat Horse Track Meadows North.

WHEREAS, the final plat of Horse Track Meadows North was recorded December 4, 2023 as Document No. 311541 in the Office of the County Recorder of Houston County, Minnesota.

WHEREAS, Minn. Stat. § 412.211 authorizes the sale of real property owned by the City.

NOW THEREFORE BE IT RESOLVED the following:

- 1. The City Council of La Crescent, Minnesota hereby approves the sale of Horse Track Meadows North Subdivision described on Exhibit A to Bluff Country, LLC.
- 2. Mayor, City Administrator, and City Clerk are hereby authorized to sign the deed and all requisite closing documents, and any further action necessary to implement this sale by the City.

aras mo

Adopted this 12th day of February, 2024.

	SIGNED:	
	Mayor	
ATTEST:		
City Clerk		

### Exhibit A

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, BLOCK 1, HORSE TRACK MEADOWS NORTH SUBDIVISION TO THE CITY OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.

#### REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE I	PURCHASE AGREEMENT (this "Agreement") is made as of this
day of	, 2024 ("Effective Date") by and between Bluff Country, LLC, or it
assigns, ("Buyer"), and the Cit	y of La Crescent, a Minnesota municipal corporation ("Seller") (each
"Party" and collectively the "Pa	rties").

#### RECITALS

WHEREAS, Seller is offering for sale land located in Houston County, Minnesota, with Tax Parcel Nos. 25.2226.000, 25.2227.000, 25.2228.000, 25.2229.000, 25.2231.000, 25.2233.000, 25.2234.000, 25.2235.000, 25.2236.000, 25.2237.000 and legally described as follows (the "Property"):

See Exhibit A.

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

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

#### SECTION I SALE AND PURCHASE

- 1.1 <u>Purchase and Sale of Property</u>. Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept the following more particularly described land located in Houston County, Minnesota (collectively referred to herein as the "Property"):
  - a) together with all rights, privileges, easements, licenses, appurtenances and hereditaments relating thereto (collectively, the "Real Property");
- 1.2 <u>Purchase Price and Manner of Payment</u>. The total purchase price ("Purchase Price") for the Property is \$450,000.00 payable as follows:
  - a) \$100,000.00 as earnest money ("Earnest Money") which will be deposited by Buyer with Wieser Law Office, P.C. ("Closing Company") within three (3) days after the Effective Date of this Agreement and disbursed by the Title Company in accordance with Section 5.7 herein. Said earnest money is nonrefundable to Buyer.
  - b) The balance of the Purchase Price as adjusted by any prorations and/or credits specified herein will be paid in cash or by wire transfer of immediately available U.S. federal funds on the Closing Date.
- 1.3 <u>Closing</u>. The closing of the purchase and sale contemplated by this Agreement (the "Closing") will take place no later than March 1, 2024. The Closing will take place at Wieser Law Office, P.C. (the "Closing Company), or such other location as the parties may agree.

# SECTION II TITLE

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

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

- 2.2 Examination of Title. Buyer will be allowed ten (10) business days after receipt of the Title Commitment for examination of title to the Real Property and making of objections. Objections will be made in writing or be deemed waived. If Buyer does not object to the condition of title as provided above, or if Buyer's title objections have been satisfied or waived, the exceptions of record identified in the Title Commitment (by reference to recorded instruments), shall constitute "Permitted Exceptions" to title.
- 2.3 <u>Corrections to Title</u>. If any objections to title to the Real Property are made as provided in Section 2.2, Seller will be allowed a period (the "Title Cure Period") in which to cure such objections in its sole and absolute discretion. The Title Cure Period will end thirty (30) days after the date Buyer gives written objection to title under Section 2.2 or such earlier date as Seller may notify Buyer in writing of its unwillingness or inability to cure such objections. Pending correction of title, Closing will be postponed; but upon correction of title or waiver of the specified defects by Buyer, Closing will be held on the date scheduled for Closing or, if later, ten (10) days after the objections are cured or waived. If such objections are not cured by Seller by the expiration of the Title Cure Period and are not waived by Buyer within seven (7) days thereafter, either Buyer or Seller may terminate this Agreement and neither party will have any further obligations under this Agreement.
- 2.4 <u>Title Insurance</u>. At Closing, Buyer shall receive a policy of title insurance paid for by Seller, with standard exceptions, with coverage in an amount equal to the Purchase Price, subject only to the Permitted Exceptions. Seller shall deliver to the Title Company an Owner's Affidavit and such other documents reasonably required by the Title Company. The Title Commitment shall reflect Buyer as the fee simple title owner of the Real Property (subject only to the standard exceptions and Permitted Exceptions) and the insured under said Title Commitment. Any GAP endorsements shall be paid by Buyer.

#### SECTION III CLOSING

- 3.1 Buyer Closing Documents. Buyer will deliver to Seller at Closing:
  - a) the balance of the Purchase Price, after prorations and credits, if any;
- (b) a duly executed certificate of Buyer stating that the representations and warranties provided herein are true and correct in all material respects as of the date of Closing;
- (c) any other documents or items required by this Agreement or reasonably requested by Seller which are necessary to carry out the intent of this Agreement.
- 3.2. Seller Closing Documents. Seller will deliver to Buyer at Closing:
  - a) a Warranty Deed duly executed by Seller conveying marketable title of record to the Real Property and Improvements to Buyer;
  - an affidavit satisfactory to Buyer that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property by or through Seller for which mechanics' liens could be filed, and no unrecorded interests in the Property which have not been fully disclosed to Buyer;

- c) an affidavit satisfactory to Buyer that Seller is not a foreign person under Section 1445 of the United States Internal Revenue Code;
- d) a certificate duly executed by Seller certifying that the representations and warranties set out in in this Agreement are true and correct in all material respects as of the date of Closing;
- 3.3 <u>Delivery of Possession</u>. Seller will deliver possession of the Property to Buyer at Closing, free and clear of any rights or claims of possession by any third party.

#### SECTION IV CLOSING COSTS

- 4.1 <u>Closing Costs</u>. Buyer and Seller will each be responsible for its own legal, accounting and other expenses associated with the transaction contemplated by this Agreement up to and including the date final adjustments are made pursuant to this Agreement. Seller will be responsible for any document-recording fees required for correction of title and any state-deed tax required in connection with the transaction. Buyer will pay all other document-recording fees. Buyer and Seller shall split the closing fee and any escrow fees imposed by the Title Company or its closing agent in connection with this transaction. In addition, Seller shall pay the premium for the title insurance policy issued pursuant to the Title Commitment.
- 4.2 <u>Taxes and Assessments</u>. Seller shall pay all real estate taxes that are due and payable in calendar years prior to the year of Closing and, a pro-rata portion of the real estate taxes due and payable in the year of Closing based on a calendar year proration as of the date of Closing. Any levied or pending special assessments shall be paid in full at or before Closing by Seller. Buyer shall pay all real estate taxes due and payable in calendar years subsequent to the year of Closing and a pro-rata portion of the real estate taxes due and payable in the year of Closing based on a calendar year proration as of the date of Closing.
- 4.3 <u>Closing Statement</u>. At Closing, Seller and Buyer shall execute a closing statement showing the amount by which the Purchase Price shall be adjusted as of the date of Closing.

#### SECTION V GENERAL

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

If to Buyer:

Bluff Country, LLC

Mike Sexauer 5130 County 21

La Crescent, MN 55947

If to Seller:

City of La Crecent City Administrator

315 Main Street

La Crescent, MN 55947

With copy to:

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

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

- 5.2 <u>Broker Commissions</u>. No broker commission is owed and Buyer warrants to Seller that it did not employ or use any broker or finder to arrange or bring about this transaction, and that there are no claims or rights for Commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based upon any contact, dealings, or communication with Buyer in connection with the transactions contemplated by this Agreement, then Buyer shall defend Seller from such claim, and shall indemnify Seller and hold Seller harmless from any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Seller with respect to the claim. The provisions of this Section 5.2 shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.
- 5.3 Entire Agreement. This Agreement embodies the entire agreement and understanding between Buyer and Seller relating to the transactions contemplated by this Agreement and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought. No warranties or representations have been given by either party to the other that are not fully embodied in this Agreement. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected and will remain in full force and effect.
- 5.4 <u>Construction</u>. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota.
- 5.5 <u>Time</u>. Time is of the essence of this Agreement.
- 5.6 <u>Binding Agreement</u>. This Agreement will be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, representatives, successors and assigns.
- 5.7 <u>Escrow</u>. The Title Company is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold the same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.
- 5.8 <u>Counterparts</u>. The parties may execute this Agreement in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all such counterparts shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or electronic signature shall be deemed the same as an original.
- 5.9 <u>No Waiver</u>. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof constitutes a waiver of either party's right to demand exact compliance with the terms hereof.
- 5.10 <u>Amendments</u>. No amendment to this Agreement will be binding on either of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

- 5.11 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and will for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
- 5.12 <u>Survival</u>. The warranties and representations contained herein and all other terms of this Agreement will survive and be enforceable after the Closing.

#### 5.13 Default and Remedies.

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

#### 5.14 Additional Terms.

- a) The property is being sold "As-Is" and "Where-Is" with no representations or warranties made by Sellers or Seller's agents. Buyers have had an opportunity to view and inspect the property. Buyer acknowledges that neither Seller nor its agents have made any warranties, implied or expressed, relating to the condition of the property.
- b) Buyer and Seller hereby waive the disclosure requirement of Minnesota Statute § 513.52 to 513.60 ET Seq. Buyer is purchasing the property "As-Is".
- c) The Seller certifies that there is a sealed well on the real property. Minnesota Department of Health well sealing verification is attached as Exhibit B.
- d) The previous septic system has been removed. Well and septic disclosure is attached hereto as Exhibit C. City water and sewer are available. See Subparagraph (g) below for connection charges.

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

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

- h) Buyer will comply with the grading and utility plan prepared by WHKS, Co. March 30, 2023.
- i) Seller will have WHKS & Co. confirm all corner pins are in place, and sewer and water markers are also in place.

#### 5.15 Buyer Post Closing Obligations.

- a) Buyer Construction Schedule. For purposes of these provisions, the term "Completed" will mean that a temporary certificate of occupancy has been received from the City Building and Zoning Department. Buyer agrees that the first and second two-family dwellings (four living units) will be completed no later than July 31, 2024. The third two-family dwelling (two living units) will be completed no later than December 31, 2024. A fourth and fifth two-family dwellings (four living units) will be completed no later than September 20, 2025.
- b) Security. In addition to the Purchase Price Paragraph 1.2, Buyer shall deposit with the City the sum \$25,000.00. The City may deposit these funds with the City's General Funds. The City will return the sum of \$5,000.00 per two-family dwelling completed in compliance with the above schedule. In the event Buyer does not complete the two-family dwellings as scheduled, Buyer will forfeit the sum of \$5,000.00 per two-family dwelling. Prior to retaining the forfeited sum, the City will notify Buyer 72 hours in advance of a City Council meeting where the forfeiture will be considered by the City Council.
- 5.16 <u>Restriction</u>. Buyer will not deed, transfer, or otherwise convey any of the real property contained herein until such time as a temporary Certificate of Occupancy is issued by the City Building and Zoning Department. In the event of breach by Buyer of this restriction, all remaining security described in Paragraph 5.15(b) will be forfeited to Seller. Prior to retaining the forfeited sum, the City will notify Buyer seventy-two (72) hours in advance of a City Council meeting where the forfeiture will be considered.

#### SIGNATURE PAGE TO FOLLOW

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

BUYER:

BLUFF COUNTRY, LLC

By: Mike Sexauer
Its: Member

# SELLER:

# CITY OF LA CRECENT

By: Mikel Poellinger
Its: Mayor

By: Bill Waller
Its: City Administrator

By: Angie Boettcher
Its; City Clerk

### Exhibit A

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, BLOCK 1, HORSE TRACK MEADOWS NORTH SUBDIVISION TO THE CITY OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.



#### SEALING NOTICE VERIFICATION

This is to verify that this office received a notification on 8/11/2020 that a well (Minnesota Unique Well No. H000271539) is to be sealed by GARYS PUMP AND WELL SERVICE, INC. at:

Well or Boring Location Address: 1787 COUNTY 6 LA CRESCENT 55947

Location: County Houston Township Name LA CRESCENT No. 104 Range 04 Section 09 SE SW NW

This well must be sealed in accordance with the Minnesota Rules on Wells and Borings. MDH staff may be on site to inspect the well sealing.

LACRESCENT, CITY OF C/O SHAWN WETTERLIN 315 MAIN STREET LA CRESCENT, MN 55947



La Cresent Building Permit Completed On 6/1/2020 6:36 PM EST by ChrisFortsch
La Cresent Building Permit
Inspection 1 Completed On 7/14/2020 9:05 PM EST by shawn wetterlin
Inspection for:
Demolition
Inspection for:
Inspection for other:
Review Notes:
The City owned house at 1787 County 6 was demolished on 5-29-20. septic removed and well capped by Birlon frowncrown.
Work Status
Work satisfactory: Proceed
Inspection Potes
Inspection Date:
05/28/2020
Status 1
Inspections are complete.
Email for Inspection 1 Completed On 7/14/2020 9:05 PM EST by shawn wetterlin
Click submit to send findings of inspection
Are inspections complete? Completed On 7/14/2020 9:05 PM EST by shawn wetterlin
The map contains completely compared to the contains and
Check box to finalize this permit.
Yes
169
Additional Comments:

Final Attachments

External Notes



# #3.4



TO: Honorable Mayor and City Council Members

FROM: Bill Waller, City Administrator

DATE: February 8, 2024

RE: Purchase Agreement - City Lot on Grandview

In 2019 the City of La Crescent purchased a parcel of property adjacent to Abnet Field and the La Crescent Community Arena. The City paid \$150,000 for the entire piece of property, and sold one-half of the property to Lancer Youth Hockey for \$75,000. The City purchased the property in 2019 so that it could control how the property was used in the future. A map showing the location of the property and the 2 lots is included.

Lancer Youth Hockey needs more space in the Ice Arena, and Eriah Hayes is interested in expanding the fitness area that he currently operates in the building to include equipment specific to training for hockey. Due to the need for additional space, Lancer Youth Hockey and Mr. Hayes approached the City to inquire about the possibility of buying the City lot. Mr. Hayes is proposing to build a 4,000 square foot building on the City lot. The new building will utilize a portion of the existing parking lot that also serves the Ice Arena.

In addition to operating the fitness facility, Mr. Hayes is also the High School hockey coach. We are suggesting that the City Council approve the sale of the City lot to Mr. Hayes for \$82,500.

Attached for review by the City Council is a draft purchase agreement and right of first refusal agreement between the City and Mr. Hayes. The City Attorney will review the agreements with the City Council at the meeting. The purchase agreement includes a deed restriction that will limit the use of the property in the future.

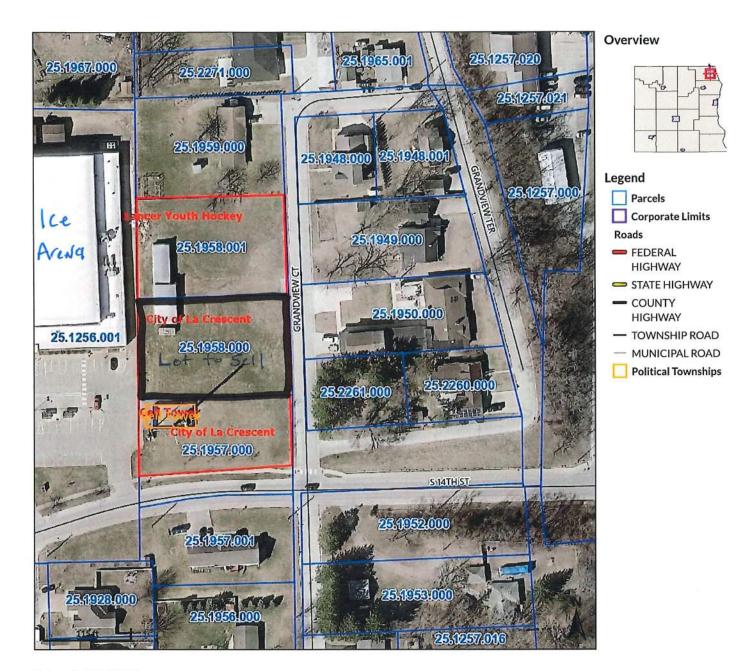
City zoning regulations will require that Mr. Hayes obtain a conditional use permit for the project. For Mr. Hayes to apply for a conditional use permit, it is necessary for him to have evidence of ownership or an interest in the property.

The City has a vested interest in the continued growth and expansion of the Ice Arena, the services that it provides to community residents, and the economic impact that the facility generates for local businesses. This expansion will serve as an economic catalyst that draws visitor and new residents to the community for the services that the facility provides.

Based on this, we believe that it is in the best interests of the City to approve the sale of the property to Mr. Hayes as proposed.

This is not presented for action at this meeting. We intend to present this item for consideration at the February 26, 2024 City Council meeting.





Date created: 12/18/2023 Last Data Uploaded: 12/15/2023 7:51:40 PM



#### PURCHASE AGREEMENT

La Crescent, MN January 30, 2024

**RECEIVED OF** Eriah Hayes the sum of One Thousand 00/100 Dollars (\$1,000.00) payable to Wieser Client Trust Account as earnest money and in part payment for the purchase of property at TBD Grandview Terrace, La Crescent situated in the County of Houston, State of Minnesota, and legally described as follows, to wit:

See Exhibit A. Parcel No. 25.1958.000

All of which property the undersigned has this day sold to the buyer for the sum of: Eighty-Two Thousand Five Hundred 00/100 Dollars (\$82,500.00) which the buyer agrees to pay in the following manner: Earnest money herein paid \$1,000.00 and \$81,500.00, cash on or before May 15, 2024, the date of closing.

The property is being sold "As-Is" and "Where-Is" with no representations or warranties made by Sellers or Seller's agents. Buyers have had an opportunity to view and inspect the property. Buyer acknowledges that neither Seller nor its agents have made any warranties, implied or expressed, relating to the condition of the property including environmental. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship; and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered. Buyer agrees that Seller shall have no liability for any claim or losses Buyer or Buyer's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the property.

#### Additional Terms:

- 1. On or before the date of closing, both Buyer and Seller shall enter into a First Right of Refusal ("FROR") in substantially the same form as attached on Exhibit B.
- 2. On or before the date of closing, Buyer shall obtain a Conditional Use Permit from the City of La Crescent along with any other zoning approvals necessary for Buyer's intended use.
- 3. At the time of closing, the contemplated deed will contain the following restrictions relating to future use:
  - A. The legally described premsises contained herein shall only be utilized for uses that are accessory and complimentary to the underlying uses for the real property described on Exhibit A for parcel no. 25.1256.001 as determined by the City of La Crescent.
- 4. The real property described herein currently does not pay real estate taxes. Buyer is to contact Houston County Assessor for futurer tax obligations.
- 5. Buyer will be solely responsible for water and sewer connect charges. Estimates are as follows:

Water \$1,000.00 Sewer/La Crescent \$1,255.00 Sewer/La Crosse \$ TBD

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

termination or (2) in lieu of terminating this Agreement, Buyer may maintain a suit for specific performance of this Agreement.

Subject to performance by the buyer the seller agrees to execute and deliver a general Warranty Deed (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions:

- a. Building and zoning laws, ordinances, State and Federal regulations.
- b. Restrictions relating to use or improvement of premises without effective forfeiture provision.
- c. Reservation of any minerals or mineral rights to the State of Minnesota.
- d. Utility and drainage easements which do not interfere with present improvements.
- e. Rights of tenants as follows: (unless specified not subject to tenancies).

Neither the seller nor seller's agent make any representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed against the property subsequent to the date of purchase.

The Seller further agrees to deliver possession not later than the date of closing provided that all conditions of this agreement have been complied with.

In the event this property is destroyed or substantially damaged by fire or any other cause before the closing date, this agreement shall become null and void at the purchaser's option, and all monies paid hereunder shall be refunded to him.

The buyer and seller also mutually agree that pro rata adjustments of rents, interest, insurance and city water, fuel, and, in the case of income property, current operating expenses, shall be made as of date of possession.

As quickly as possible after final acceptance date of this Purchase Agreement:

(Check one of the following):

- a. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property if in Seller's possession or control, to Buyer or Buyer's designated title service provider; and
- b. Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.

If said title is not marketable and is not made so within One Hundred Twenty (120) days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of the buyer, and neither principal shall be liable for damages hereunder to the other principal. All money theretofore paid by the buyer shall be refunded. If the title to said property be found marketable or be so made within said time, and said buyer shall default in any of the agreements, then, and in that case the seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by said seller and said agent as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

This contract contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations agreement or understandings not set forth herein, whether made by any agent or party hereto.

Buyer further acknowledges that, in signing this purchase agreement, buyer relies solely upon personal inspection of the premises and upon the statements contained in the attached addendum, if any.

All references to "Seller" in this Purchase Agreement hereby include "Sellers" where there are multiple Sellers.

All references to "Buyer" in this Purchase Agreement hereby include "Buyers" when there are multiple Buyers.

# WELL DISCLOSURE Sellers certifies that Sellers do not know of any wells on the real property. Wells on the real property are disclosed by Sellers on the attached Well Disclosure form

### SEWAGE TREATMENT SYSTEM DISCLOSURE

(Check	either A.	A or B:) Sellers certify that sewage generated at the p	roperty goes to a facility permitted by the Minnesota		
	В.	Pollution Control Agency (for example, a cit Sellers certify that sewage generated at the p Minnesota Pollution Control Agency and Sel System is attached (attach form).	y or municipal system). roperty does not go to a facility permitted by the ler's Disclosure of Individual Sewage Treatment		
(Check	either C.	C or D:) Sellers do not know if there is an abandoned	individual sewage treatment system on the property.		
	D.	Sellers know that there (strike one:) are / are on the property. If sellers disclose the existe system on the property, then Minnesota law	no abandoned individual sewage treatment systems note of an abandoned individual sewage treatment requires that the location of the system be disclosed osure of Individual Sewage Treatment System with		
The de	livery o Walnut	of all papers and monies shall be made at the Street, Suite 200, La Crescent, Minnesota 55	Office of the Buyer's bank or Wieser Law Office, 33 947.		
Buyers	hereb	ned Sellers do hereby approve the above agrey agree to purchase the said property for the conditions herein expressed.	tement and the sale thereby made. The undersigned are price and upon the terms above mentioned, and		
SELLI	ERS:		BUYERS:		
Mikel	Poellin	ger, Mayor	Eriah Hayes		
Bill W	aller, C	City Administraor			
	WAIVER OF DISCLOSURE				
BUYE STAT	R ANI UTE §	D SELLER HEREBY WAIVE THE DISCI 513.52 TO 513.60 <u>ET SEQ</u> . BUYER IS PU	OSURE REQUIREMENT OF MINNESOTA RCHASING THE PROPERTY "AS-IS."		
SELLI	ERS:		BUYERS:		
Mikel	Poellin	ger, Mayor	Eriah Hayes		
Bill W	aller C	Pity Administraor			

THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

# RIGHT OF FIRST REFUSAL AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT (the "Agreement") is entered into effective as of \_\_\_\_\_\_\_, 2024 by and between Eriah Hayes, (the "Seller), and City of La Crescent, a Minnesota municipal corporation, (the "Buyer").

#### WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain real property situated in the County of Houston, State of Minnesota (the "Premises") legally described as follows:

See Exhibit "A"

WHEREAS, Buyer desires to secure an exclusive Right of First Refusal to purchase the Premises upon the terms and provisions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained in this Agreement, Buyer and Seller agree as follows:

- 1. <u>Definitions.</u> For purposes of this Agreement, the following terms shall have the following meanings:
  - 1.1. "Execution Date" shall mean the day upon which the last party to sign this Agreement duly executes this Agreement.
  - 1.2. "Right of First Refusal Fee" shall mean the amount paid by Buyer pursuant to paragraph 3 below.
  - 1.3. "Offer Date" means the date upon which Buyer receives notice from Seller of its intent to sell the Premises.
  - 1.4. "Exercise Date" shall mean that date upon which Buyer sends it written notice to Seller exercising its Purchase Right.
- 2. <u>Grant of Right of First Refusal</u>. Seller grants to Buyer the right of first refusal and privilege ("Purchase Right") to purchase the Premises upon the terms and conditions contained in this Agreement.
- 3. Payment of Right of First Refusal Fee. Buyer agrees to pay Seller a Right of First Refusal Fee in the amount of One 00/100 Dollars (\$1.00) within five (5) business days of the Execution Date. If Buyer exercises the Purchase Right, said Fee will be applied to the Earnest Money due under the purchase and sale agreement.
  - 4. Offer of Right of First Refusal to Buyer. In the event Seller receives at any time,

or from time to time, a bonafide offer from a third party to purchase the Premises ("Third Party Offer"), and Seller decides to sell the Premises under the terms of such offer, Seller agrees that it first shall give notice promptly to Buyer. The notice shall be in writing and shall include a copy of the purchase agreement executed by Seller and the third party and any addenda thereto. Seller shall notify all third parties seeking to purchase the Premises of Buyer's Purchase Right. Seller agrees that during the Term it will accept only Third Party Offers for the entire Premises where the purchase price is for cash consideration only.

- 5. <u>Exercise of Purchase Right</u>. Buyer may exercise its Purchase Right at any time within thirty (30) days of the Offer Date by sending written notice of exercise to Seller.
- 6. <u>Contract for Purchase and Sale of Real Property</u>. In the event Buyer exercises its Purchase Right as provided in this Agreement, Seller and Buyer shall enter into a purchase agreement within twenty (20) days of the Exercise Date on substantially the terms disclosed in the Third Party Offer, and Buyer shall deposit the Earnest Money provided for in such agreement.
- Right within said thirty (30) day period, Seller shall be entitled to retain the Right of First Refusal Fee and sell the Premises to the third party making the offer under the same terms and conditions and at the same price as initially set forth in the Third Party Offer as presented to Buyer. If in the event that Buyer, their heirs and assigns, elect not to exercise this first right of refusal or do not respond to the Offer within thirty (30) days, the Seller shall have the right to prove conclusively by Affidavit evidence that he has complied with the terms of this first right of refusal and that the Buyer, their heirs and assigns, have elected not to exercise this first right of refusal. Such Affidavit shall be conclusive evidence that the first right of refusal at that time no longer is in effect.
- 8. <u>Default by Seller, Remedies of Buyer</u>. If Seller fails to perform its obligations under this Agreement, Buyer shall be entitled to either sue for specific performance or terminate this Agreement and sue for money damages. Upon execution by the parties of the purchase agreement, their respective rights and remedies shall be as provided in that agreement.
- 9. <u>Execution by Both Parties</u>. This Agreement shall not become effective and binding until fully executed by both Buyer and Seller.
- 10. <u>Notices.</u> All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such deliver is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to Buyer: City of La Crescent 318 Main Street

La Crescent, MN 55947

w/copy to: Wieser Law Office, P.C.

Attn: Al "Skip" Wieser, III

33 South Walnut Street, Suite 200

La Crescent, MN 55947

If to Seller: Eriah Hayes

1165 Tschumper Road La Crescent, MN 55947

Any notice given by mail shall be deemed given when deposited in the U.S. mail. Any notice given by overnight courier service shall be deemed given when deposited with such service.

- 11. <u>Governing Law.</u> The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of the State of Minnesota.
- 12. <u>Successors and Assigns.</u> This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties to this Agreement and their respective heirs, successors, and/or assigns.
- 13. Entire Agreement. This Agreement (including all addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms, and all prior negotiations and agreements relating to the subject matter of this Agreement are merged herein. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Buyer.
- 14. <u>Recording of Agreement</u>. Either party may record this Agreement at its sole expense.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BUYER	
Eriah Hayes	water and the same
STATE OF MINNESOTA ) ) ss. COUNTY OF HOUSTON )	
The foregoing instrument was acknowledged before me this day, 2024, by Eriah Hayes, personally appearing.	of
Notary Public	

	SELLER
	Mike Poellinger, Mayor
	Bill Waller, City Administrator
STATE OF MINNESOTA ) ) ss. COUNTY OF HOUSTON )	
	ecknowledged before me this day of Poellinger as Mayor and Bill Waller as City personally appearing.
Notary Public	

DRAFTED BY: Attorney Al Wieser, III Wieser Law Office, P.C. 33 South Walnut St., Suite 200 La Crescent, MN 55947

#### Exhibit A

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED PROPERTY:

STARTING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15) IN TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE FOUR (4) WEST RUNNING THENCE WEST 866 FEET TO AN IRON PIPE, THENCE SOUTH 8° 30' EAST 434 FEET TO AN IRON PIPE, THENCE WEST 189.5 FEET, THENCE SOUTH 127.2 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 254.4 FEET, THENCE WEST 200 FEET, THENCE NORTH 254.4 FEET, THENCE EAST 200 FEET TO THE PLACE OF BEGINNING.

INTENDING HEREBY TO DESCRIBE LOT FIFTEEN (15) OF THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION FIFTEEN OF THE PLAT DATED MAY 4, 1950 FROM SURVEY MADE BY ROBERT R. HENRY FOR THOMAS MCCAFFREY, TOGETHER WITH AN EASEMENT AS DESCRIBED IN DEED DATED DECEMBER 24, 2019, RECORDED AS DOCUMENT NO. 296708 IN THE OFFICE OF THE HOUSTON COUNTY RECORDER.



#### MEMORANDUM

TO:

Mayor, City Council Members

FROM:

Larry Kirch, Community Development Director

DATE:

February 12, 2024

SUBJECT:

Council Direction on USDA Rural Development (RD) Funding Opportunities for

Community Facilities

At the special meeting of the City Council on January 29<sup>th</sup>, the council and public were presented with an update on the progress that the city has made in long range planning for new Public Safety, Library/City Hall buildings. One of the funding options for the city is the USDA Rural Development program.

City staff is requesting that the council make a motion to have the city proceed with an "initial customer meeting" with the USDA RD staff to gain further information about the USDA RD Community Facilities loan program and process, City staff would report back to the council on the results of the initial customer meeting.

If the council determines that the city should continue moving the project forward through the USDA, the next step would be to secure the services of an Architect through a Request for Qualifications (RFQ). The selected Architect along with the city's financial advisors would assist the city through the formal pre-application process.



FROM: Bill Waller, City Administrator

DATE: February 8, 2024

RE: Personnel Committee Recommendation

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

 On February 21, 2024, Amy Jore will have completed her six-month probationary period as the City's Accountant. The Personnel Committee is recommending that effective February 21, 2024, Ms. Jore's probationary status be removed, and that she be classified as the City's Accountant. A letter from the Finance Director regarding the recommendation is included.



FROM: Kara Tarrence, Finance Director

DATE: February 8, 2024

RE: Finance Department Personnel Recommendation

In August of 2023 City Council approved the hiring of Amy Jore as Accountant with the City of La Crescent with a six-month probationary period. On February 21, 2024 Amy will have completed her probation.

Amy has been a wonderful addition to our City staff. She has proven to be a dependable, hardworking, and efficient employee. She is detail oriented and proactive in her work. Over the past 6 months Amy has learned several job duties, which has not only made her an asset for the finance department but has also shown that she is an invaluable employee to the City of La Crescent. She has a willingness to learn new tasks which will be beneficial in the future. Beyond that, her personality and sense of humor have been an appreciated attribute in our office.

It is my recommendation that effective February 21, 2024, Amy Jore be removed from probationary status and be classified as the City's Accountant.



FROM: Bill Waller, City Administrator

DATE: February 8, 2024 RE: Authorize Expenditures

We are suggesting that the City Council approve the following expenditures:

- 1. The replacement of the door hardware at the La Crescent Public Library for \$2,295. We are suggesting that \$1,695, the balance of the expenditure beyond the funds that are included in the library's 2024 budget, come from the discretionary portion of the City Councils 2024 general fund budget. A memo from the Library Director regarding this expenditure is included.
- 2. The replacement of 3 garage door openers at the Fire Department with new commercial grade openers that include a battery backup at a cost of \$5,535. A memo from the Fire Chief regarding this expenditure is included. The La Crescent Community Fire Cooperative has reviewed and is recommending proceeding with this expenditure.
- 3. The purchase of 30 trees for \$6,605 for the City's 2024 Arbor Day tree planting project. A memo from the Public Works Director regarding this expenditure is included.
- 4. The purchase of a new snowplow from Universal Equipment for \$6,153. A memo from the Public Works Director regarding this expenditure is included.



# LA CRESCENT PUBLIC LIBRARY

# 321 MAIN ST., LA CRESCENT, MN 55947 PHONE (507)895-4047 FAX (507)895-7153

February 6, 2024

Mayor Mike Poellinger City Council Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, and Dale Williams 315 Main St. La Crescent, MN 55947

Dear Mayor Poellinger and City Council Members,

Toward the end of last year, the library staff and maintenance team began having difficulty in operating the push bar locks on our front doors. Parts were switched out with the inner doors to borrow some time, but eventually the locking mechanisms across all the doors stripped down and no longer worked. For several days, we were only able to use a custom metal clamp that would hold the doors open while we were open to the public.

In order to be able to lock and secure our building after hours, new parts were ordered to replace the old push bar locks which are unable to be fixed anymore as they are no longer made. The cost for two push bar replacements and parts is estimated to be \$2,295.00.

The library staff is asking for the city's support and financial aid to cover the cost of the necessary repair to the library building as a city department. In our 2024 annual budget, our repair/maintenance line was approved for \$600, which does not cover the full amount of this necessary repair. In an act of good faith, we will pay the \$600 we have available in our 2024 budget toward this cost, and would appreciate if the city could find funding to support the remaining cost of this repair as it would create a hardship for the library if we had to cut funding elsewhere to account for it.

As of the end of year 2023, the library has monitored its spending accordingly, erasing all previous debts with the city. We will continue to spend frugally and focus our funds where they count most, back into our community through our collections, services, and programs.

Thank you for your consideration,

Jess Witkins

Library Director



## La Crescent Fire/Rescue

Date: 01-25-24

To: Bill Waller, City Administrator Subject: Door Openers for Fire Station

From: Fire Chief, Tom Paulson

We are requesting permission to begin the process of replacing garage door openers at the fire station. The current openers date back to when the station was built in the late 1980's. Currently, when the station has a loss of power, the safety latch has to be manually released and the doors manually opened. This presents a huge safety issue during the process as the 14 foot insulated doors are fairly heavy and the safety latch release mechanism can be rather cumbersome to release.

We have obtained a quote to replace the openers with new commercial grade openers with battery backup that would eliminate the need to manually open the doors. The proposed plan would be to replace three openers this year with funds coming out of the current years operating budget and the remaining three openers next year with funds coming out of next years operating budget. The estimated cost per year would be \$5,535.00 with a total of \$11,070.00

Thank you for your consideration and support.

Sincerely,

Tom Paulson Fire Chief

La Crescent Fire Department



FROM: Tyler Benish, Public Works Director

DATE: February 7<sup>th</sup>, 2024

RE: Authorize Expenditure- Arbor Day trees

The City of La Crescent has received a proposal from Hoffman and Mc Namara to provide and deliver thirty (30) trees that will be planted for Arbor Day on April 26<sup>th</sup> 2024. Hoffman and McNamara has provided the City with quality trees for over a decade.

The quote includes thirty (30), 15-gallon container of 6 different varieties at a price of \$6,605.00:

Common Hackberry Skyline Honey Locust Bur Oak Northern Red Oak Accolade Elm Princeton Elm

There are funds in the 2024 general fund for this expenditure.

The trees will be planted by community volunteers and city maintenance staff at the city owned property along South 7<sup>th</sup> street and Wieser Park.

We would suggest that the City Council accept the proposal submitted by Hoffman and McNamara.



FROM: Tyler Benish, Public Works Director

DATE: February 7<sup>th</sup>, 2024

RE: Authorize Expenditure - snow plow

The City of La Crescent has a 2014 Ford 450 that is used for snow removal, it utilizes a Hiniker V-plow to remove snow from alleys, sidewalks, parking lots and other areas. The plow has had repairs by staff in previous years, but is in need of major repairs. The City of La Crescent has received a quote from Universal Equipment for \$4220.74, to supply parts for the repair. We would also need approximately another \$200 in hardware for the repairs.

The City of La Crescent has also received a quote from Universal Equipment for a new 9-foot straight plow for \$6153. The plow would use existing mounts and hardware, as well as have the ability to operate on the city's Chevy 2500 Silverado.

The City has funds in the 2022 capital equipment certificate to pay for the new plow.

We would recommend the city accept the quote for the new 9-foot plow and authorize the sale of the existing plow on Minnbid, State of Minnesota surplus auction.

#3.8



TO: Honorable Mayor and City Council Members

FROM: Bill Waller, City Administrator

DATE: February 8, 2024

RE: Authorize Expenditures of Public Safety Aid Funds

Attached for review and consideration by the City Council is a summary of items to be purchased with a portion of the public safety aid funds that the City received in 2023. The list has been prepared cooperatively by the Chiefs of the La Crescent Police and Fire Departments. The La Crescent Community Fire Cooperative has reviewed and is recommending proceeding with the expenditures as proposed.

In order to proceed, we would suggest that the City Council approve the expenditures as presented.

# CITY OF LA CRESCENT



# Police Department Fire Department

Chief Luke M. Ahlschlager Chief Tom Paulson



January 24, 2024

Honorable Mayor and City Council Members City Administrator Bill Waller

## RE: Public Safety Aid (PSA) - Police & Fire

The 2023 omnibus tax bill included \$210 million in one-time public safety aid that was distributed on December 26, 2023, to cities across the state. Unlike local government aid, this aid cannot be used for general purposes, but instead must be used to "provide public safety."

La Crescent was allocated \$233,374 we propose using funds from the Public Safety Aid package which the City of La Crescent received in late December, 2023 for the following expenditures:

1.	9- Motorola APX 6000 Portable Radios (LCFD)	\$30,600.00
2.	Fire Marshal Vehicle Upfit (LCFD)	\$30,000.00
3.	4- Verkada Cameras   City Camera Expansion (Fire Dept/City Assets)	\$25,000.00
4.	Central Square   Records Management System (LCPD & LCFD)	\$25,000.00
5.	8- Seek Fire Pro X thermal imaging cams x2 charging stations (LCFD)	\$10,000.00
6.	18- Motorola Minitor VI Pagers (LCFD)	\$8,100.00
7.	2- Panasonic Toughbooks & x2 office docking stations (LCPD)	\$6,000.00
8.	Fire Department Fitness Room Upgrade (LCPD & LCFD)	\$5,000.00
9.	3- Ipads Fire Marshal   Inspections & 1870 vehicle (LCFD)	\$3,750.00

# CITY OF LA CRESCENT

# Police Department

# Fire Department

Chief Luke M. Ahlschlager Chief Tom Paulson

TOTAL-

\$143,450.00

# Previously approved PSA expenditures

1. Reservoir Sit Siren (LCPD & LCFD)

\$25,898.00

2. Tesla (P-24 Squad) Upfit (LCPD)

\$30,000.00

TOTAL REMAINING-

\$34,776.00

Thank you for your time and consideration.

Sincerely,

Luke Ahlschlager

Chief of Police

Josh Tarrence

Fire Marshal



FROM: Angie Boettcher, City Clerk

DATE: 1/30/2024

SUBJECT: Arbor Day Proclamation

Attached for review and consideration by the City Council is the 2024 Arbor Day Proclamation. We would suggest that the City Council adopt the proclamation.

The City's 2024 Arbor Day event will include the planting of one hundred thirty-five (135) trees total at locations throughout the city.

For City Council information, the City's 2023 Tree City USA application is still in the review process.



\*\*\*\*\*\*\*\*\*

- WHEREAS: Trees and forest soils keep our lakes and streams clean by absorbing and filtering pollutants and sediments; and
- WHEREAS: Forest soils prevent flooding and reduce storm water by capturing and storing rainwater and snowmelt, which is then slowly released to our lakes, streams, and groundwater; and
- WHEREAS: Careful management of our forests is one of the best ways to protect drinking water and reduce the cost of water treatment; and
- WHEREAS: Sound management of forested public lands surrounding the Mississippi River ensures clean drinking water for more than one million Minnesotans: and
- WHEREAS: About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and
- WHEREAS: Planting trees is a natural and easy way to keep our water clean; and
- WHEREAS: The last Friday in April, and throughout the month of May, Minnesotans pay special tribute to our trees as natural resources and rededicate ourselves to the vitality of our forests.

NOW, THEREFORE, I, Mike Poellinger, Mayor of the City of La Crescent, Minnesota, do hereby proclaim April 26, 2024, as

# **Arbor Day**

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

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

Dated this 12th day of February in the year 2024.

Mayor	

**\*\*\*\*\*\*\*** 

#3.10

#### **RESOLUTION NO. 02-24-07**

#### RESOLUTION APPOINTING ELECTION JUDGES FOR 2024 ELECTIONS

Be it resolved by the City Council of the City of La Crescent as follows:

To serve from 7:00 AM to 8:00 PM

1. The persons below named are hereby appointed judges for the 2024 elections to be
held in the City of La Crescent on March 5, 2024. The judges appointed, the chairperson of the
election board of each precinct designated and precinct and voting are as following:
A. First PrecinctCommunity Building

Deb Oliver, Chair

Rose Albrecht

Jan Schild

Catherine Acevedo

Mike Trnka

Dean Bergstrom

Ann Northrup

Lisa Docken

To serve from 7:00 AM to 8:00 PM

Katie Jensen, Chair

Judy Lehmann

Suzanne Harm

Rosanne Buehler

Judy Flaten

Tom Curran

Janna Dziak-Morken

C. Third Precinct......Ice Arena

To serve from 7:00 AM to 8:00 PM

Carolynn Devine, Chair

Ricardo Acevedo

Sue Klemp

Heidi Kerska

ADOPTED this 12<sup>th</sup> day of February, 2024.

	SIGNED:	
	Mayor	
ATTEST:		
City Clerk		



#### MEMORANDUM

TO:

Mayor, City Council Members

FROM:

Larry Kirch, Community Development Director

DATE:

February 12, 2024

SUBJECT:

Public Participation Plan for MnDEED Small Cities Development Program

Application - Walnut Street Streetscaping Project

The city submitted a preliminary application for Federal Community Development Block Grant (CDBG) funds through the Minnesota Department of Employment an Economic Development (MnDEED) through the Small Cities Development Program (SCDP). The city application was reviewed favorably and was authorized to submit a Full Application by the April 17<sup>th</sup>, 2024 deadline. Several steps are required in order to comply with the program requirements including actively seeking public input on the city's eventual application. The city must adopt a public participation plan that spells out the process for obtaining public input. Attached for your consideration is a public participation plan. The plan format was developed by MnDEED and is found on the SCDP website. City staff used the model template from MnDEED to customize it for the City of La Crescent use.

Saff is requesting that the city approve, by motion, the Public Participation Plan and schedule a public hearing on Monday, March 11, 2024 at 5:30 p.m. City staff will post a public hearing notice of the public hearing.

The following must be reviewed and/or discussed at the public hearing:

- a. Citizen input on identifying community development and housing needs of the community; including the needs of very low- and low-income persons.
- b. Proposed SCDP activities within the application and the benefiting location(s).
- c. Overall costs and project financing.
- d. Implementation schedule.
- e. Past performance of staff proposed to carry out the project.
- f. Compliance with historic requirements.
- g. Include whether there are or may be historic or potential historic buildings in the project area and how the community intends to address compliance with federal regulations governing historic properties.

The council will receive the public input and then vote to approve or modify the proposed project and use of funds. The council will also consider a resolution designating a Slum/Blight Area (for Commercial or Streetscape using Slum and Blight as the national objective) for the project on March 11<sup>th</sup>.

# City of La Crescent Small Cities Development Program Citizen Participation Plan

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of La Crescent, Minnesota (hereinafter referred to as the Applicant), particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are encouraged to participate in the planning and implementation of CDBG-funded activities.

#### **Public Hearing**

A public hearing or public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State of Minnesota, the Applicant will need to conduct at least one public hearing to identify community development and housing needs, including the needs of very low and low income persons, as well as other needs in the community that might be addressed through the CDBG program. At the hearing, the Applicant must also, at minimum, review the proposed CDBG activities, their benefiting location(s), overall cost and proposed financing, and the implementation schedule. In addition, the past performance of the Applicant in carrying out CDBG responsibilities should be reviewed. Compliance with historic requirements of the CDBG program must be discussed, including whether there are/may be any historic or potentially historic buildings in the target area, and how the Applicant intends to address compliance with federal regulations governing the "Protection of Historic Properties."

Formal notice of the public hearing must be provided, which follows the posting/publication requirement(s) of the Applicant. A public notice will also be posted in places frequented by the public, especially low and moderate income persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the Applicant determine necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and in locations convenient to potential and actual beneficiaries and with accommodation for the handicapped. In case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present. Citizens must be provided the opportunity to comment upon the original Citizen Participation Plan and on substantial amendments to it, or to the activities for which CDBG funds will be used.

#### **Public Information and Records**

Information and records regarding the proposed and past use of CDBG funds will be available at the La Crescent City Hall 315 Main Street, La Crescent, Minnesota during regular office hours. The public will be so informed of this by public notice. Special communication aids can be made available to persons upon request.

### **Written Comments and Response**

The Applicant will respond to written complaints and grievances, in writing, in a timely manner. When at all possible, such written responses shall be made within fifteen (15) working days. Applicant Signature of Chief Elected Official of Applicant Date

#6.1

TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: January 26th, 2024

RE: MnCEE and Xcel Smart Thermostat Program

The Minnesota Center for Energy and Environment offers a no cost smart thermostat program. The city took advantage of this program in 2023. MnCEE installed six Ecobee Smart thermostats in city hall and the community building/fire station. Each of the thermostats is valued at \$150. The city will receive an annual \$25 bill credit from Xcel for both premises under the smart thermostat program. By adding programable thermostats, the city is now able to save significant costs on energy. These savings come from the ability to setback the building HVAC systems at night during both the cooling and heating seasons. By installing programable thermostats, the city will reduce emissions as well.

#6.2

**TO:** Community Fire Cooperative Members

FROM: Bill Waller, City Administrator

DATE: February 6, 2024 RE: Meeting Minutes February 5, 2024

The La Crescent Community Fire Cooperative met at 12:00 noon, on Monday, February 5, 2024, in the Conference Room at the La Crescent City Hall. The following members were present: Tom Tornstrom, Cherryl Jostad, Tom Paulson, Mike Poellinger, Roy Lemke, and Bill Waller. Also in attendance were Kara Tarrence, Angie Boettcher and Josh Tarrence.

- 1. It was the consensus of the Cooperative to approve the minutes of the October 31, 2023 meeting of the Community Fire Cooperative as presented.
- 2. The Fire Chief provided a summary report to the Cooperative on call volumes in 2023, and reviewed recent hiring and the increase of staff to respond to day time calls. This was informational and did not require action.
- 3. The Cooperative reviewed a request to purchase three new commercial grade garage door openers that include a battery backup which will eliminate the need to manually open the doors during power outages. It was the consensus of the Fire Cooperative to recommend approval of the purchase, utilizing funds in the 2024 Fire Department budget.
- 4. The Cooperative reviewed a summary of proposed expenditures for both the Police and Fire Departments utilizing the public safety aid that the City received in December of 2023. It was the consensus of the Fire Cooperative to recommend approval of the expenditures of public safety funds as requested.
- 5. The Cooperative was updated on the City's designation as a Heart Safe City, and the recommendation to purchase new aed's. It was the consensus of the Fire Cooperative to recommend proceeding with the purchase of new aed's utilizing funds from the 2024 Fire Department budget, along with the possibility of grant funds to offset a portion of the overall project cost.
- 6. City staff reviewed with the Cooperative preliminary conceptual plans for a new Police/Emergency Operations Center and new City Hall/Public Library building. This was informational and did not require action by the Fire Cooperative.
- 7. There being no further business to discuss, the meeting was adjourned at approximately 12:55 p.m.