CITY OF LA CRESCENT

AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
April 13, 2026
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 – MARCH 23, 2026
1.2 MINUTES – MARCH 26,2026
1.3 BILLS PAYABLE THROUGH APRIL 10, 2026

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

3.1 2025 ANNUAL LIBRARY REPORT
3.2 SUMMER READING PROGRAM REQUEST- LIBRARY
3.3 LA CRESCENT LIVE- UPDATE AND 2026 CONCERT SERIES REQUEST
3.4 NATIVE LANDSCAPE ORDINANCE
3.5 SOUTHEAST MINNESOTA SMALL TOWN ENERGY EFFICIENCY AND CONSERVATION PLANNING GRANT AGREEMENT
3.6 SERVICE AGREMENT- MICHEALS ENERGY-ENERGY EFFICIENCY AND CONSERVATION PLANNING
3.7 ARBOR DAY PROCLAMATION
3.8 AUTHORIZE EXPENITURE- 2026 TREE PLANTING
3.9 VOLUNTEER FIRE ASSISTANCE GRANT AGREEMENT
3.10 FIRE DEPARTMENT PRESENTATION
3.11 PERSONNEL COMMITTEE RECOMMENDATION
3.12 WIESER MEMORIAL PARK- OUTDOOR RECREATION GRANT PROJECT33
3.13 TIF DISTRICT 1-9 REVENUE NOTE- 31 SOUTH WALNUT STREET
3.14 ISD 300- POSITVE IMPACT TEAM REQUEST
3.15 LETTER OF SUPPORT- BASICS ACT
3.16 NEWSPAPER REVIEW

3.17 CIGARETTE/TOBACCO LICENSE APPLICATION
3.18 DISCUSSION TOPIC- CIGARETTE/TOBACCO LICENSE
3.19 DISCUSSION TOPIC- LOCAL OPTION SALES TAX
3.20 AUTHORIZE EXPENDITURE- TREE REMOVAL WALNUT STREET
3.21 AUTHORIZE EXPENDITURE- GOLF CARTS

4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 PARK AND RECREATION COMMISSION MINUTES-4/6/2026
6.2 EXPLORE LACROSSE- FEBRUARY 2026 MINUTES
6.3 EXPLORE LACROSSE- MARCH AGENDA
6.4 GOLF COMMISSION MINUTES- 3/25/2026

7. CORRESPONDENCE

7.1

8. HOUSTON COUNTY

8.1

9. CHAMBER OF COMMERCE

9.1

10 ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MARCH 23, 2026

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of March was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, March 23, 2026.

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

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 – MARCH 9, 2026
1.3 BILLS PAYABLE THROUGH – MARCH 20, 2026

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 2 – PUBLIC HEARING- 5:00 P.M. – MnDEED Small Cities Development Grant – Walnut Street Streetscaping Project

At 5:00 pm Mayor Poellinger recessed the regular City Council meeting for a Public Hearing on the MnDEED Small Cities Development Grant, Walnut Streetscaping project. Community Development Director Larry Kirch (via Teams Meeting) reviewed with City Council that the purpose of the public hearing is to hear any additional public comments or concerns about the Walnut Street Reconstruction and Complete Streets project. There were no questions from the public.

At 5:08 pm Mayor Poellinger closed the public hearing and reconvened the regular City Council meeting.

ITEM 3.1 – ACTIVE TRANSPORTATION PLAN

Sustainability Coordinator Jason Ludwigson and Erin Daly Davenport from Alta (via Teams Meeting) reviewed the draft Active Transportation Plan with City Council. This item was informational only. No action was required.

ITEM 3.2 – APPROVE PLANS & SPECIFICATIONS/AUTHORIZE TO ADVERTIZE FOR BID – WALNUT STREET

City Engineer Tim Hruska reviewed the Walnut Street Reconstruction plan with City Council. The project consists of the reconstruction of Walnut Street from South 3rd Street to North 4th Street, the north half of North 4th from the Walnut Street intersection to east of Walnut Place. The project includes utility replacement, streetscaping amenities, street lighting, the continuation of the future MnDOT trail connection north of South 3rd Street to Veterans Park and a trail connection from Veterans Park to Park Street. The engineering estimate for this project is $5,300,000. Funding for the project is as follows:

LRIP	$1,500,000
Federal Funds – Small Cities	$600,000
MSAS	$900,000
ARPA Funds – Watermain	$200,000
Street Reconstruction/Utility Revenue Bonds	$2,100,000

It was recommended that City Council approve the plans and specifications and Advertisement for Bids.

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

MOTION TO APPROVE THE WALNUT STREET RECONSTRUCTION PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS.

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

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

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

ITEM 3.3 – RESOLUTION – MINNESOTA PUBLIC FACILITIES – LEAD SERVICE LINE REPLACEMENT

City Engineer Tim Hruska reviewed with City Council that in January of 2026 the City received a grant for $1,000,000 to replace approximately forty lead and galvanized water services. This is a continuation of the work to identify lead water service lines that started in 2024. City Council reviewed a resolution approving an application to the Minnesota Public Facilities Authority (PFA) for a loan and/or grant to complete the funding approval process. It was recommended that City Council adopt the resolution as presented. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 03-26-08

RESOLUTION APPROVING AN APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY FOR A LOAN AND/OR GRANT FROM THE DRINKING WATER REVOLVING FUND FOR A LEAD SERVICE LINE REPLACEMENT PROJECT

BE IT RESOLVED, that the City of La Crescent is hereby applying to the Minnesota Public Facilities Authority for a loan and/or grant from the Drinking Water Revolving Fund for lead service line replacement project as described in the application.

BE IT FURTHER RESOLVED, that the City of La Crescent estimates the MPFA-Financed amount to be $1,000,000 or the as-bid cost of the project.

BE IT FURTHER RESOLVED, that the City of La Crescent has the legal authority to apply for the loan and/or grant, and the financial, technical, and managerial capacity to repay the loan and ensure proper construction, operation and maintenance of the project for its design life.

I CERTIFY THAT, the above resolution was adopted by the City of La Crescent on March 23, 2026.

Signed: _____ Witnessed: _____

Name: _____ Name: _____

Title: _____ Title: _____

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

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

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

ITEM 3.4 – APPROVE AGREEMENT – MEYER TIMBER SERVICE-CPL GRANT

Sustainability Coordinator Jason Ludwigson reviewed a service agreement between the City of La Crescent and Meyer Timber Services with City Council. The City of La Crescent was awarded an expedited Conservation Partners Legacy grant by the MnDNR to complete invasive species removal in Stoney Point. The City has approximately 224 acres of bluffland park. With the grant funds the contractor will be able to complete invasive species removal of buckthorn, non-native bush honeysuckle, and round leaf bittersweet on 44 combined acres in Stoney Point and Vetsch Park. The work will take place in 2026, 2027, and 2028. The grant award is for $50,000 and the service agreement with Meyer Timber Services is for $46,500. It was recommended that City Council approve the agreement. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND MEYER TIMBER SERVICES FOR THE REMOVAL OF BUCKTHORN, NON-NATIVE BUSH HONEYSUCKLE, AND ROUND LEAF BITTERSWEET ON 44 COMBINED ACRES IN STONEY POINT AND VETSCH PARK WITH THE FUNDS COMING FROM THE CONSERVATION PARTNERS LEGACY GRANT THROUGH MNDNR.

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

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

Dale Williams	Yes
Mayor Poellinger	Yes

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

ITEM 3.5 – LEASE AGREEMENT – HEALTHY COMMUNITY PARTNERSHIP

Interim City Administrator Tyler Benish reviewed with City Council for approval a six-month lease agreement from May 1, 2026, through October 31, 2026, with the La Crescent Area Healthy Community Partnership (HCP) for the house that the City owns at 333 Main Street. The City has leased the property to HCP since 2016. It was recommended that City Council approve the lease agreement. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE SIX-MONTH LEASE AGREEMENT WITH THE LA CRESCENT AREA HEALTHY COMMUNITY PARTNERSHIP (HCP) FOR THE CITY-OWNED HOUSE LOCATED AT 333 MAIN STREET FROM MAY 1, 2026, THROUGH OCTOBER 31, 2026.

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

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

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

ITEM 3.6 – ROTARY REQUEST – APPLE BLOSSOM BIKE TOUR

City Council reviewed a letter from Police Chief Luke Ahlschlager regarding the 13th annual Apple Blossom Bicycle Tour sponsored by the La Crescent Rotary Club. The event is scheduled for Saturday, August 15, 2026, beginning at 7:45 a.m. The organizers are requesting police assistance for traffic control at the intersection of Veterans Parkway and North 4th Street from 7:45 a.m. to 8:30 a.m. Additional requests include four picnic tables and two garbage cans to be placed in the area between the parking lot and the playground on the far-left side of the Event Center Parking lot by 10:00 a.m. It was recommended that City Council approve the event requests. Following discussion, Member Langen made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE LA CRESCENT ROTARY CLUB REQUESTS TO HOST THE 13TH ANNUAL APPLE BLOSSOM BICYCLE TOUR ON SATURDAY, AUGUST 15, 2026, AS STATED.

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

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

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

ITEM 3.7 – PERSONNEL COMMITTEE RECOMMENDATION

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

1. That the City Council accept Mike Poellinger's retirement from the La Crescent Fire Department effective March 28, 2026, after serving forty-six years as a firefighter for the City. A letter from Mr. Poellinger was included. Following discussion, Member made a motion, seconded by Member as follows:

MOTION TO APPROVE MIKE POELLINGER'S RETIREMENT FROM THE LA CRESCENT FIRE DEPARTMENT EFFECTIVE MARCH 28, 2026, AND THANK HIM FOR HIS FORTY-SIX YEARS OF SERVICE TO THE COMMUNITY.

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

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

and Mayor Poellinger abstained. The motion was declared duly carried by a 4-0 vote.

2. Interim City Administrator Tyler Benish reviewed with City Council the following recommendations from the Personnel Committee regarding a tentative agreement with the LELS Union on a three-year contract agreement for the years 2026-2028. The agreement includes an increase in the City's contribution to insurance and an increase in wages, along with language

changes to the union contract. Prior to the meeting LELS made an additional request to add Juneteenth as a paid holiday. The following items have been modified:

- Clarifying overtime pay calculation.
- Added language regarding supervisory call outs.
- Added compensatory time notification requirements.
- Added pay for instructing field trainings.
- Modified sick leave language to incorporate ESST requirements.
- Vacation accrual has been modified to align with other union accruals.
- Probationary employees will be able to use accrued vacation during the probationary period.
- Insurance contributions per month have been increased to:

	2026	**2027**	**2028**
Single	$1200	$1320	$1451
Family	$2800	$3080	$3388

- Insurance opt out has been set at:
  Single: $700
  Family: $1200

No employee hired after April 1, 2026, will be eligible for the insurance opt out benefit.

- Minnesota Paid Leave payroll tax will be split equally by the City and the Employee.
- Language was added that an employee may not go into an unpaid status if the employee has accrued leave available to them; except when the employee is on workers compensation or MN paid leave.
- Language was added to incorporate employee rights under Military Leave Laws.
- Uniform allowance was increased from $775 to $900 per year.
- Wage scales were updated to clarify movement of employee's steps.
- Cost of Living Adjustment:

2026	**2027**	**2028**
4%	5%	4.5%

- In lieu of retro pay, the City would make a one-time payment of $750 to each union employee.

The contract would take effect April 1, 2026.

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

MOTION TO APPROVE THE CHANGES TO THE LELS UNION THREE-YEAR CONTRACT AGREEMENT FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, WITH THE ADDITION OF JUNETEENTH AS A PAID HOLIDAY AND THE CONTRACT TAKING

EFFECT APRIL 1, 2026, AND AUTHORIZING ADDITIONAL LANGUAGE CHANGES AS APPROVED BY CITY ATTORNEY AND CITY ADMINISTRATOR.

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

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

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

3. Pending the approval of the LELS union contract the Personnel Committee is recommending the following to city employees not represented by a bargaining unit beginning April 1, 2026, through December 31, 2026 with the addition of Juneteenth as a paid holiday.
    - Insurance Contributions per month have been increased to :

	2026	**2027**	**2028**
Single	$1200	$1320	$1451
Family	$2800	$3080	$3388

    - Insurance opt out to be set at:

Single: $700
Family: $1200
No Department Head hired after April 1, 2026, will be eligible for the insurance opt out benefit.

    - Cost of Living adjustment:

2026	**2027**	**2028**
4%	5%	4.5%

      The City Administrator job advertisement had previously included a 4% increase above the 2025 wage and would be excluded from an additional increase in 2026, but would be included in 2027 and 2028.
    - Minnesota Paid Leave payroll tax will be split equally by the City and the Employee.
    - In lieu of retro pay, the City would make a one-time payment of $750 to each Department Head excluding the City Administrator.

Department Heads include the Golf Course Superintendent, Police Chief, City Clerk, Finance Director, Public Works Director, and City Administrator.

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

MOTION TO APPROVE THE STATED UPDATES TO CITY EMPLOYEES NOT REPRESENTED BY A BARGAINING UNIT FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, WITH AN EFFECTIVE DATE OF APRIL 1, 2026, WITH THE ADDITION OF JUNETEENTH AS A PAID HOLIDAY.

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

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

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

4. A tentative agreement has been reached with IUOE #49 for a three-year agreement from January 1, 2026, through December 31, 2028, with an effective date of April 1, 2026. Prior to the meeting the contract was revised to include Juneteenth as a paid holiday. The following items have been modified:
    - Shift pay differential increase from $1.50 to $2.50 for all hours worked on Sunday and all hours worked after 4:00 p.m.
    - Cost of Living adjustment:

2026	**2027**	**2028**
4%	5%	4.5%
    - Cost of Living allowance increase from $400 to $550 per month worked, prorated if the entire month is not worked.
    - Incorporate Minnesota Paid Leave language.
    - Incorporate ESST language

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

MOTION TO APPROVE THE THREE-YEAR OPERATING UNION OF ENGINEERS CONTRACT FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2026, WITH THE ADDITION OF JUNETEENTH AS A PAID HOLIDAY AND AN EFFECTIVE DATE OF APRIL 1, 2026.

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

Chris Langen	Yes

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

and Member Jostad voted against the same. The motion was declared duly carried by a 4-1 vote.

5. That the same wage increases for 2026 through 2028 be approved for the members of the Fire Department, with an effective date of April 1, 2026. Following discussion, Member O'Donnell-Ebner made a motion seconded by Member Langen as follows:

MOTION TO APPROVE THE SAME WAGE INCREASES AS THE LELS CONTRACT FROM 2026 THROUGH 2028 FOR THE FIRE DEPARTMENT WITH AN EFFECTIVE DATE OF APRIL 1, 2026.

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

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

and Mayor Poellinger abstained. The motion was declared duly carried by a 4-0 vote.

6. That the same wage increases for 2026 through 2028 be approved for all part-time seasonal employees, with an effective date of April 1, 2026. This includes summer maintenance employees, summer recreation employees, part-time golf course employees, and Police Reserves. Following discussion, Member Langen made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE SAME WAGE INCREASE AS THE LELS CONTRACT FROM 2026 THROUGH 2028 FOR ALL PART-TIME SEASONAL EMPLOYEES WHICH INCLUDES SUMMER MAINTENANCE EMPLOYEES, SUMMER RECREATION EMPLOYEES, PART-TIME GOLF COURSE EMPLOYEES, AND MEMBERS OF THE POLICE RESERVES WITH AN EFFECTIVE DATE OF APRIL 1, 2026.

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

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

Mike Poellinger Yes

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

7. The City of La Crescent has recently hired employees in the Police Department as lateral transfers, meaning that the employees have started at a step higher than step one. The 2023-2025 LELS union contract had verbiage that in some cases would require 48 months of service before receiving a step increase. The proposed contract addresses this issue for future officers. However, to correct this for the recently hired officers, the City and LELS have agreed on a Memorandum of Understanding (MOU) to position the affected employees at a step consistent with years of service. The Personnel Committee is recommending that City Council approve the MOU.

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

MOTION TO APPROVE THE MOU BETWEEN THE CITY OF LA CRESCENT AND LELS FOR THE FOUR RECENTLY HIRED POLICE OFFICERS MENTIONED IN THE MOU TO BE MOVED TO WAGE STEPS CONSISTENT WITH THEIR YEARS OF SERVICE.

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

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

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

ITEM 3.8 – OFF-SALE LIQUOR & CIGARETTE LICENSE TRANSFER

City Council reviewed a memo from Administrative Assistant Chris Fortsch regarding a transfer of liquor and cigarette licenses. The City has been notified that the property currently owned by Srisai Corporation at 301 Kistler Drive will be sold on March 24, 2026. The building is currently occupied by La Crescent Convenience Center and La Crescent Tobacco. The new property owner will be Witting, Inc. dba Marathon Mart. Rupesh Patel will occupy two spaces of the property under the name of Marathon Mart and will continue leasing the additional space to La Crescent Tobacco. Mr. Patel has submitted a cigarette license application and an off-sale liquor license. The applications appear to be in order, and it was recommended that City Council approve the license applications and authorize that they be forwarded to the state. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE CIGARETTE AND OFF-SALE LIQUOR LICENSES SUBMITTED BY RUPESH PATEL OF WITTING, INC. DBA MARATHON MART FOR THE PROPERTY LOCATED AT 301 KISTLER DRIVE AND AUTHORIZE THAT THEY BE FORWARDED TO THE STATE OF MINNESOTA.

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

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

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

ITEM 3.9 – LOCAL BOARD OF APPEAL AND EQUALIZATION SCHEDULE

Interim City Administrator Tyler Benish reviewed the 2026 schedule of the Board of Appeal and Equalization meetings for Houston County and the portion of Winona County located in the City of La Crescent. The meeting will be held on April 27, 2026, at 5:30 p.m. at the La Crescent Community Building. This item was informational only. No action was required.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 HEART SAFE COMMITTEE MINUTES 12/10/2025
City Council reviewed the December 10, 2025, Heart Safe Committee meeting minutes.

6.2 HEART SAFE COMMITTEE MINUTES 3/11/2026
City Council reviewed the March 11, 2026, Heart Safe Committee meeting minutes.

7. CHAMBER OF COMMERCE

Chamber of Commerce representative Jon Wilson was in attendance and had no updates.

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 Clerk, the following Members present voted in favor thereof, viz;

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

Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:49 P.M.

APPROVAL DATE:

SIGNED:

_____
Mayor

ATTEST:

_____
Interim City Administrator

MINUTES - SPECIAL MEETING FOR A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $4,645,000 GENERAL OBLIGATION BONDS, SERIES 2026A,
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MARCH 26, 2026

Pursuant to due call and notice thereof, the Special Meeting to review and consider a resolution authorizing the issuance and sale of $4,645,000 General Obligation Bonds, Series was called to order by Mayor Mike Poellinger at 5:00 PM in the Wieser Park Pavilion, La Crescent, Minnesota, on Thursday March 26, 2026.

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

Also in attendance was Tammy Omdal from Northland Securities.

ITEM 4 – 2026A BOND SALE AWARD AND RESOLUTION

Tammy Omdal from Northland Securities reviewed with City Council the Series 2026A Bond Sale Award and Resolution to finance street and utility improvements and land acquisition. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF LA CRESCENT, MINNESOTA

HELD: March 26, 2026

Pursuant to due call, a special meeting of the City Council of the City of La Crescent, Houston and Winona Counties, Minnesota, was duly held at the Wieser Park Pavillion on March 26, 2026, at 5:00 P.M., for the purpose, in part, of authorizing the issuance and sale of $4,645,000 General Obligation Bonds, Series 2026A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 03-26-09

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $4,645,000 GENERAL OBLIGATION BONDS, SERIES 2026A, PLEDGING FOR THE SECURITY THEREOF NET REVENUES AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of La Crescent, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue $4,645,000 General Obligation Bonds, Series 2026A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475; and

1. Section 475.521 to finance acquisition, betterment of public lands, buildings or other improvements for a city hall, library, and public safety facility, including expansion of an existing public safety facility (the "Capital Improvements"); and

2. Section 444.075, to finance the improvements to the municipal water and sanitary sewer utility systems (the "Utility Improvements"); and

3. Section 475.58, Subdivision 3b to finance street reconstruction projects under the City's Street Reconstruction Plan adopted on November 12, 2024 (the "Street Reconstruction Projects"); and

B. WHEREAS, on November 13, 2023, the City Council held a public hearing on the proposed issuance of general obligation capital improvement plan bonds, pursuant to resolution approved and adopted an Amended and Restated 2022 through 2026 Five-Year Capital Improvement Plan (the "Plan"), and approved the issuance of general obligation capital improvement plan bonds to finance the acquisition and betterment of the Capital Improvements all pursuant to the Plan and in accordance with the provisions of Minnesota Statutes, Section 475.521; and

C. WHEREAS, no petition signed by voters equal to five percent of the votes cast in the City in the last general election requesting a vote on the issuance of the general obligation capital improvement plan bonds was filed with the City Administrator within 30 days after the public hearing on the Plan and on the issuance of the general obligation capital improvement plan bonds; and

D. WHEREAS, the City has previously issued its "Capital Improvements Portion" of General Obligation Bonds, Series 2022A, in the original principal amount of $2,585,000, dated May 18, 2022 (the "Outstanding CIP Bonds"), pursuant to Minnesota Statutes, Section 475.521; and

E. WHEREAS, the City has heretofore determined, in accordance with Minnesota Statutes, Section 475.521, Subd. 4, that the principal and interest to become due in any year on the Outstanding CIP Bonds and the Capital Improvements Portion of the Bonds, as hereinafter defined, issued by the City under Minnesota Statutes, Section 475.521, including the Capital Improvements Portion of the Bonds, will be less than 0.16 percent of the estimated market value of property in the City; and

F. WHEREAS, the City owns and operates a municipal water system (the "Water System") and a municipal sanitary sewer system (the "Sanitary Sewer System," and together with the Water System, the "System"), as separate revenue producing public utilities; and

G. WHEREAS, the net revenues of the Sanitary Sewer System are pledged to the payment of the City's outstanding General Obligation Sewer Revenue Refunding Bonds, Series 2021A, in the original principal amount of $765,000, dated April 27, 2021 (the "Outstanding Sanitary Sewer Bonds"); and

H. WHEREAS, the net revenues of the System are pledged to the payment of the City's outstanding (1) "Utility Improvement Portion" of General Obligation Bonds, Series 2016A, in the original principal amount of $3,860,000, dated June 1, 2016; and (2) "System Portion" and the "Refunding Portion" of General Obligation Bonds, Series 2019B, in the original principal amount of $3,235,000, dated December 17, 2019; and (collectively, the "Outstanding System Bonds"); and

I. WHEREAS, on November 12, 2024, following duly published notice thereof, the City Council held a public hearing on the issuance of not to exceed approximately $650,000 principal amount of bonds to finance the Street Reconstruction Projects and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

J. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bonds was filed with the City Administrator within 30 days after the public hearing on November 12, 2024; and

K. WHEREAS, the City has retained Blue Rose Capital Advisors, in Minneapolis, Minnesota, as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

L. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The offer of Northland Securities, Inc. (the "Purchaser"), to purchase the Bonds of the City (or individually, a "Bond"), in accordance with the terms and at the rates of interest hereinafter set forth, and to pay therefor the sum of $4,677,579.85, plus interest accrued to settlement, is hereby accepted.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option; Debt Limitations. The Bonds shall be dated April 22, 2026, as the date of original issue, shall be issued forthwith on or after such

date in fully registered form, shall be numbered from R-1 upward in the denomination of $5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2028	$145,000	2037	$225,000
2029	150,000	2038	235,000
2030	160,000	2039	240,000
2031	175,000	2040	255,000
2032	180,000	2043*	820,000
2033	185,000	2046*	920,000
2034	195,000	2047	330,000
2035	210,000		
2036	220,000	*Term Bond	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

WHEREAS, the Bonds, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit; and

(b) Allocation. The aggregate principal amount of $510,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Capital Improvements (the "Capital Improvements Portion"); the aggregate principal amount of $495,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Utility Improvements (the "Utility Portion"); and the aggregate principal amount of $3,640,000 maturing in each of the years and amounts hereinafter set forth is issued to finance the Street Reconstruction Projects (the "Street Reconstruction Portion"):

Year	Capital Improvements Portion	Utility Portion	Street Reconstruction Portion	Total
2028	$15,000	$15,000	$115,000	$145,000
2029	15,000	15,000	120,000	150,000
2030	20,000	15,000	125,000	160,000
2031	20,000	20,000	135,000	175,000

2032	20,000	20,000	140,000	180,000
2033	20,000	20,000	145,000	185,000
2034	20,000	20,000	155,000	195,000
2035	25,000	20,000	165,000	210,000
2036	25,000	25,000	170,000	220,000
2037	25,000	25,000	175,000	225,000
2038	25,000	25,000	185,000	235,000
2039	25,000	25,000	190,000	240,000
2040	30,000	25,000	200,000	255,000
2043*	90,000	90,000	640,000	820,000
2046*	100,000	100,000	720,000	920,000
2047	35,000	35,000	260,000	330,000

*Term Bond

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, including the levy of taxes, the prepayment may be allocated to any or all of the portions of debt service in such amounts as the City shall determine. If the source of a prepayment is excess net revenues of the System pledged to the Utility Improvements, the prepayment shall be allocated to the Utility Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the

Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the

(i) Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(ii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(iii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

(iv) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it

is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Capital Improvements Portion of the Bonds shall provide funds to finance the Capital Improvements. The Utility Portion of the Bonds shall provide funds to finance the Utility Improvements. The Street Reconstruction Portion of the Bonds shall provide funds to finance the Street Reconstruction Projects. The Capital Improvements, the Utility Improvements and the Street Reconstruction Projects are herein referred to collectively as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2027, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2028	5.00%	2037	4.00%
2029	5.00	2038	4.00
2030	5.00	2039	4.00
2031	5.00	2040	4.00
2032	5.00	2043*	4.00
2033	5.00	2046*	4.25
2034	5.00	2047	4.375
2035	4.00		
2036	4.00	*Term Bond	

5. Redemption. All Bonds maturing on February 1, 2035 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2034, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Northland Bond Services, a division of First National Bank of Omaha, in Minneapolis, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and any successor Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor-paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the form set forth on Exhibit A attached hereto.

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Interim City Administrator and be sealed with the seal of the City;

provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form set forth on Exhibit A attached hereto, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of April 22, 2026. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15^{th}) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated "General Obligation Bonds, Series 2026A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account for the Water System and the Operation and Maintenance Account for the Sanitary Sewer System (together, the "Operation and Maintenance Accounts") heretofore established by the City shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution(s) establishing the Operation and Maintenance Accounts shall constitute or are referred to as "net revenues" until the Utility Portion of the Bonds have been paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, less capitalized interest. From the Construction Account there shall be paid all costs of issuance of the Bonds and all costs and expenses of financing the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. There shall be maintained three separate subaccounts in the Debt Service Account to be designated the "Capital Improvements Debt Service Subaccount," the "Utility Improvements Debt Service Subaccount" and the "Street Reconstruction Projects Debt Service Subaccount." There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Capital Improvements Debt Service Subaccount. To the Capital Improvements Debt Service Subaccount there shall be credited: (1) capitalized interest in the amount of $17,112.97 (together with interest earnings thereon and subject to such other adjustments as are appropriate) to provide sufficient funds to pay interest due on the Capital Improvements Portion of the Bonds on or before February 1, 2027; (2) all collections of taxes herein or hereinafter levied for the payment of the Capital Improvements Portion of the Bonds and interest thereon; (3) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (4) all investment earnings on funds held in the Capital Improvements Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Capital Improvements Debt Service Subaccount. The amount of any surplus remaining in the Capital Improvements Debt Service Subaccount when the Capital

Improvements Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Capital Improvements Debt Service Subaccount shall be used solely to pay the principal and interest on the Capital Improvements Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(ii) Utility Improvements Debt Service Subaccount. To the Utility Improvements Debt Service Subaccount there shall be credited: (1) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the Utility Improvements Debt Service Subaccount, sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Utility Portion of the Bonds; (2) all collections of taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Utility Portion of the Bonds are insufficient therefore; (3) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (4) all investment earnings on funds held in the Utility Improvements Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Utility Improvements Debt Service Subaccount. The amount of any surplus remaining in the Utility Improvements Debt Service Subaccount when the Utility Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Utility Improvements Debt Service Subaccount shall be used solely to pay the principal and interest on the Utility Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(iii) Street Reconstruction Projects Debt Service Subaccount. To the Street Reconstruction Projects Debt Service Subaccount there shall be credited: (1) capitalized interest in the amount of $122,236.88 (together with interest earnings thereon and subject to such other adjustments as are appropriate) to provide sufficient funds to pay interest due on the Street Reconstruction Portion of the Bonds on or before February 1, 2027; (2) all collections of taxes herein or hereafter levied for the payment of the principal and interest on the Street Reconstruction Portion of the Bonds; (3) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (4) all investment earnings on funds held in the Street Reconstruction Projects Debt Service Subaccount; and (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Street Reconstruction Projects Debt Service Subaccount. The amount of any surplus remaining in the Street Reconstruction Projects Debt Service Subaccount when the Street Reconstruction Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61,

Subdivision 4. The Street Reconstruction Projects Debt Service Subaccount shall be used solely to pay the principal and interest on the Street Reconstruction Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or $100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account, Operation and Maintenance Accounts or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Capital Improvements Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Capital Improvements Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount

See Attached Schedule in Exhibit B

(b) Coverage Test. The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Capital Improvements Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Capital Improvements Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Capital Improvements Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Covenants Relating to the Utility Portion of the Bonds.

(a) Sufficiency of Net Revenues. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal and interest on the Utility Portion of the Bonds and the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the Sanitary Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Sanitary Sewer Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding System Bonds and the Outstanding Sanitary Sewer Bonds and shall be applied for that purpose, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Utility Portion of the Bonds as the same become due.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Utility Portion of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues of the System may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

(c) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Utility Portion of the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

18. Covenants Relating to the Street Reconstruction Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Street Reconstruction Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount

See Attached Schedule in Exhibit B

(b) Coverage Test. The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Street Reconstruction Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Street Reconstruction Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

19. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or

account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Program"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Program; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Program, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of $100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Program to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

21. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Utility Portion of the Bonds, together with other funds irrevocably appropriated to the Utility Improvements Debt Service Subaccount herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

22. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Interim City Administrator or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the County Auditor-Treasurers of Houston and Winona Counties, together with such other information as each respective County Auditor-Treasurer shall require and there shall be obtained from each County Auditor-Treasurer a certificate that the Bonds have been entered in their respective Bond Register, and that the tax levy required by law has been made.

24. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to bond counsel, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control

or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

25. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

26. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of $5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing $5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Bonds are issued by a governmental unit with general taxing powers; (ii) no Bonds are a private activity bond; (iii) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed $5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

27. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

(a) the Bonds are issued after August 7, 1986;

(b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2026 will not exceed $10,000,000;

(e) not more than $10,000,000 of obligations issued by the City during this calendar year 2026 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bonds does not exceed $10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

28. Official Statement. The Official Statement relating to the Bonds prepared and distributed by the Purchaser is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

30. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTIES OF HOUSTON AND WINONA
CITY OF LA CRESCENT

I, the undersigned, being the duly qualified and acting Interim City Administrator of the City of La Crescent, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as the minutes relate to authorizing the issuance and sale of $4,645,000 General Obligation Bonds, Series 2026A.

WITNESS my hand on March 26, 2026.

_____
Interim City Administrator

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
HOUSTON AND WINONA COUNTIES
CITY OF LA CRESCENT

R-____ $_____

GENERAL OBLIGATION BOND, SERIES 2026A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	February 1, 20___	April 22, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CITY OF LA CRESCENT, HOUSTON AND WINONA COUNTIES, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2027, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Northland Bond Services, a division of First National Bank of Omaha, in Minneapolis, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond

Registrar and at the address appearing thereon at the close of business on d Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2035, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2034, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the

Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of $4,645,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on March 26, 2026 (the "Resolution"), for the purpose of providing money to finance acquisition, betterment of public lands, buildings or other improvements for a city hall, library, and public safety facility, including expansion of an existing public safety facility, improvements to the municipal water and sanitary sewer utility systems, and street reconstruction projects within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2026A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of its municipal water and sanitary sewer utility systems (the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Utility Portion of the Bonds, as defined in the Resolution, adequate to pay all principal and interest when due on the Utility Portion of the Bonds; and that the Issuer will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on Utility Portion of the Bonds as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of La Crescent, Houston and Winona Counties, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Interim City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

_____

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

Northland Bond Services, a division of First
National Bank of Omaha,
Minneapolis, Minnesota
Bond Registrar

By _____
Authorized Signature

Registrable by: NORTHLAND BOND SERVICES,
A DIVISION OF FIRST NATIONAL
BANK OF OMAHA

Payable at: NORTHLAND BOND SERVICES,
A DIVISION OF FIRST NATIONAL
BANK OF OMAHA

CITY OF LA CRESCENT,
HOUSTON AND WINONA COUNTIES,
MINNESOTA

[DO NOT SIGN THIS FORM OF BOND]
Mayor

[DO NOT SIGN THIS FORM OF BOND]
Interim City Administrator

STATEMENT OF INSURANCE

Assured Guaranty Inc. ("AG"), has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Northland Bond Services, a division of First National Bank of Omaha, Minneapolis, Minnesota, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - _____ as custodian for _____ under the _____ Uniform
(Cust) (Minor) (State)
Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: _____
Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not affect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____
_____
_____

(Include information for all joint owners if the Bond is held by joint account.)

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - _____ as custodian for _____ under the _____ Uniform
(Cust) (Minor) (State)
Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: _____
Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____
_____
_____

(Include information for all joint owners if the Bond is held by joint account.)

City of La Crescent, Minnesota

$510,000 General Obligation Bonds, Series 2026A

CIP

Date	Total P+I	CIF	105% Levy	Levy Year	Collection Year
02/01/2027	17,112.97	(17,112.97)	-	-	-
02/01/2028	37,081.26	-	38,935.32	2026	2027
02/01/2029	36,331.26	-	38,147.82	2027	2028
02/01/2030	40,581.26	-	42,610.32	2028	2029
02/01/2031	39,581.26	-	41,560.32	2029	2030
02/01/2032	38,581.26	-	40,510.32	2030	2031
02/01/2033	37,581.26	-	39,460.32	2031	2032
02/01/2034	36,581.26	-	38,410.32	2032	2033
02/01/2035	40,581.26	-	42,610.32	2033	2034
02/01/2036	39,581.26	-	41,560.32	2034	2035
02/01/2037	38,581.26	-	40,510.32	2035	2036
02/01/2038	37,581.26	-	39,460.32	2036	2037
02/01/2039	36,581.26	-	38,410.32	2037	2038
02/01/2040	40,581.26	-	42,610.32	2038	2039
02/01/2041	39,381.26	-	41,350.32	2039	2040
02/01/2042	38,181.26	-	40,090.32	2040	2041
02/01/2043	36,981.26	-	38,830.32	2041	2042
02/01/2044	35,781.26	-	37,570.32	2042	2043
02/01/2045	39,506.26	-	41,481.57	2043	2044
02/01/2046	38,018.76	-	39,919.70	2044	2045
02/01/2047	36,531.26	-	38,357.82	2045	2046
Total	**$781,300.67**	**(17,112.97)**	**$802,397.09**		

City of La Crescent, Minnesota

$3,640,000 General Obligation Bonds, Series 2026A

Street Reconstruction

Date	Total P+I	CIF	105% Levy	Levy Year	Collection Year
02/01/2027	122,236.88	(122,236.88)	-	-	-
02/01/2028	272,725.00	-	286,361.25	2026	2027
02/01/2029	271,975.00	-	285,573.75	2027	2028
02/01/2030	270,975.00	-	284,523.75	2028	2029
02/01/2031	274,725.00	-	288,461.25	2029	2030
02/01/2032	272,975.00	-	286,623.75	2030	2031
02/01/2033	270,975.00	-	284,523.75	2031	2032
02/01/2034	273,725.00	-	287,411.25	2032	2033
02/01/2035	275,975.00	-	289,773.75	2033	2034
02/01/2036	274,375.00	-	288,093.75	2034	2035
02/01/2037	272,575.00	-	286,203.75	2035	2036
02/01/2038	275,575.00	-	289,353.75	2036	2037
02/01/2039	273,175.00	-	286,833.75	2037	2038
02/01/2040	275,575.00	-	289,353.75	2038	2039
02/01/2041	272,575.00	-	286,203.75	2039	2040
02/01/2042	274,375.00	-	288,093.75	2040	2041
02/01/2043	270,775.00	-	284,313.75	2041	2042
02/01/2044	271,975.00	-	285,573.75	2042	2043
02/01/2045	272,200.00	-	285,810.00	2043	2044
02/01/2046	272,000.00	-	285,600.00	2044	2045
02/01/2047	271,375.00	-	284,943.75	2045	2046
Total	**$5,582,836.88**	**(122,236.88)**	**$5,733,630.00**		

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

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

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

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

MOTION TO ENTER INTO A CONTRACT WITH NORTHLAND SECURITIES TO PURCHASE $4,645,000 GENERAL OBLIGATION BONDS, SERIES 2026A.

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

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

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

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 Clerk, the following Members present voted in favor thereof, viz;

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:49 P.M.

APPROVAL DATE:

SIGNED:

_____
Mayor

ATTEST:

_____

Interim City Administrator

TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Bills payable

Attached for review and consideration by the City Council are the bills payable for the period ending April 10, 2026. We would suggest that the City Council approve the payment of the bills payable as presented.

CITY OF LA CRESCENT
315 Main Street
P.O. BOX 142
La Crescent, MN 55947
P: (507) 895-2595
cityoflacrescent-mn.gov

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4ALLPROMOS						
1972875	PD - NATIONAL NIGHT OUT	04/06/2026	617.36	.00		
Total 10185:			617.36	.00		
ACENTEK						
3/26 STMT	FIRE DEPT PHONE CHARGES	03/31/2026	477.24	.00		
3/26 STMT	POOL PHONE CHARGES	03/31/2026	89.85	.00		
3/26 STMT	LIC BUR PHONE CHARGES	03/31/2026	170.67	.00		
3/26 STMT	ARENA PHONE CHARGES	03/31/2026	310.15	.00		
3/26 STMT	WATER PHONE CHARGES	03/31/2026	154.39	.00		
3/26 STMT	CITY HALL PHONE CHARGES	03/31/2026	411.75	.00		
3/26 STMT	PUBLIC WORKS PHONE CHARGES	03/31/2026	91.50	.00		
3/26 STMT	BLDG/ZNG PHONE CHARGES	03/31/2026	91.50	.00		
3/26 STMT	PARKS PHONE CHARGES	03/31/2026	164.90	.00		
3/26 STMT	SEWER PHONE CHARGES	03/31/2026	125.22	.00		
3/26 STMT	STREET PHONE CHARGES	03/31/2026	43.77	.00		
3/26 STMT	GOLF COURSE PHONE CHARGES	03/31/2026	452.40	.00		
3/26 STMT	POLICE DEPT PHONE CHARGES	03/31/2026	315.86	.00		
3/26 STMT	LIBRARY PHONE CHARGES	03/31/2026	151.30	.00		
Total 24:			3,050.50	.00		
AFLAC						
3/26 STMT	INSURANCE PREMIUMS	04/01/2026	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
3/26 DUES	PAYROLL DEDUCTED UNION DUES	04/01/2026	633.60	.00		
Total 25:			633.60	.00		
AHLSCHLAGER, LUKE M.						
3/26 REIMB	REIMB - MEALS AT TRAINING	03/25/2026	25.69	.00		
Total 8274:			25.69	.00		
ALCOHOL & GAMBLING ENFORCEMENT						
2026 GC	GC - APPL RETAILERS CARD-LIQ/WINE	04/01/2026	20.00	.00		
Total 89:			20.00	.00		
AMAZON CAPITAL SERVICES						
11RL-HLX6-PND	CITY HALL - OFFICE SUPPLIES	03/25/2026	39.82	.00		
131H-4T31-W4L	CITY HALL - OFFICE SUPPLIES	03/06/2026	163.37	.00		
131H-4T31-W4L	CITY HALL - CLEANING SUPPLIES	03/06/2026	4.77	.00		
13DN-PRFP-LK	LIBRARY - BOOKS CREDIT	03/09/2026	15.40-	.00		
13NJ-PG9W-M7	LIBRARY - BOOKS	03/18/2026	12.32	.00		
13RT-LLF3-FKP	LIC BUR - OFFICE SUPPLIES	04/06/2026	12.50	.00		
13TH-L6QX-7YV	LIBRARY - PROCESSING MATERIALS	03/20/2026	15.89	.00		
143W-VD7P-L16	LIBRARY - BOOKS	03/29/2026	30.92	.00		
1493-Y9C6-3J4Y	CITY HALL - OFFICE SUPPLIES	03/13/2026	89.30	.00		
1493-Y9C6-K9R	LIBRARY - PROGRAM SUPPLIES	03/14/2026	81.44	.00		
14GW-GV4M-1P	LIBRARY - BOOKS	03/13/2026	11.39	.00		
14LX-VG17-7HC	LIBRARY - BOOKS	03/22/2026	11.97	.00		
163T-963H-HWM	LIBRARY - BOOKS	03/07/2026	37.02	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
16DC-YCPL-CQ	MAINT - BATTERY FOR TWO WAY RADIO	03/12/2026	47.49	.00		
16DC-YCPL-Y3V	LIBRARY - CLEANING SUPPLIES	03/13/2026	27.95	.00		
17QD-R7DP-JRV	LIBRARY - BOOKS	04/07/2026	12.34	.00		
17VJ-TRH4-CCJ	LIBRARY - BOOKS	04/05/2026	25.14	.00		
1CM9-XFWY-V6	CITY HALL - OFFICE SUPPLIES	03/17/2026	37.37	.00		
1HCJ-WHN7-PL	LIBRARY - BOOKS	03/08/2026	16.50	.00		
1J3W-1GPJ-L1X	LIBRARY - BOOKS	03/29/2026	14.99	.00		
1JQQ-6DKW-L1J	LIBRARY - BOOKS	03/23/2026	16.24	.00		
1JQW-Q7LL-PPJ	LIBRARY - BOOKS	03/30/2026	14.84	.00		
1LTP-DQRR-Q16	LIBRARY - PROCESSING MATERIALS	03/16/2026	52.32	.00		
1LTP-DQRR-Q16	LIBRARY -OFFICE SUPPLIES	03/16/2026	42.09	.00		
1LWQ-XN4D-DY	CITY HALL - OFFICE SUPPLIES	03/20/2026	258.36	.00		
1NKC-K6W1-LD	MAINT - OFFICE SUPPPLIES	04/01/2026	37.98	.00		
1PDX-XCKC-KK	LIBRARY - BOOKS	04/07/2026	7.30	.00		
1PKJ-6RHM-FG	LIBRARY - CLEANING SUPPLIES	04/08/2026	17.99	.00		
1PW6-1QDP-1G	LIBRARY - BOOKS	03/15/2026	56.79	.00		
1Q34-H3GF-W97	LIBRARY - PROCESSING MATERIALS	03/23/2026	72.79	.00		
1QLL-7GKY-9CR	LIBRARY - BOOKS	03/22/2026	22.98	.00		
1R67-Q67T-K9JY	LIBRARY - BOOKS	04/07/2026	27.34	.00		
1R67-Q67T-K9JY	LIBRARY - BOOKS GRANT FUNDED	04/07/2026	17.60	.00		
1R9P-DG9D-RR	PARKS - RESTROOM SIGNS FOR PAVILION	03/13/2026	43.54	.00		
1RJN-TG9M-7W	LIBRARY - PROGRAM SUPPLIES	03/31/2026	108.52	.00		
1RJN-TG9M-7W	LIBRARY - BOOKS	03/31/2026	43.67	.00		
1TWJ-MC63-3TF	LIBRARY - BOOKS	03/23/2026	75.97	.00		
1TWX-LF4D-DQ	LIBRARY - BOOKS	03/10/2026	12.00	.00		
1V31-YMNJ-K3G	LIBRARY - BOOKS	03/09/2026	4.82	.00		
1V49-Q6V6-P3X	B&Z - OFFICE SUPPLIES	03/09/2026	17.50	.00		
1V49-Q6V6-PCV	LIBRARY - BOOKS CREDIT	03/09/2026	6.85-	.00		
1VY1-L16Q-JJT6	LIBRARY - BOOKS	03/25/2026	9.54	.00		
1WDP-XYML-JK	LIBRARY - PROGRAM SUPPLIES	03/11/2026	18.75	.00		
1XTK-3NNK-QR7	LIBRARY - BOOKS GRANT FUNDED	03/18/2026	17.60	.00		
1YC9-9K7M-VD	LIBRARY - BOOKS	03/15/2026	12.32	.00		
Total 9956:			1,679.09	.00		
AUTO VALUE LA CROSSE						
516561988	STREETS - OIL FILTERS FOR MAINT TRUCKS	03/02/2026	82.44	.00		
516561991	PARKS - OIL FILTERS FOR MOWERS	03/02/2026	83.12	.00		
516562082	STREETS - BATTERY JUMP PACK	03/03/2026	199.95	.00		
516563473	GC - FILTER FOR MOWER	03/17/2026	64.81	.00		
516563885	STREETS - VEHICLE MAINT	03/20/2026	63.14	.00		
516564291	STREETS - BOBCAT REPAIR	03/25/2026	99.40	.00		
Total 2106:			592.86	.00		
B & T TECHNICAL SERVICES, LLC						
1900	COMM BLDG - SOLAR ELECTRICAL SERVICE	02/28/2026	334.70	.00		
Total 9680:			334.70	.00		
BAILEY NURSERIES, INC.						
OST0009729	TREE LABELS	03/26/2026	8.63	.00		
Total 10176:			8.63	.00		
BAN-KOE SYSTEMS GROUP						
20009546	WATER PLANT - ANNUAL FIRE ALARM INSPECTION	04/01/2026	313.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 102:			313.00	.00		
BEAM INSURANCE ADMINISTRATORS LLC						
04/26 STMT	EMPLOYER PAID DENTAL -PARKS	04/02/2026	10.02	10.02	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -PD	04/02/2026	272.68	272.68	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -REC	04/02/2026	5.52	5.52	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -SEWER	04/02/2026	43.31	43.31	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -STREETS	04/02/2026	64.66	64.66	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -WATER	04/02/2026	61.36	61.36	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -CLERK	04/02/2026	131.06	131.06	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -LICENSE BUREAU	04/02/2026	172.46	172.46	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -FD	04/02/2026	6.90	6.90	04/02/2026	
04/26 STMT	EMPLOYER PAID DENTAL -LIBRARY	04/02/2026	50.11	50.11	04/02/2026	
04/26 STMT	DENTAL INSURANCE WITHHELD	04/02/2026	567.49	567.49	04/02/2026	
04/26 STMT	A/R DENTAL- ROSE ALBRECHT	04/02/2026	50.11	50.11	04/02/2026	
04/26 STMT	A/R DENTAL- PHYLLIS FEIOCK	04/02/2026	50.11	50.11	04/02/2026	
04/26 STMT	A/R DENTAL- PAUL KENAGA	04/02/2026	100.26	100.26	04/02/2026	
04/26 STMT	A/R DENTAL- DEB OLIVER	04/02/2026	50.11	50.11	04/02/2026	
04/26 STMT	A/R DENTAL- BARB GILE	04/02/2026	100.26	100.26	04/02/2026	
Total 9858:			1,736.42	1,736.42		
BLUE CROSS BLUE SHIELD MINNESOTA						
4/26 STMT	EMPLOYER PAID HEALTH - CLERK	03/23/2026	1,398.06	1,398.06	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - FD	03/23/2026	73.58	73.58	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - LIBRARY	03/23/2026	786.54	786.54	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - LICENSE BUREAU	03/23/2026	1,853.54	1,853.54	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - PARKS	03/23/2026	176.48	176.48	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - PD	03/23/2026	3,382.94	3,382.94	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - REC	03/23/2026	97.79	97.79	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - SEWER	03/23/2026	651.53	651.53	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - STREET	03/23/2026	1,166.68	1,166.68	03/23/2026	
4/26 STMT	EMPLOYER PAID HEALTH - WATER	03/23/2026	995.39	995.39	03/23/2026	
4/26 STMT	HEALTH INSURANCE WITHHELD	03/23/2026	5,260.48	5,260.48	03/23/2026	
Total 9672:			15,843.01	15,843.01		
BOBCAT OF THE COULEE REGION						
01-96858	GC - EQUIPMENT RENTAL	03/10/2026	215.25	.00		
01-97039	STREETS - SNOWPLOW MAINT	03/18/2026	300.66	.00		
Total 216:			515.91	.00		
BOUND TREE MEDICAL, LLC						
86130995	FD - MEDICAL SUPPLIES	03/11/2026	225.31	.00		
86148705	FD - MEDICAL SUPPLIES	03/26/2026	1,423.96	.00		
Total 9621:			1,649.27	.00		
BREYER'S SALES AND SERVICE INC						
21396	PARKS - TRANSMISSION OIL FOR MOWERS	03/03/2026	299.94	.00		
21397	PARKS - TRANSMISSION OIL FOR MOWERS	03/03/2026	149.97	.00		
21399	PARKS - MOWER BLADES	03/03/2026	574.85	.00		
21400	PARKS - MOWER MAINT	03/04/2026	59.99	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 131:			1,084.75	.00		
CENTER POINT LARGE PRINT						
2234759	LIBRARY BOOKS	04/01/2026	456.66	.00		
Total 8179:			456.66	.00		
CITY OF LA CRESCENT						
3/26 FIRE	WATER/SEWER UTIL.-FIRE STATION & COMMUNITY BLD	03/31/2026	169.92	.00		
3/26 LIBRARY	WATER/SEWER UTIL.- LIBRARY	03/31/2026	119.66	.00		
BLD-2026-57404	BLDG PERMIT FOR WIESER PARK WALL REPAIR	04/03/2026	27.74	27.74	04/03/2026	
Total 196:			317.32	27.74		
CITY TREASURER'S OFFICE						
207477 - FEB	WASTEWATER TO LA CROSSE	02/28/2026	28,294.93	.00		
Total 1086:			28,294.93	.00		
CLEARWAY COMMUNITY SOLAR LLC						
2/26 STMT	200 STONEY POINT - WELL HOUSE	02/28/2026	553.95	.00		
2/26 STMT	1200 JONATHAN LANE - PARK SHELTER	02/28/2026	29.85	.00		
2/26 STMT	722 N 2ND ST - RADIUM PLANT	02/28/2026	1,387.08	.00		
2/26 STMT	219 MAIN ST - UNIT LIGHTS	02/28/2026	54.56	.00		
2/26 STMT	520 S 14TH ST - ICE ARENA	02/28/2026	1,786.21	.00		
2/26 STMT	407 ORCHARDVIEW - BOOSTER STATION	02/28/2026	211.56	.00		
2/26 STMT	193 MCINTOSH RD - BOOSTER STATION	02/28/2026	127.89	.00		
2/26 STMT	219 CHESTNUT ST - BRIDGE LIGHT	02/28/2026	39.11	.00		
2/26 STMT	321 MAIN ST - LIBRARY	02/28/2026	114.15	.00		
2/26 STMT	608 S 7TH ST - TENNIS COURT LIGHTS	02/28/2026	6.98	.00		
2/26 STMT	202 MAIN ST - FLAG LIGHT	02/28/2026	2.22	.00		
2/26 STMT	336 S 1ST ST - COMMUNITY BLDG	02/28/2026	107.47	.00		
2/26 STMT	110 MIDNIGHT ST - LIFT STATION	02/28/2026	36.26	.00		
2/26 STMT	1323 SPRUCE DR - ABNET FIELDS	02/28/2026	21.92	.00		
2/26 STMT	209 S. WALNUT ST- LAC SIGN	02/28/2026	9.80	.00		
2/26 STMT	608 S 7TH ST - POOL	02/28/2026	357.02	.00		
2/26 STMT	1450 HWY 16 - LIFT STATION	02/28/2026	20.79	.00		
2/26 STMT	31 MCINTOSH RD - LIFT STATION	02/28/2026	7.88	.00		
2/26 STMT	400 LARCH AVE - WELL 2	02/28/2026	453.17	.00		
2/26 STMT	523 S CHESTNUT - ANIMAL SHELTER	02/28/2026	28.05	.00		
Total 9854:			5,355.92	.00		
CORKY'S PIZZA & ICE CREAM						
4/7/26	STORMWATER TRAINING	04/07/2026	83.90	.00		
Total 241:			83.90	.00		
CULLIGAN WATER CONDITIONING						
285X22332104	CITY HALL - WATER COOLER RENTAL	04/01/2026	39.95	.00		
285X22332104	PD - WATER COOLER RENTAL	04/01/2026	39.95	.00		
285X22332104	MAINT - WATER COOLER RENTAL	04/01/2026	39.95	.00		
285X22353407	FD - WATER COOLER RENTAL	04/01/2026	39.95	.00		
Total 231:			159.80	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
DAVY LABORATORIES						
26C0293	WATER TESTING	03/25/2026	120.00	.00		
26D0082	WATER TESTING	04/08/2026	120.00	.00		
Total 312:			240.00	.00		
DECKER DESIGN INC.						
42547	NEW CARPET FOR CITY ADMIN OFFICE	04/01/2026	1,003.51	.00		
Total 10266:			1,003.51	.00		
DEPT OF NATURAL RESOURCES						
03/17/26-03/23/2	WEEKLY RECREATIONAL VEH. REGIST.	03/23/2026	1,008.00	1,008.00	03/27/2026	
3/24/26-3/30/26	WEEKLY RECREATIONAL VEH. REGIST.	03/30/2026	1,421.50	1,421.50	04/03/2026	
Total 318:			2,429.50	2,429.50		
DEPUTY #031 LA CRESCENT						
3/25/26 A. BEAC	LIC. BUR. NSF STATE REIMBURSEMENT	03/25/2026	634.41	634.41	03/25/2026	
Total 9750:			634.41	634.41		
DOBECK, RHODA						
3/26 LIBRARY	LIBRARY- CLEANING	03/31/2026	206.25	.00		
Total 10098:			206.25	.00		
DUERWACHTER, TODD						
362967	INSTALL CARPET IN NEW CITY ADMIN OFFICE	04/04/2026	300.00	.00		
Total 9427:			300.00	.00		
EARL F ANDERSEN INC						
0142220-IN	STREET SIGNS FOR BRUSH & COMPOST SITE	03/26/2026	146.10	.00		
Total 404:			146.10	.00		
ECO THRIVE, LLC						
3/26 CPL BLUFF	GRANT HOURS - CPL BLUFFLANDS GRANT	03/31/2026	75.00	.00		
3/26 CPL PH 2	GRANT HOURS - CPL PH 2 STONEY POINT	03/31/2026	225.00	.00		
3/26 LCA GRANT	GRANT HOURS - LOCAL CLIMATE ACTION GRANT	03/31/2026	150.00	.00		
3/26 REGULAR	SUSTAINABILITY SERVICES	03/31/2026	4,726.50	.00		
Total 9632:			5,176.50	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
03/27/26 P/R	FED/FICA/MEDICARE	03/30/2026	17,345.08	17,345.08	03/30/2026	
Total 1127:			17,345.08	17,345.08		
EITZEN FIRE DEPARTMENT						
SPRING 2026	FD - TRI COUNTY MTG REGISTRATION	04/08/2026	36.00	.00		
Total 9686:			36.00	.00		
ERNSTER, MICHAEL						
3/26 REIMB	MEAL REIMB - TRAINING	03/25/2026	41.35	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 431:			41.35	.00		
GEMPLER'S INC						
INV0004633608	CHAINSAW SAFETY CHAPS	04/02/2026	81.99	.00		
Total 10163:			81.99	.00		
GOPHER STATE ONE-CALL						
6030520	WATER - LOCATE	03/31/2026	23.62	.00		
6030520	SEWER - LOCATE	03/31/2026	23.63	.00		
Total 620:			47.25	.00		
HANCOCK & ROBINSON CPAS						
44942	ASSISTANCE WITH YEAR END FINANCIAL STATEMENTS	03/07/2026	1,000.00	.00		
Total 10294:			1,000.00	.00		
HARTLAND LUBRICANT & CHEMICALS						
1025615-00	MAINTENANCE - OIL	04/03/2026	274.18	.00		
Total 174:			274.18	.00		
HILLTOPPER REFUSE & RCYL SRVC						
3/26 BAGS	MONTHLY REFUSE P/U	03/31/2026	8,265.00	.00		
3/26 GOLF	RECYCLING & REFUSE P/U GOLF COURSE	03/31/2026	100.90	.00		
3/26 STMT	REFUSE P/U LIBRARY	03/31/2026	10.45	.00		
3/26 STMT	REFUSE P/U PARKS	03/31/2026	405.37	.00		
3/26 STMT	REFUSE P/U ANIMAL SHELTER	03/31/2026	76.53	.00		
3/26 STMT	RECYCLING P/U FIRE DEPT	03/31/2026	16.48	.00		
3/26 STMT	REFUSE P/U CITY HALL	03/31/2026	67.89	.00		
3/26 STMT	REFUSE P/U ARENA	03/31/2026	160.00	.00		
3/26 STMT	CITYWIDE RECYCLING P/U	03/31/2026	7,797.48	.00		
3/26 STMT	REFUSE P/U FIRE DEPT	03/31/2026	26.11	.00		
3/26 STMT	REFUSE P/U MAINT SHOP	03/31/2026	230.71	.00		
Total 9233:			17,156.92	.00		
HOKAH CO-OP OIL ASSOCIATION						
284546	GC - OIL FOR EQUIPMENT	03/17/2026	389.74	.00		
Total 715:			389.74	.00		
HOUSTON CNTY TREASURER						
3914	2ND QTR SOLID WASTE FEES	04/02/2026	30,663.75	.00		
Total 1501:			30,663.75	.00		
INGRAM LIBRARY SERVICES LLC						
95434475	LIBRARY - BOOKS	03/25/2026	52.69	.00		
95661935	LIBRARY - BOOKS	04/03/2026	16.59	.00		
95661936	LIBRARY - BOOKS	04/03/2026	16.51	.00		
95678082	LIBRARY - BOOKS GRANT FUNDED	04/06/2026	24.11	.00		
95744554	LIBRARY - BOOKS	04/08/2026	33.37	.00		
95744555	LIBRARY - BOOKS	04/08/2026	27.35	.00		
95744556	LIBRARY - BOOKS GRANT FUNDED	04/08/2026	31.89	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
95744556	LIBRARY - BOOKS	04/08/2026	90.59	.00		
Total 10337:			293.10	.00		
J & K OF LA CROSSE, INC.						
73859	CLEANING SERVICE - WIESER PAVILION	04/01/2026	388.46	.00		
Total 10265:			388.46	.00		
JOHNSON LIVINGS LLC						
1142	GC - HATS FOR RESALE	03/25/2026	224.44	.00		
Total 10147:			224.44	.00		
KANSAS CITY LIFE INSURANCE CO.						
4/26 STMT	EMPLOYER PAID INS. -CLERK	04/02/2026	10.64	10.64	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -LIBRARY	04/02/2026	27.86	27.86	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -PARKS	04/02/2026	3.45	3.45	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -PD	04/02/2026	83.45	83.45	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -REC	04/02/2026	1.82	1.82	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -SEWER	04/02/2026	12.05	12.05	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -STREET	04/02/2026	18.58	18.58	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -WATER	04/02/2026	14.84	14.84	04/02/2026	
4/26 STMT	P/R DEDUCTIONS	04/02/2026	374.09	374.09	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -PUBLIC WORKS	04/02/2026	22.40	22.40	04/02/2026	
4/26 STMT	EMPLOYER PAID INS. -FD	04/02/2026	.56	.56	04/02/2026	
Total 8915:			569.74	569.74		
KREIBICH, WILLIAM						
3/26 REIMB	REIMB - MILEAGE MSFCA LEADERSHIP	04/22/2026	298.80	.00		
Total 1012:			298.80	.00		
KWIK TRIP INC						
3/26 STMT	PD - WASHER FLUID	03/31/2026	3.85	.00		
3/26 STMT	SEWER - FUEL	03/31/2026	33.43	.00		
3/26 STMT	PD - FUEL	03/31/2026	1,504.22	.00		
3/26 STMT	PARKS - FUEL	03/31/2026	504.07	.00		
3/26 STMT	FD - FUEL	03/31/2026	233.69	.00		
3/26 STMT	B&Z - FUEL	03/31/2026	92.95	.00		
3/26 STMT	STREETS - FUEL	03/31/2026	2,655.83	.00		
3/26 STMT	WATER - FUEL	03/31/2026	33.43	.00		
Total 1014:			5,061.47	.00		
LA CRESCENT ACE HARDWARE						
3/26 STMT	WELL #2 - BLDG MAINT	03/31/2026	118.48	.00		
3/26 STMT	PD - DEICER FOR DOOR	03/31/2026	5.59	.00		
3/26 STMT	STREETS - STREET SWEEPER REPAIR	03/31/2026	19.76	.00		
3/26 STMT	GC - GOLF CAR MAINT	03/31/2026	46.08	.00		
3/26 STMT	MAINT - VEHICLE MAINT	03/31/2026	3.99	.00		
3/26 STMT	CITY HALL - NAILS & HAMMER	03/31/2026	15.99	.00		
3/26 STMT	COMM ROOM - CLEANING SUPPLIES	03/31/2026	6.59	.00		
3/26 STMT	MAINT - SMALL TOOLS	03/31/2026	13.99	.00		
3/26 STMT	FD - VEHICLE REPAIR	03/31/2026	6.99	.00		
3/26 STMT	GC - COURSE MAINT	03/31/2026	62.98	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3/26 STMT	POOL - FREEZER REPAIR	03/31/2026	9.99	.00		
3/26 STMT	STREETS - BRINE TANK REPAIR	03/31/2026	10.98	.00		
3/26 STMT	STREETS - STREET SWEEPER REPAIR	03/31/2026	7.38	.00		
3/26 STMT	CITY HALL - OFFICE SUPPLIES	03/31/2026	18.36	.00		
3/26 STMT	WATER PLANT PIPE REPAIR	03/31/2026	1.39	.00		
3/26 STMT	MAINT - SMALL TOOLS	03/31/2026	43.96	.00		
3/26 STMT	MAINT - BLDG MAINT	03/31/2026	31.66	.00		
3/26 STMT	FD - PROPANE TANK EXCHANGE	03/31/2026	19.99	.00		
3/26 STMT	GC - FLUID FOR BALL WASHERS	03/31/2026	17.96	.00		
Total 717:			462.11	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
2/26 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/23/2026	853.85	.00		
Total 9810:			853.85	.00		
LA CRESCENT AUTO REPAIR, INC						
36699	FD - VEHICLE MAINT	03/25/2026	82.30	.00		
36700	FD - VEHICLE MAINT	03/25/2026	55.64	.00		
Total 8168:			137.94	.00		
LA CRESCENT CHAMBER OF COMMERC						
2/26 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/23/2026	853.85	.00		
Total 1142:			853.85	.00		
LA CRESCENT ROCK PRODUCTS INC						
26-66	STREETS - ROCK FOR SHOP	03/31/2026	692.95	.00		
Total 1121:			692.95	.00		
LA CROSSE AREA CONVENTION AND						
2/26 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	03/23/2026	2,671.03	.00		
Total 9824:			2,671.03	.00		
LAPHAM'S CLEANING LLC						
41	CITY HALL - CLEANING	03/24/2026	1,500.00	.00		
Total 10121:			1,500.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
3/26 DUES	PD - PAYROLL DEDUCTED UNION DUES	04/01/2026	584.00	.00		
Total 1134:			584.00	.00		
LEAGUE OF MN CITIES INS TRUST						
10247	INS DEDUCT - CITY SKID STEER BACKED INTO PARKED	02/16/2026	1,000.00	.00		
Total 1116:			1,000.00	.00		
LEASE SERVICING CENTER, INC.						
52692	PD TESLA - LEASE PYMT PRINCIPAL	04/01/2026	1,050.03	1,050.03	04/01/2026	
52692	PD TESLA - LEASE PYMT INTEREST	04/01/2026	217.29	217.29	04/01/2026	
52692	EQUINOX - LEASE PYMT PRINCIPAL	04/01/2026	1,405.55	1,405.55	04/01/2026	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
52692	EQUINOX - LEASE PYMT INTEREST	04/01/2026	261.12	261.12	04/01/2026	
Total 10152:			2,933.99	2,933.99		
LIBRARY IDEAS LLC						
126121	LIBRARY - BOOKS	03/18/2026	54.95	.00		
126258	LIBRARY - BOOKS	03/19/2026	101.12	.00		
Total 10004:			156.07	.00		
LIFETIME PRODUCTS, INC.						
786925Q	PICNIC TABLES - GRASS AREA LA CRESCENT LIVE	04/06/2026	1,439.96	.00		
786931Q	WIESER PARK - REPLACEMENT PICNIC TABLES	04/06/2026	419.99	.00		
Total 10120:			1,859.95	.00		
MENARDS-LA CROSSE						
26047	PARTS FOR NEW EQUIPMENT AT WEISER PARK	04/08/2026	316.58	.00		
Total 1352:			316.58	.00		
MIDWEST TAPE						
508597650	LIBRARY- MOVIES	03/19/2026	71.97	.00		
508633788	LIBRARY- MOVIES	03/27/2026	26.24	.00		
Total 9851:			98.21	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
03/27/26PR0015	MN CHILD SUPPORT	03/30/2026	497.46	497.46	03/30/2026	
Total 9597:			497.46	497.46		
MINNESOTA DEPT OF HEALTH						
2026 POOL	2026 POOL LICENSE	04/01/2026	995.00	.00		
Total 8740:			995.00	.00		
MINNESOTA DEPT OF REVENUE						
03/27/26 P/R	MN STATE WHT	03/31/2026	3,675.00	3,675.00	03/31/2026	
Total 227:			3,675.00	3,675.00		
MN FIRE SERVICE CERT. BOARD						
15344	FD - INSTRUCTOR 1 CERT EXAM - THESING	03/18/2026	131.00	.00		
Total 1270:			131.00	.00		
MORRIS ELECTRONICS INC.						
18608	CLERK - G3 LICENSES	02/20/2026	99.20	.00		
18608	POLICE DEPT - G3 LICENSES	02/20/2026	49.60	.00		
18608	POLICE DEPT - G1 LICENSES	02/20/2026	79.84	.00		
18608	CLERK - G1 LICENSES	02/20/2026	99.80	.00		
18608	GC - G1 LICENSES	02/20/2026	9.98	.00		
18608	COUNCIL - G1 LICENSES	02/20/2026	49.90	.00		
18608	PLANNING COMM - G1 LICENSES	02/20/2026	69.86	.00		
18608	FIRE DEPT - G1 LICENSES	02/20/2026	69.86	.00		
18608	FIRE DEPT - G3 LICENSES	02/20/2026	12.40	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
18608	STREETS - G1 LICENSES	02/20/2026	19.96	.00		
18608	POOL - G3 LICENSES	02/20/2026	24.80	.00		
18608	B&Z - G3 LICENSES	02/20/2026	12.40	.00		
18608	PUBLIC WORKS - G1 LICENSES	02/20/2026	9.98	.00		
18608	PARKS - G1 LICENSES	02/20/2026	9.98	.00		
18608	WATER DEPT - G3 LICENSES	02/20/2026	24.80	.00		
18608	CONTRACTED - G1 LICENSES	02/20/2026	19.96	.00		
18608	B&Z - G1 LICENSES	02/20/2026	9.98	.00		
19022	CITY ADMIN - LAPTOP & SMART DOCK	03/16/2026	2,956.82	.00		
19023	CITY ADMIN - DESKTOP, KEYBOARD & MOUSE	03/16/2026	2,678.00	.00		
19068	GC - G1 LICENSES	03/18/2026	9.98	.00		
19068	WATER DEPT - G3 LICENSES	03/18/2026	24.80	.00		
19068	POLICE DEPT - G1 LICENSES	03/18/2026	79.84	.00		
19068	POOL - G3 LICENSES	03/18/2026	24.80	.00		
19068	CONTRACTED - G1 LICENSES	03/18/2026	19.96	.00		
19068	PARKS - G1 LICENSES	03/18/2026	9.98	.00		
19068	POLICE DEPT - G3 LICENSES	03/18/2026	49.60	.00		
19068	B&Z - G3 LICENSES	03/18/2026	12.40	.00		
19068	PUBLIC WORKS - G1 LICENSES	03/18/2026	9.98	.00		
19068	B&Z - G1 LICENSES	03/18/2026	9.98	.00		
19068	FIRE DEPT - G3 LICENSES	03/18/2026	12.40	.00		
19068	CLERK - G1 LICENSES	03/18/2026	99.80	.00		
19068	COUNCIL - G1 LICENSES	03/18/2026	49.90	.00		
19068	FIRE DEPT - G1 LICENSES	03/18/2026	69.86	.00		
19068	CLERK - G3 LICENSES	03/18/2026	99.20	.00		
19068	PLANNING COMM - G1 LICENSES	03/18/2026	69.86	.00		
19068	STREETS - G1 LICENSES	03/18/2026	19.96	.00		
Total 10081:			6,979.42	.00		
MUELLER, MURRAY						
4/21/26	LIBRARY - PROGRAM FEE	04/01/2026	50.00	.00		
Total 10347:			50.00	.00		
MUNICIPAL EMERGENCY SERVICES, INC.						
IN2459890	FD - PPE	03/11/2026	88.07	.00		
Total 8816:			88.07	.00		
MUSIC IN MOTION						
NNO 2026	PD - DJ ENTERTAINMENT FOR NNO	04/01/2026	500.00	.00		
Total 9958:			500.00	.00		
NATIONAL BUSNESS FURNITURE, LLC						
ZK287692-OTG	DESK DRAWER FOR CITY ADMIN OFFICE	04/06/2026	130.22	.00		
Total 10092:			130.22	.00		
NCPERS GROUP LIFE INSURANCE						
3/26 STMT	LIFE INSURANCE PREMIUMS	04/01/2026	112.00	.00		
Total 1619:			112.00	.00		
NESS PUMPING SERVICE						
13171	OLD HICKORY PARK - TOILET RENTAL	04/07/2026	615.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10061:			615.00	.00		
NORTHERN BATTERY						
14312603301140	GC - BATTERIES FOR EQUIPMENT	03/30/2026	882.76	.00		
14312603301140	GC - BATTERIES FOR GOLF CARS	03/30/2026	822.28	.00		
Total 1461:			1,705.04	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1649317	GC - BEER FOR RESALE	03/26/2026	1,392.35	.00		
Total 2311:			1,392.35	.00		
OFFICE OF MNIT SERVICES						
26020651	CITY HALL - MONTHLY CROWDSTRIKE ANTIVIRUS MONI	03/18/2026	21.33	.00		
26020651	PUBLIC WORKS - MONTHLY CROWDSTRIKE ANTIVIRUS	03/18/2026	2.67	.00		
26020651	B&Z - MONTHLY CROWDSTRIKE ANTIVIRUS MONITORIN	03/18/2026	10.67	.00		
26020651	SERVER & CONTROL EQUIP - MONTHLY CROWDSTRIKE	03/18/2026	18.66	.00		
26020651	PD - MONTHLY CROWDSTRIKE ANTIVIRUS MONITORING	03/18/2026	40.00	.00		
26020651	FINANCE - MONTHLY CROWDSTRIKE ANTIVIRUS MONIT	03/18/2026	10.67	.00		
26020651	LIC BUR - MONTHLY CROWDSTRIKE ANTIVIRUS MONITO	03/18/2026	8.00	.00		
26020651	FIRE DEPT - MONTHLY CROWDSTRIKE ANTIVIRUS MONI	03/18/2026	16.00	.00		
26020651	GOLF COURSE - MONTHLY CROWDSTRIKE ANTIVIRUS M	03/18/2026	2.67	.00		
Total 10332:			130.67	.00		
PAYNE, GREG						
3/26 REIMB	FD - REIMB MEALS & MILEAGE FOR TRAINING	03/22/2026	478.48	.00		
Total 10349:			478.48	.00		
PENDELTON TURF SUPPLY INC						
13390	GC - FERTILIZER FOR THE COURSE	04/02/2026	2,240.00	.00		
13391	GC - CHEMICALS FOR THE COURSE	04/02/2026	6,789.00	.00		
Total 9169:			9,029.00	.00		
PEPSI-COLA BOTTLING COMPANY						
9113882	GC - POP FOR RESALE	03/25/2026	1,194.00	.00		
Total 1615:			1,194.00	.00		
PETTY CASH - PINE CREEK GC						
2026 PETTY CA	PETTY CASH	03/23/2026	150.00	150.00	03/23/2026	
2026 START UP	START UP CASH	03/23/2026	2,000.00	2,000.00	03/23/2026	
Total 2404:			2,150.00	2,150.00		
POINT C						
03/27/26 L. OLS	MEDICAL REIMB P/R DEDUCTED- L. OLSON	03/30/2026	466.67	466.67	03/30/2026	
03/28/26 K. TAR	MEDICAL REIMB P/R DEDUCTED- K. TARRENCE	03/31/2026	173.60	173.60	03/31/2026	
3/20/26 E. RILEY	MEDICAL REIMB P/R DEDUCTED- E. RILEY	03/30/2026	2,003.94	2,003.94	03/30/2026	
3/21/26 D. STAV	MEDICAL REIMB P/R DEDUCTED-D. STAVENAU	03/24/2026	10.00	10.00	03/24/2026	
4/6/26 D. STAVE	MEDICAL REIMB P/R DEDUCTED-D. STAVENAU	04/07/2026	1,234.02	1,234.02	04/07/2026	
4/6/26 D. STAVE	MEDICAL REIMB P/R DEDUCTED-D. STAVENAU	04/07/2026	10.00	10.00	04/07/2026	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10202:			3,898.23	3,898.23		
PROLOGUE PLANNING GROUP						
3/1/26 - 3/31/26	ECONOMIC DEVELOPMENT SERVICES	03/31/2026	1,965.18	.00		
Total 10006:			1,965.18	.00		
PUBLIC EMPLOYEES RETIREMENT						
03/27/26 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	04/02/2026	16,681.32	16,681.32	04/02/2026	
Total 1612:			16,681.32	16,681.32		
QUALITY FLOW SYSTEMS, INC						
50788	LIFT STATION SERVICE CHECKS	04/02/2026	1,820.00	.00		
Total 9917:			1,820.00	.00		
QUILLINS LA CRESCENT						
3/26 STMT	STREETS - OIL TO WINTERIZE BRINE TANK	03/31/2026	12.79	.00		
3/26 STMT	GC - POP FOR RESALE	03/31/2026	20.00	.00		
3/26 STMT	PD - CANDY	03/31/2026	14.07	.00		
3/26 STMT	CITY - WATER FOR INTERVIEWS	03/31/2026	3.16	.00		
3/26 STMT	GC - FOOD FOR RESALE	03/31/2026	11.45	.00		
Total 1707:			61.47	.00		
RELIABLE PEST MANAGEMENT						
18424	CITY HALL - PEST CONTROL	03/05/2026	55.00	.00		
Total 9871:			55.00	.00		
RIVERLAND COMMUNITY COLLEGE						
1333526	FD - TRAINING FOR B. THESING REIMB THROUGH MBFT	04/01/2026	685.00	.00		
Total 1837:			685.00	.00		
SAM'S CLUB						
3/26 STMT	CITY HALL - CLEANING SUPPLIES	03/31/2026	41.86	41.86	04/03/2026	
3/26 STMT	CITY HALL - OFFICE SUPPLIES	03/31/2026	58.94	58.94	04/03/2026	
3/26 STMT	MAINT - OFFICE SUPPLIES	03/31/2026	68.92	68.92	04/03/2026	
3/26 STMT	POOL - COMMERCIAL UPRIGHT FREEZER	03/31/2026	3,798.00	3,798.00	04/03/2026	
3/26 STMT	GOLF COURSE - FOOD FOR RESALE	03/31/2026	201.62	201.62	04/03/2026	
3/26 STMT	GOLF COURSE - CHIPS, SNACKS & NUTS	03/31/2026	344.58	344.58	04/03/2026	
Total 1861:			4,513.92	4,513.92		
SENSUS USA						
ZA 82601238	WATER - AUTOREAD ANNUAL SUPPORT	03/25/2026	2,349.50	.00		
ZA 82601238	SEWER - AUTOREAD ANNUAL SUPPORT	03/25/2026	2,349.50	.00		
Total 8046:			4,699.00	.00		
SOUTHEAST LIBRARIES COOP						
054231	LIBRARY- ILS PACKAGE AND PC SUPPORT	04/01/2026	821.74	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1962:			821.74	.00		
SPLISH SPLASH AUTO BATH						
4/6/26	PD - CAR WASH TOKENS	04/06/2026	162.00	.00		
4/6/26 B&Z	B&Z - CAR WASH TOKENS	04/06/2026	97.20	.00		
Total 8567:			259.20	.00		
STAR TRIBUNE						
4/26 - 4/27	LIBRARY SUBSCRIPTION RENEWAL - 52 WEEKS	04/01/2026	520.94	.00		
Total 1866:			520.94	.00		
THIN LINE OUTFITTERS OF WI LLC						
260057	PD - P-17 VEHICLE MAINT	04/02/2026	150.00	.00		
Total 10321:			150.00	.00		
TRI-STATE BUSINESS MACHINES IN						
649508	LIBRARY - COPY/PRINTER	03/12/2026	98.00	.00		
649919	WATER - COPY/PRINTER	03/18/2026	42.98	.00		
649919	SEWER - COPY/PRINTER	03/18/2026	42.99	.00		
649919	PD - COPY/PRINTER	03/18/2026	82.34	.00		
649919	PUBLIC WORKS - COPY/PRINTER	03/18/2026	107.46	.00		
649919	FD - COPY/PRINTER	03/18/2026	14.37	.00		
649919	MOTOR VEHICLE - COPY/PRINTER	03/18/2026	66.00	.00		
649919	B&Z - COPY/PRINTER	03/18/2026	64.48	.00		
649919	GOLF COURSE - COPY/PRINTER	03/18/2026	14.67	.00		
649919	CLERK - COPY/PRINTER	03/18/2026	107.46	.00		
Total 2024:			640.75	.00		
UNIVERSAL TRUCK EQUIPMENT INC						
67695	STREETS - PLOW TRUCK & 1 TON REPAIR	03/19/2026	597.76	.00		
Total 2105:			597.76	.00		
US POSTAL SERVICE						
04/26 CYCLE 2 B	POSTAGE - WATER/SEWER BILL	04/01/2026	132.98	132.98	04/01/2026	
04/26 CYCLE 2 B	POSTAGE - WATER/SEWER BILL	04/01/2026	132.98	132.98	04/01/2026	
Total 2102:			265.96	265.96		
VEHICLE RESPONSE TRAINING LLC						
2094	FD - VEHICLE RESPONSE TRAINING	03/31/2026	4,479.90	.00		
Total 10348:			4,479.90	.00		
VERIZON WIRELESS						
6139690316	FD - MOBILE & DATA	03/28/2026	240.15	.00		
6139713267	WATER DEPT - DATA	03/28/2026	20.02	.00		
6139713267	PD - COMPUTER DATA & PHONE SERVICE	03/28/2026	552.81	.00		
6139713267	SEWER DEPT - DATA	03/28/2026	20.02	.00		
6139713267	B&Z - COMPUTER DATA	03/28/2026	40.04	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8973:			873.04	.00		
VISA						
3/26 STMT	B&Z - SOFTWARE SUBSCRIPTION RENEWAL	03/31/2026	440.00	.00		
3/26 STMT	PD - CONFERENCE REGISTRATION	03/31/2026	391.40	.00		
3/26 STMT	CDL ANNUAL QUERY	03/31/2026	2.50	.00		
3/26 STMT	FD - PPE	03/31/2026	19.94	.00		
3/26 STMT	CITY NEWSLETTER WEBSITE EMAIL	03/31/2026	26.50	.00		
3/26 STMT	PD - TRAINING CREDIT	03/31/2026	169.00-	.00		
3/26 STMT	B&Z - TRAINING (2)	03/31/2026	250.00	.00		
3/26 STMT	REQUEST FOR BIDS AD	03/31/2026	14.02	.00		
3/26 STMT	PROJECT REVIEW MEETING	03/31/2026	84.84	.00		
3/26 STMT	PD - P-24 VEHICLE MAINT	03/31/2026	150.00	.00		
3/26 STMT	LIBRARY - PROGRAM SUPPLIES	03/31/2026	515.00	.00		
3/26 STMT	PUBLIC HEARING AD	03/31/2026	7.91	.00		
3/26 STMT	PD - INTERNET PEOPLE SEARCH	03/31/2026	100.00	.00		
3/26 STMT	SUMMMARY OF ORD 597 AD	03/31/2026	10.30	.00		
3/26 STMT	PROJECT REVIEW MEETING	03/31/2026	71.68	.00		
3/26 STMT	PD - TRAINING	03/31/2026	638.00	.00		
3/26 STMT	2026 BOARD OF APPEAL AD	03/31/2026	23.95	.00		
3/26 STMT	FD - MEALS & FUEL FOR TRAINING	03/31/2026	81.35	.00		
3/26 STMT	LIBRARY - PROGRAM SUPPLIES	03/31/2026	42.96	.00		
Total 2208:			2,701.35	.00		
VISION DESIGN GROUP						
131524	QTRLY WEB SITE HOSTING FEES	04/01/2026	180.00	.00		
Total 9254:			180.00	.00		
VOYA INSTITUTIONAL TRUST COMPANY						
03/27/26 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	03/31/2026	3,409.50	3,409.50	03/31/2026	
Total 10290:			3,409.50	3,409.50		
WHKS & CO.						
57238	MONTHLY STAFF MEETING	02/27/2026	372.00	.00		
57238	FRUIT ACRES ASSISTANCE	02/27/2026	784.00	.00		
57238	CRUCIFIXION SITE REVIEWS	02/27/2026	837.00	.00		
57238	STATE AID MEETINGS	02/27/2026	372.00	.00		
57238	BASEMAP REVISIONS	02/27/2026	414.00	.00		
57238	MILEAGE	02/27/2026	10.88	.00		
57269	MAPLE ST RECONSTRUCTION	02/27/2026	9,292.32	.00		
57275	REDWOOD ST STORM SEWER IMPROVEMENTS	02/27/2026	13,954.12	.00		
Total 8290:			26,036.32	.00		
WIESER LAW OFFICE PC						
3/26 CITY	COUNCIL - LEGAL FEES	03/31/2026	3,645.25	.00		
3/26 CITY	BLDG/ZNG - LEGAL FEES	03/31/2026	3,645.25	.00		
3/26 CITY	WATER DEPT - LEGAL FEES	03/31/2026	1,822.62	.00		
3/26 CITY	SEWER DEPT - LEGAL FEES	03/31/2026	1,822.63	.00		
3/26 CITY	CLERK - LEGAL FEES	03/31/2026	3,645.25	.00		
3/26 POLICE	PD - LEGAL FEES	03/31/2026	3,194.73	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2361:			17,775.73	.00		
WITKINS, JESSICA						
4/26 REIMB	LIBRARY - REIMB MEALS & MILEAGE FOR CONFERENCE	04/03/2026	522.38	.00		
Total 10233:			522.38	.00		
Grand Totals:			284,410.79	76,611.28		

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.









LA CRESCENT PUBLIC LIBRARY

ANNUAL REPORT 2025

FROM THE DIRECTOR



Hey Friends!

This past year brought some changes to our library, the biggest of which was a new integrated library system for both staff and patrons. We completed a floor move within the children's area, updated our public computers and added two chromebook options for mobile use, and maintained our programs and services throughout the setup and training. We also launched another dynamic community collaboration project this year, honoring Minnesota's veterans in partnership with our local American Legion, Veterans of Foreign Wars, La Crescent Area Historical Society, and City of La Crescent. We received wonderful feedback about these programs and look forward to continuing the partnerships we built. Stay tuned to see what's in store for 2026! ~ Jess

PUBLIC USAGE

20,302 In-Person Visits (-7%)
1,934 Public Computer Sessions (+120%)
52,613 Physical Item Checkouts (+29%)

Total Registered Users: 3,244 (+4%)

New Materials Added: 1,878 (+7%)

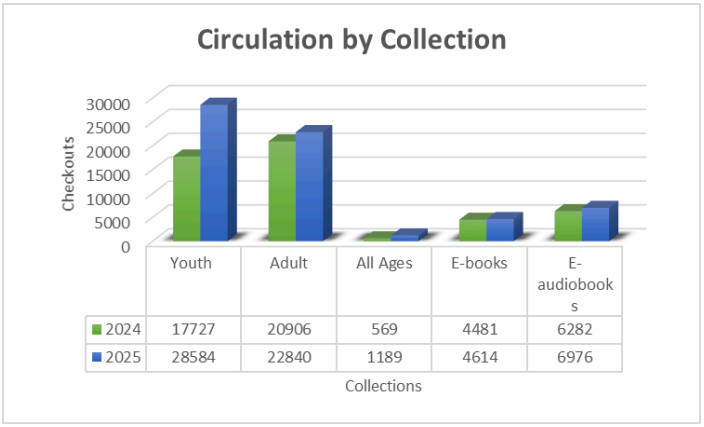


Book Bingo Winners hold up their prizes.

VIRTUAL USAGE

12,235 Website Visits (-39%)
1,536 Wifi Sessions (-17%)
11,590 E-book & E-Audio Checkouts (+7%)

CIRCULATION





Summer Reading Program Aloha Storytime

Library usage increased in 2025 across both physical and digital collection materials. Lower visits to our library website were anticipated with the launch of the SELCO library app, making it easier for patrons to request materials, renew items, and manage their accounts.

LIBRARY INFO







334

Programs
(+9%)









4,939

Participants
(+2%)



HIGHLIGHTS



Cooking Demos

Our nutrition-based cooking demonstrations remained a popular program supporting community health education.



Traveling Exhibits

We hosted five unique exhibits from the MN Department of Education and Pollution Control Agency highlighting climate education.



Visible Veterans

We recognized and honored Minnesota veterans with a special program series thanks to a collaborative grant through the MN Arts and Cultural Heritage Fund.



Mentorship

We welcomed our first summer intern, Hailey, through the Community Health Internship Program, providing professional experience to them, and better serving our community.



Littles at the Library

In 2025, we became a new location for La Crescent - Hokah Continuing Education's early childhood and parent education series. This popular program continues to grow!



Guest Authors

We hosted thirteen author visits across all ages and genres for interested readers to engage with and learn from.



Reading Challenges

Encouraging reading for pleasure and discussion, we hosted several pop-up book clubs for genre-lovers. We had 271 participants in our adult reading challenges, and 175 participants in our community read programs.



Third Space

Everyone is welcome at the library! Whether you join us for programs inside our building, or out in the community, we are a safe space for all ages and stages!

FINANCIAL HIGHLIGHTS

When you donate to the library, that gift goes right back into the community. Thanks to the monetary support we received in 2025, we were able to provide two community reads, summer reading performers and programs, four storywalks, an outdoor concert, nutrition-based cooking demonstrations, meals at our veteran programs, guest author visits, and hundreds of new materials for our collection.

Total Operating Revenue:
$303,958

Total Operating Expenses:
$286,904

Friends of the Library Financial Support:
$19,860

Special programs and collection development

Additional Financial Support:
$13,180

Monetary gifts in the form of donations, grants, sponsorships, and memorial gifts.



WHAT'S TO COME IN 2026

Updated SELCO Library app available now.

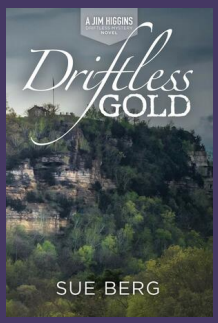
Summer Reading Program for Youth AND Adults



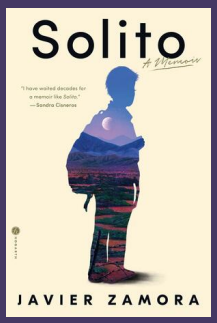


Chicahuac Exhibit coming in June

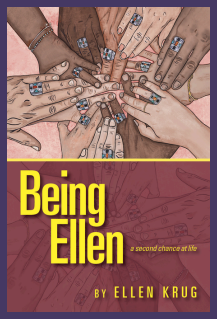
Three La Crescent Community Reads



March



May



September

THANK YOU

From everyone on staff, we thank you for visiting your local library. It is our pleasure and privilege to learn with you, play with you, and support each other. Thank you for trusting us to find the information you need and plan the programs you enjoy. Thank you for loving your library, and remember, your library loves you!

~ Jess, Judy, Emily & Molly









La Crescent Public Library
321 Main St.
La Crescent, MN 55947
(507) 895-4047
http://lacrescent.lib.mn.us

LA CRESCENT PUBLIC LIBRARY

321 MAIN ST., LA CRESCENT, MN 55947

PHONE (507)895-4047 FAX (507)895-7153

March 11, 2026

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

Dear Mayor Poellinger and City Council Members,

I am writing to request the use of some city space during our Summer Reading Program. This year's theme is Plant a Seed, Read! We are focusing on themes of nature education with programs and exhibits highlighting pollinators, naturalists, and events at our Farmer's Market.

In order to welcome as many library friends as possible, we need to seek outside space in order to accommodate our program attendee size. We do this by being present at the La Crescent Farmer's Market and offering book raffles, activities, and storytimes as well as by showcasing two story walks in Kistler and Veteran's Park during the summer.

This year, we have two outdoor space requests to help us with our summer reading programming.

1) Use of the grassy lot and stage behind the library and partial parking lot (row adjacent to the green space)
    a. Date: Saturday, July 18th, 2025 – estimated times 10:30am – 2:30pm
    b. Purpose: To host the Larkspur Reed Trio in "Isabel and Her Colores Go To School" – an interactive, bilingual, and musical storytelling program (Sponsored by the Friends of the La Crescent Library)
    c. Rain site: La Crescent Public Library
    d. Additional Needs: partial closing of the parking lot (first row of spaces adjacent to the green space), outdoor extension cords and power strips as needed
2) Use of the grassy lot behind the library and the full parking lot
    a. Date: Friday, July 24th, 2025 – estimated times 12:00pm – 9:00pm
    b. Purpose: To host our Family Fun Night – an end of summer reading gathering for the community featuring a Foam Party and dj mix, yard games, a mix of food vendors, and games/activities for kids
    c. Rain site: La Crescent Community Building
    d. Additional needs: partial closing of the alleyway to ensure community safety and access to the library building for restrooms and services, use of picnic tables (15), large garbage bins, outdoor extension cord & power strips as needed

I thank the council for their time and consideration, and for their support of the library and its mission of accessibility to the La Crescent community.

Sincerely,

Jess Witkins
Library Director

La Crescent City Council Update

April 13, 2026

HISTORY

La Crescent LIVE



La Crescent Live was born out of the vision and dedication of the La Crescent Lions Club, an esteemed community organization committed to service and fostering unity among residents. Recognizing the transformative power of music, the Lions Club envisioned an event that would celebrate the spirit of togetherness while showcasing the immense talent within and beyond our community.

We invite you to join us on this remarkable journey as we celebrate the beauty of music and create unforgettable moments under the open sky. Whether you're a music aficionado, a supporter of the arts, or simply seeking a vibrant community experience, La Crescent Live offers something for everyone.

La Crescent Live: By The Numbers

Sponsors:

2023: 30

2025: 40

Attendance:

2023: 175 - 200

2025: 350 - 750+

Non-Profits Supported

2024 - 2025: 10

La Crescent LIVE

By The Numbers Cont.

From the Levitt Family Foundation/Levitt Music Series & Venues

Scale: 7–10 free outdoor concerts per year in 50+ communities

Reported Impact:

- Levitt Foundation notes **"incredible positive impact…spurring additional investments supporting the local economy"** in communities hosting free outdoor concerts.
- Emphasis on **revitalizing underused public spaces**, increasing foot traffic, and strengthening local business ecosystems.
- See more at Home - Levitt

Relevance to La Crescent Live:

- Levitt programs are a close national model for free, community-driven outdoor music.
- Their published outcomes often include:
  - Increased local spending
  - Growth in adjacent business activity
  - Long-term community development benefits

La Crescent LIVE

Creating Community Connections Through Enjoyment of the Arts…

We Love It Here!

La Crescent Live 2025 - Thank You all for another successful season!



2026 Concert Line-Up

- June 10 – Mr. Blink
- June 24 – Double Take
- July 8 – Ryan Howe & Flashback
- July 17 (Fri. – Lancer All School Reunion) – LP and the 45s
- Aug. 5 – High Mileage
- Aug. 19 – (Rain Date)
- Sep. 12 (Sat. – Natl. Gravel Championship @ Abnet Field) – MadLee Band

An Eye to the Future!



The Ultimate Goal…

We continue to work closely with the City of La Crescent to plan for a permanent Outdoor Performance Venue in the heart of La Crescent. You may have heard that plans are underway for a new Library, City Hall and Police Department in La Crescent. The Outdoor Performance Venue will enhance those City plans and fits in with the City's strategic plan for downtown development. We will share more information throughout the summer and let you know when we are ready to launch our capital campaign.



La Crescent Live's Nonprofit Journey

La Crescent Live is taking an exciting next step in its journey by establishing itself as a nonprofit organization. This transition will strengthen our ability to bring accessible arts, music, and cultural experiences to our community. Becoming a nonprofit opens the door to new grant opportunities, deeper partnerships, and expanded programming that supports local artists and engages residents of all ages.
It also positions us to pursue a major long-term goal: the creation of a permanent outdoor performance venue that will serve as a cultural anchor for the region. As we complete the final stages of our 501(c)(3) application, we're grateful for the community members, volunteers, and partners who continue to champion our mission. Together, we're building a vibrant creative future for La Crescent and our surrounding region.





La Crescent LIVE

La Crescent LIVE

Proposal for the La Crescent Live 2026 Concert Series

March 25, 2026

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

DESCRIPTION & BACKGROUND:

The La Crescent Live Steering Committee and the La Crescent Lions Club would like to once again work with the City of La Crescent to host a series of free concerts. The concerts would again be held in the City-owned Green Space and City Parking Lot located behind City Hall and the Library.

The concert dates include: June 10th, June 24th, July 8th, July 17th, and August 5th, and we would like to reserve August 19th as a possible rain date. The events will run from 5:30pm to 8:30pm. We would begin event setup around 3:00pm. We are planning for food and beverage vendors, including adult beverages, to be set up in the City Parking Lot, along with occasional informational tents for other non-profit and service organizations.

As you know, we are working with the City and the USA Cycling Gravel Nationals organization to plan **a free concert for Saturday, September 12th** to invite the community to celebrate the weekend with the cyclists and their families. That concert will take place at Abnet Park in conjunction with other race events. Plans include music, food and beverages, including adult beverages. Exact time and details are being worked out now as part of the overall planning with USA Cycling.

La Crescent Live requests the following assistance from the City:

1. **IMPROVEMENTS TO THE CITY GREEN SPACE – Expand Stage Area & Add Tables & Benches:** We have talked with Interim City Administrator Tyler Benish about expanding the concrete pad in the green space (approximately 4 feet across the front and 4 feet on each side) to better accommodate our large tent and give the bands more room. Our proposal is that La Crescent Live will donate the funds to pay for the concrete and the City staff will do the installation.

   The La Crescent Lions Club is considering a donation to the City to purchase additional picnic tables and benches to be used at our concerts, as well as for use at other City park locations at other times. The Lions hope to present a separate donation proposal to the City in the near future.

2. **RESERVE CITY GREEN SPACE & PARKING LOT located behind City Hall** to use for each of the dates listed above. (The concert on 9/12 will be at Abnet Park). We ask that our committee be allowed to use City barricades and post signs at the City Parking Lot the night before each concert to inform users that the lot will be closed at 12:30pm on each concert date. We also may want to use an area for a supervised bike corral. (perhaps the City-owned lot next to the Community Center.)

3. **PLACEMENT OF A PORTABLE TOILET** – It worked well last year to have the City place a portable handicapped-accessible toilet in the corner of the City Parking Lot. This not only served our concerts and the various outdoor Library events, but is also helpful to bicyclists and pedestrians using the downtown area.

4. **CITY POLICE DEPARTMENT:**
   a. **Reserve Officers:** Two (2) Police Reserve members at each concert from approximately 5pm to 8:30pm to assist in managing traffic and spectators.
   b. **Barricades:** As last year, placement of street barricades to close a portion of South 1st Street, from the Ace Hardware parking area to the private drive next to the Fire Department. Also barricades to close the section of the alley behind City Hall from the Library to City Hall, from 3:30pm to 9pm. (we can provide a diagram)

c. **Notice of Parking Lot Closure**: As referenced above, the night before each concert our volunteers would like to use City barricades with signage to notify the public and employees of area businesses that the City lot will be closed at 12:30pm on the day of each concert and that all vehicles must be removed from the lot by 12:30pm. (Last year we had a real challenge locating vehicle owners and clearing the lot for concert setup.)

5. CITY PUBLIC WORKS CREW:

a. **Picnic Tables**: Placement of picnic tables in the green space for the summer and then help to move the tables to the City Parking Lot during setup for each concert.
b. **Garbage Cans & Recycling Containers**: placement of containers that can remain on the City-owned green space between events. (The recycling containers are not as durable and may need to be stored between concerts.)
c. GROWING GRASS & MOWING: We know the Green Space isn't the easiest place to grow grass, but please ask the City crew to do what they can to keep the Green Space in the best condition possible. **We appreciate the crew scheduling mowing the Green Space in advance of each concert.**
d. **CITY PARKING LOT PATCHING:** We understand the City is planning to do some rehab and patching in the City Parking Lot before the concert season begins. We know this may be a losing battle, but anything you can do to level out the surfaces closest to the green space would be most appreciated.

We would be happy to discuss our plans further or answer any additional questions. Thank you for all the City has done to help La Crescent Live improve the green space and help us bring live music to our community. We value this ongoing partnership and we appreciate all the help provided by the City Staff. Thank you for your consideration of our 2026 Concert Series.

La Crescent Live and La Crescent Lions Club

Concert Site Set-Up Committee: Teresa O'Donnell-Ebner (507-450-0158), Randy Rosenberg (414-640-4917), Ron Wilke (952-454-7507)

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: April 7th, 2026

SUBJECT: Revised Native Landscape Ordinance

Included in the packet for review and adoption is a Native Landscape Ordinance for La Crescent. Feedback from the council has been incorporated into the ordinance. In 2023 the State of Minnesota passed a new law (412.925) that requires municipalities to allow property owners and occupants to install and maintain managed natural landscapes. The proposed ordinance would set up a permit application process and allow monitoring of native landscapes installed by property owners in the city. We recommend the city council adopts the native landscape ordinance. I will be in attendance to review the ordinance and answer questions from the council.

ORDINANCE NO. 598

AN ORDINANCE REGULATING NATIVE LANDSCAPES WITHIN THE CITY OF LA CRESCENT

SECTION 1. DEFINITIONS.

(1) "Aesthetic landscaping" means the intentional design and maintenance of vegetation and landscape elements to achieve a visually cohesive, orderly, and managed appearance, typically characterized by defined edges, deliberate plant arrangement, and regular upkeep. This term is distinct from "managed native landscape," which may emphasize ecological function and naturalized plant patters over formal or conventional visual order.

(2) "Managed native landscape" means a planned, intentional and maintained planting of native or non-native grasses, wildflowers, forbs, ferns, shrubs or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plantings.

(3) ""Meadow vegetation" shall be defined pursuant to Minnesota Statute §412.925(a)(2).

(4) ""Ornamental plants" shall be defined pursuant to Minnesota Statute §412.925(a)(3).

(5) "Noxious weed" shall mean plants so designated by the Commissioner of Agriculture pursuant to Minnesota Statute §18.77, Subd. 8.

(6) "Rain gardens" shall be defined pursuant to Minnesota Statute §412.925(a)(4).

(7) "Turf-grass lawn" means a lawn comprised mostly of grasses commonly used in regularly cut lawns or play areas (such as but not limited to bluegrass, fescue, and ryegrass blends), intended to be maintained at a height of no more than twelve (12) inches.

SECTION 2. EXCEPTION TO NUISANCE REGULATION. Maintained and weeded prairie or native landscape vegetation that does not contain noxious weed growth, provided that the property owner applies for and issued a native landscape permit and maintains the property in a condition sufficient to maintain the permit, is not considered a nuisance. This Section does not apply to turf-grass lawns.

SECTION 3. PERMITTED USES. In accordance with Section 4 of this Ordinance and relevant Minnesota Statutes, a managed native landscape shall be permitted within a defined landscape area on parcels provided that such defined landscape area:

(a) Occupies no more than 50% of the surface area of the parcel excluding natural wooded areas, wetlands, bodies of water, rain gardens, and scenic easements;

(b) Is set back from the property lines by at least five (5) feet unless managed native landscaping area directly abuts a wetland, pond, lake, stream, or officially designated nature area;

(c) Is clearly defined by edging, fence, or similar material, or is directly abutting at least a mower's width of mowed and maintained turf grass on all sides; and

(d) Is maintained at least once per year to a height no more than eight (8) inches.

SECTION 4. PERMIT. A native landscape permit is required prior to establishing a managed native landscape. A permit is not required for aesthetic landscaping.

SECTION 5. PERMIT APPLICATION. An application for a native vegetation landscape shall contain:

(a) The name and address of the applicant and the location of the native landscape;
(b) A site plan for the area sought to be permitted;
(c) A planting plan, to include a complete list of species to be used and the maintenance requirements for each plant;
(d) A maintenance plan, including the mature height of all native vegetation and a plan to prevent weeds and noxious weeds;
(e) The contact information for the person(s)/entity responsible for maintaining the native landscape; and
(f) A $50.00 permit fee.

SECTION 6. ISSUANCE OF NATIVE LANDSCAPE PERMIT AND NATIVE LANDSCAPE SIGN. The Public Works Director shall determine the completeness of the application and shall issue the native landscape permit and native landscape permit sign unless the management and maintenance plan is incomplete or inconsistent with the application requirements. The native landscape sign shall be visible at all times.

SECTION 7. DENIAL OF NATIVE LANDSCAPE PERMIT; APPEAL. Any person whose application for a native landscape permit is denied shall receive written notice of such denial and may appeal that determination to the Public Works Director by filing such notice of such appeal within 10 days of the date on the notice of denial. Upon receipt of the notice of appeal, the Public Works Director shall set a public hearing at which the applicant and any other party wishing to be heard shall have an opportunity to present evidence as to the applicant's compliance with the provisions of this ordinance and the application procedure. If the Public Works Director determines that the applicant has complied with the application provisions of this chapter, including the management and maintenance plan requirements, the Public Works Director shall issue the native landscape permit. The Public Works Director shall affirm the denial if it determines that the applicant has not complied with the provisions of this chapter.

SECTION 8. REVOCATION OF NATIVE LANDSCAPE PERMIT. A native landscape permit may be revoked by the Public Works Director if the weeds are not maintained, if vegetation is deemed to encroach on a right of way or otherwise obstruct visibility that could reasonably be a safety hazard, or if the Permittee fails to maintain the native landscape area in a manner consistent with the maintenance plan included in the application. The notice of revocation shall indicate that

the revocation shall be effective on the date identified therein, which date shall not be less than 14 days later than the date on the notice, unless the permittee files a written appeal to the Public Works Director. Upon said date of revocation, the native landscape permit sign must be removed from the property.

SECTION 9. PENALTY. Any person violating any provision of this Chapter shall, upon conviction, be guilty of a petty misdemeanor. The penalty which may be imposed under this Section shall be a $300.00 fine.

SECTION 10. SEVERABILITY. Should any section, subdivision, clause or other provision of this Chapter be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of this Chapter as a whole, or of any part thereof, other than the part held to be invalid.

SECTION 11. EFFECTIVE DATE AND EXPIRATION. This Ordinance shall take effect and be enforced from and after its passage and publication.

PASSED AND ENACTED THIS ___ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Administrator

DRAFT

Native Vegetation Landscape Permit Application

Sustainability Department | 315 Main Street, La Crescent, MN 55947
507-313-9633 | www.cityoflacrescent-mn.gov
jludwigson@cityoflacrescent-mn.gov

PERMIT APPLICATION

One Time Permit Fee: $50

Property owner's name:			
Address:	City:	State:	Zip:
Phone:	Email:		
Location of native landscaping (if different address from above):		Project start date:	

I have read and understand all applicable City statutes, City ordinances, and other information included in this application packet. I certify that the information supplied in this application is correct. If granted this permit, I agree to comply with all regulations, limitations, and conditions that apply to lawn maintenance in La Crescent, and to display native prairie signage provided by the City on my property.

Applicant's signature:	Printed name:	Date:

DESCRIPTION OF WORK

Please attach the following to complete the application.

- ☐ **Site Plan:** Show lot lines, street edges, buildings, and location of native vegetation. Clearly label the spot where City-provided native prairie signage will be displayed. If approved the city will provide signage for installation. Identify the property's legal description (e.g. Lot 2, Block 1, La Crescent Addition). Check the following if additional code restrictions apply:
  - ☐ Corner visibility restrictions have been addressed (information attached).
  - ☐ Right-of-way (ROW) restrictions have been addressed (ROW application attached).
- ☐ **Planting Plan:** Include a complete list of species (Latin and common names) to be used and identify the maintenance requirements for each plant. This shall include the name of a native seed mix and what the mix includes. This shall include site preparation plans and seeding plans (i.e. broadcast or drilled).
- ☐ **Maintenance Plan:** Provide a complete maintenance plan, including the following:
  - ☐ Planting diagram listing the mature height of all specimens of native vegetation.
  - ☐ Detailed info on the long-term maintenance requirements for weed prevention and noxious weeds.
  - ☐ Native vegetation shall be cut at least once annually to a height no greater than 12".
- ☐ **Contact Information:** Provide a name and address of a professional landscaping company that has been hired to perform maintenance on native vegetation; OR the name, address, and qualifications of the person(s) who will be responsible for maintaining the native vegetation.

Staff Use Only

Date Applied: _____

Application checklist: ☐ Statement of intent ☐ Site plan
☐ Maintenance plan & person(s) responsible w/ qualifications
☐ Plant list ☐ Application complete and signed

Permit: ☐ Approved ☐ Denied ☐ Permit fee paid

_____ _____
Sustainability Coordinator Date

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: April 8th, 2026

SUBJECT: SE MN Energy Efficiency and Conservation Block Grant Agreement MN Commerce

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The city submitted a grant application to MPCA in 2025 for a SE MN Energy Efficiency and Conservation Block Grant to complete an Ice Arena Refrigeration Feasibility Study. The SE MN Energy Efficiency and Conservation Block Grant was awarded to the City of La Crescent for $20,000. A copy of the grant agreement is attached. We would suggest that the City Council approve the grant agreement between the City of La Crescent and the MPCA. I will be in attendance to answer any questions and to review the grant agreement with the council.

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

Swift Contract Number:

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Commerce ("State") and the City of La Crescent, 315 Main Street, La Crescent, MN, 55947 ("Grantee").

Recitals

1. Under Minnesota Statutes §216C.02 Subdivision 1, the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of assistance from cities and counties for long-term planning centered on energy efficiency practices, the incorporation of renewable energy technology, and other energy resilience measures.
3. The state received federal award DE-EE0000163 under the Infrastructure Investment and Jobs Act to fulfill its plan to expand such programming in accordance with these statutes.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. March 6, 2026, or the date the State obtains all required signatures, whichever is later.

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

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

1.2 Expiration Date.

A. November 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; Flow-Down Requirements; Reporting; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

The parties will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work attached and incorporated here.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the

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

4 Consideration and Terms of Payment

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

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **Twenty Thousand** dollars and **Zero** cents (**$20,000.00**) which shall be paid in accordance with the terms outlined in Exhibit B: Budget which is attached and incorporated into this Grant Contract Agreement.

4.2 Administrative Costs. Grantee administrative costs are not eligible under this grant.

4.3 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed **Zero** dollars (**$0.00**). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 Invoices. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the schedule outlined in Exhibit A, attached and incorporated here.

4.5 ***Budget Categories****.* Upon notice to and written approval by the State's Authorized Representative, the Grantee's budget for any one category in Exhibit B may be increased by up to 10% of the amount shown in Exhibit B for that category, with the amount of the increase moved from one or more other categories in Exhibit B. To move more than 10% into a budget category from another budget category or categories will require an amendment to the grant contract.

4.5 Federal Funds.

4.5.1 Payments will be disbursed to the Grantee as a subaward through the Infrastructure Investment and Jobs Act (Public Law 117-58) via the State's federal award DE-EE0010347, CDFA 81.041. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq*. and amendments thereto); Energy Independence and Security Act (PL 110-140, 42 U.S.C. 152) U.S. Department of Energy Financial Assistance Rules (10 C.F.R. 600); and Title 2 of the Code of Federal Regulations.

4.5.2 As a subrecipient, the Grantee is also subject to the prime award's Terms and Conditions, attached to this Grant Contract Agreement as Exhibit C: Other Provisions. The Grantee is responsible for its compliance

with all applicable federal requirements detailed within Exhibit C. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance. If federal requirements change, the State will notify the Grantee.

4.6 Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

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

6 Authorized Representatives

6.2 The State's Authorized Representative is **Leah Wilkes, Financial Programs Project Planner, leah.wilkes@state.mn.us, 651-539-1832**, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.3 The Grantee's Authorized Representative is **Jason Ludwigson, Sustainability Coordinator, jludwigson@cityoflacrescent-mn.gov, 507-313-9633**, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

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

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

7.2 Amendments. Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

7.3 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any

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legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

9 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

10.2 Intellectual Property Rights. Intellectual property rights for activities funded by Federal Award DE-EE0000163 are subject to 2 C.F.R. 200.315, applicable to nonprofit organizations, and 2 C.F.R. 910.362 applicable to for-profit entities. Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee 's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers Compensation

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

12 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination

13.1 Termination by the State.

13.1.1 Without Cause.

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

13.1.2 With Cause.

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

13.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

13.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if

(a) Funding for Grant No. DE-SE0000163 is withdrawn by the U.S. Department of Energy; or

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

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

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

14 Publicity and Endorsement

14.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State and the US DOE SCEP Office as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or

jointly with others or any subrecipients. All projects primarily funded by EECBG grant appropriations must publicly credit the US DOE and the State, including on the grantee's website, when practicable. The specific acknowledgement to be used in publicity is indicated in Exhibit A.

14.2 Endorsement. The Grantee must not claim that the State endorses its products or services. Per federal requirements, publications resulting must include an abridged or full disclaimer (see Term 10, Exhibit C and). The minimum disclaimer to be used is indicated in Exhibit A.

15 Data Disclosure

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

16 Disadvantaged Business Enterprises

Projects funded in whole or in part from funds received by the Grantee directly from this grant contract must, to the extent practicable, ensure that bidding contractors are qualified and participate in available apprentice and training programs for all work performed. Bidding for contracts must, to the extent practicable, use the process established in Minnesota Statutes, section 16C.16, subdivision 4, 5, 6 and 7, except that subdivision 12 does not apply.

17 Reporting

EECBG BIL recipients and subrecipients are directed to report quarterly progress as well as additional information per the award's Federal Assistance Reporting Checklist, as modified. Quarterly, the Grantee must submit additional grant related information, including but not limited to data regarding hiring practices for jobs retained or created under this agreement. The Grantee shall report this information on a form prescribed by the State which must be submitted to the State by the 15th day of each month following the end of the quarter for the preceding quarter's work. If the grant contract ends prior to the end of the quarter, the Grantee shall submit all data relevant to this requirement for that quarter up to the end date of the grant contract and submit it with the final report.

If a Grantee does not comply with these requirements the State reserves the right to withhold funding.

18 Compliance with U.S. Department of Energy's Flow Down Requirements

It is the responsibility of the Contractor to fully understand, and be in compliance, with all U.S. Department of Energy's flow down requirements, including but not limited to Prevailing Wage, Historic Preservation, and reporting requirements, as applicable. The full Federal terms and conditions are found in Exhibit C to this agreement.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work
Exhibit B: Payment Schedule
Exhibit C: Other Provisions – Federal Award Terms and Conditions

---- Signatures on Next Page ----

Grant Contract Agreement Signature Page

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

State Agency
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

City of La Crescent
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

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Exhibit A: Specifications, Duties, and Scope of Work

The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes § 16B.97, subd. 4 (a).

A. Project: La Crescent Community Ice Arena Refrigeration Feasibility Study

B. Project Goal: This study will evaluate and document the anticipated energy consumption, operating costs, and financial performance associated with the proposed CO2 system and associated upgrades

C. The Grantee shall do all things necessary, including partnering with subcontractors, to complete the following tasks according to the following schedule:

Task	Description	Completion Date
Task 1.	**Project Initiation, Data Collection, and Existing Conditions Review**	4/30/2026
1.1.	Review prior B32 engineering study, available construction documentation, and relevant building information. Conduct kickoff coordination meeting with City representatives to confirm project goals, operating expectations and system configuration under evaluation.	
1.2.	Conduct on-site visit to review the existing R-22 indirect refrigeration system, mechanical room layout, controls, setpoints, ice arena, ice arena ceiling and other related infrastructure. Interview facility personnel and collect historical utility data to establish baseline energy performance and operating costs.	

Task	Description	Completion Date
1.3.	**Deliverable**: Work performed under this task will inform the energy analysis, final feasibility report and procurement support document.	
Task 2.	**Energy and Performance Analysis**	5/31/2026
2.1.	Perform engineering-based energy analysis comparing the existing refrigeration system to the proposed CO2 refrigeration system.	
2.2.	Evaluate integration of heat recovery from the proposed CO2 refrigeration system for beneficial use within the facility. The analysis will estimate recovered thermal energy, offset fuel consumption, and associated annual operating cost impacts.	
2.3.	Evaluate installation of a low-emissivity ceiling system to reduce refrigeration load and improve performance. The analysis will estimate anticipated annual energy savings and operating cost impacts under current and potential extended seasonal operating scenarios.	
2.4.	**Deliverable**: Results of all analyses will be incorporated into the Final Feasibility Study Report and will include estimated annual energy savings (kWh and therms if applicable), estimated dollar savings and summary of key assumptions.	
Task 3.	**Financial Analysis and Final Feasibility Report Development**	6/30/2026
3.1.	Review previously estimated capital costs for CO2 refrigeration system replacement, heat recovery integration and low-emissivity ceiling installation.	
3.2.	Perform economic evaluation of each measure individually and, where appropriate, in combination. Financial metrics may include simple payback and other appropriate economic indicators suitable for municipal decision-making.	
3.3.	Prepare a comprehensive Feasibility Study Report suitable for grant documentation and City decision making. The final report will include review of current energy consumption, description of each project, estimated cost of improvement, estimated annual energy savings, estimated annual cost savings, key assumptions risk and limitations, executive summary.	
3.4.	**Deliverable**: Final Feasibility Report. (PDF Format)	
Task 4.	**Procurement Support Document**	7/15/2026
4.1.	Prepare procurement-level technical documentation to support issuance of a design-build request for proposal for implementation of the associated upgrades.	
4.2.	The procurement support document will define project intent and technical expectations, including performance criteria and general scope requirements for implementation of the selected measures.	
4.3.	Develop contractor responsibilities in “Bidder shall” format to promote consistent and comparable proposals. Define minimum contractor deliverables including engineered drawings, startup documentation, training, and operations and maintenance documentation.	
4.4.	**Deliverable**: Procurement Support Documentation (PDF Format)	
Task 5.	**Reporting/Invoicing** (submit any energy audit/energy assessment reports, energy resiliency plans, and all invoices via email by the 15th of each quarter following work completed). Quarters end on March 31st, June 30th, and September 30th. **Report content:** Reports should include review of current energy consumption, recommended improvements, estimated cost of improvements, estimated energy savings of improvements measured in annual dollars saved and annual kWh saved (if applicable).	Ongoing
5.1.	Conduct phone conferences as needed with the State’s Authorized Representative to	

Task	Description	Completion Date
	apprise him/her on progress accomplishments and issues encountered. 5.2. Schedule project update meetings as necessary to inform the State's Authorized Representative of deviations to the project schedule, the need to modify the scope of the project or at the request of the State's Authorized Representative to discuss any item related to the project's progress. 5.3. On quarterly basis submit: 5.3.1 Status reports to the State for the preceding quarter's work detailing progress made toward completing individual project tasks as well as any deviations from the project schedule. 5.3.2 Invoices and supporting documentation to the State for the preceding quarter's work completed within the project scope; and 5.3.3 Budget overview for the preceding quarter's expenses and expenses to date using the details in Exhibit B. 5.4. Submit the Final Report, including executive summary, and a final invoice to the State upon completion of the project.	

D. Promotional Materials All promotional and informational materials distributed by or for the Grantee shall contain the following statement: "This project was made possible by a grant from the Minnesota Department of Commerce, and the U.S. Department of Energy's Energy Efficiency and Conservation Block Grants from the Infrastructure and Investment Jobs Act" unless this requirement is waived in writing by the State.

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Exhibit B: Payment Schedule

Project: City of La Crescent EECBG Energy Efficiency Study Grant
Budget: Eligible costs include payments to subcontractors who will conduct the following services:

- Climate and resiliency planning grants
- Energy audits on government buildings
- Energy engineering and technical assistance services
- Other energy related studies for public buildings and community plans

Required information will be:

- Invoice to Commerce on the provided template for completed tasks. No funding will be approved until work is complete.
- Rate of pay for the subcontractor (number of hours, cost per hour, or equivalent flat rate fee that includes a detailed description of all tasks completed).
- Proof of work included such as an energy audit or assessment report (please see "Report Content" section in Exhibit A).

Please note: Any services or assessments that are not energy related will not be approved for payment.
Note: The payment schedule must match the schedule between the Grantee and Subcontractor per the contract with the Subcontractor. No funding will be provided in advance of work completed.

Category	Amount
Subcontractors	$20,000.00
Total Grant Award:	$20,000.00

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

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Exhibit C: Other Provisions

Federal Award DE-EE0000163 Terms and Conditions

FLOW DOWN REQUIREMENT

Per the Terms and Conditions of this Award, as required by 2 CFR 200.101, the Grantee agrees to adhere to federal flow-down award terms as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate). Further, Commerce as Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), including the Grantee for this project subaward, and to require their strict compliance therewith.

As part of the overall flow-down requirements, subaward recipients are required to comply with specific federal requirements in coordination with Commerce as Prime Recipient, including but not limited to:

- Compliance with Federal, State, and Municipal Law
- Reporting Requirements
- Reporting, Tracking and Segregation of Incurred Costs
- Fraud, Waste and Abuse

While not comprehensive, these terms are especially relevant to the projects approved for all subawards approved under this award. Any material changes or modifications to these requirements will be communicated to the Grantee and reflected in subsequent amendments as appropriate.

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M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: April 8th, 2026

SUBJECT: SE MN Energy Efficiency and Conservation Block Grant Contract Micheals Energy

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We will be working with Micheals Energy to complete the La Crescent Community Ice Arena Refrigeration Feasibility Study funded by the Minnesota Commerce Department. The contract is for $20,000. We would suggest the council authorize the funds to come from the contracted services line item of the Ice Arena Fund. The expenditure will be reimbursed by the SE MN Energy Efficiency and Conservation Block Grant. We would suggest that the City Council approve the contract proposal and standard addendum to agreements between the City of La Crescent and Micheals Energy. I will be in attendance to answer any questions and to review the contract with the council.

February 17, 2026

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

REFERENCE:
La Crescent Community Ice Arena Refrigeration Feasibility Study
Michaels No.: L75CV03N

Dear Jason Ludwigson:

We are pleased to provide this proposal to support the City of La Crescent in evaluating and planning for the replacement of the existing refrigeration system and ceiling upgrades serving the La Crescent Community Ice Arena

The City of La Crescent is pursuing the replacement of the existing R-22 indirect refrigeration system with a CO_2-based refrigeration system. Michaels Energy will perform a feasibility-level energy and financial analysis of the proposed CO_2 system configuration, including evaluation of heat-recovery opportunities and assessment of a Low-E ceiling installation intended to improve performance and support extended seasonal operation.

This study will evaluate and document the anticipated energy consumption, operating costs, and financial performance associated with the proposed CO2 system and associated upgrades. Michaels Energy will leverage the prior B32 Engineering study for background system information and capital cost assumptions and will focus on developing independent, engineering-based energy and financial analyses. The results will be documented in a feasibility report summarizing key assumptions, findings, risks, and benefits. The feasibility study will be conducted at a conceptual level appropriate for decision-making and grant documentation and will be limited to evaluation of the system configuration described herein.

In addition to the feasibility study, Michaels Energy will prepare procurement-level support documentation to assist the City in issuing a design-build style Request for Proposal (RFP). This procurement support will define project intent, high-level technical criteria, and contractor responsibilities while assigning final engineered design, permitting, and code compliance to the selected contractor.

Scope of Services

Michaels Energy will provide professional engineering services to evaluate the proposed refrigeration replacement and associated upgrades for the La Crescent Community Ice Arena and to develop procurement-level support documentation.

The scope of services will consist of the following:

Task 1 – Feasibility Study

- Project Definition and Startup
  - ✓ Review the B32 Engineering report and other building-related documentation
  - ✓ Confirm existing system conditions and operating assumptions
  - ✓ Coordinate with City representatives to confirm project goals, operating expectations, and constraints

- Data Collection and Site Review
  - ✓ Conduct a site visit to review the existing refrigeration system, mechanical room layout, system controls and setpoints, and related infrastructure
  - ✓ Interview building and system operators
  - ✓ Document relevant system condition to inform energy and financial analysis

- Energy Analysis
  - ✓ Review utility data and establish baseline energy performance
  - ✓ Perform performance analysis comparing the existing refrigeration system to the proposed CO_2 refrigeration system configuration
  - ✓ Evaluate potential integration of heat recovery and associated energy impacts
  - ✓ Perform analysis of Low-E ceiling installation under current and extended operating scenarios
  - ✓ Evaluate anticipated operating cost impacts

- Financial Analysis:
  - ✓ Review and validate capital cost assumptions from prior B32 study
  - ✓ Document financial modeling assumptions
  - ✓ Perform financial evaluation including simple payback and other appropriate economic metrics

- Feasibility Report Deliverables:
  - ✓ Prepare a feasibility report summarizing the analysis, findings, and conclusions
  - ✓ Develop an executive summary highlighting key decision considerations and results
  - ✓ Present clear tables, figures, and narratives comparing energy performance, operating costs, financial outcomes, and emissions impacts
  - ✓ Describe existing conditions and proposed system options, including operational differences, benefits, risks, and maintenance considerations
  - ✓ Document major assumptions, data sources and study limitations

Task 2 – Procurement Support Documentation

Upon completion of the feasibility study, Michaels Energy will prepare a procurement-level support document intended to assist the City in issuing a design-build style RFP.

The procurement support document will include:

- Project overview and summary of the selected systems approach
- High-level technical criteria and performance expectations (capacity intent, operating season assumptions, reliability goals, and general safety/code compliance expectations)
- Procurement-level scope of work defining contractor responsibilities in "Bidder shall" format
- Assumptions and exclusions to promote consistent, comparable bids
- Minimum contractor deliverables (engineered drawings, startup documentation, training, O&M manuals, warranty information)
- Disclaimer clarifying that the document does not constitute construction documents or stamped engineering design

The Procurement Support Package will be developed at a procurement-support level appropriate for issuance of a performance-based or design-build RFP. This document will define project intent and bidder responsibilities at a high level and will not include detailed engineering design, equipment selection or sizing, mechanical or electrical design documents, stamped drawings, permit-ready documentation, or construction documents.

Timeline

We will contact you to initiate scheduling within a week following the execution of this contract. The report and analyses will be completed approximately six to eight weeks thereafter.

Engineering Fees

We propose to complete this work for the fixed amount of TWENTY THOUSAND DOLLARS ($20,000). These pricing terms are valid for 30 days from the date of this proposal.

Project Implementation

Michaels Energy can be contracted for project implementation services, including vendor coordination, construction oversight, and performance verification. These services will be offered in a separate proposal. This allows for a seamless transition from feasibility to implementation while maintaining consistency in scope, expectations, and quality assurance.

Michaels' Qualifications

Since 1984, Michaels Energy has been providing investment-grade energy studies and feasibility studies, such as we are proposing here. We have completed studies for over 800 facilities, including schools, hospitals, and other commercial and industrial facilities. For many of these studies, Michaels has also provided implementation design assistance with plans and specifications for competitive bidding, construction administration, and functional performance testing to ensure measures are implemented as intended. Finally, when we are involved throughout the process, we stand behind our projects, tracking energy savings via customer utility bill monitoring.

Michaels provides energy analysis and implementation design and follow-on services to help our clients make good decisions and implement projects cost effectively. Our mission is to provide the maximum return on investment for our clients with minimal cost and no hidden fees. We do not sell or promote the overselling of equipment and indefinite services.

Our approach leaves all costs itemized and on the table: the cost of the study, design, contractor cost, and functional testing of the measures when appropriate. No costs are bundled together, leaving clients wondering what they are paying for.

For more information including free technical information, services, clients, and Michaels geographical reach, please visit our website at www.MichaelsEnergy.com.

General Requirements

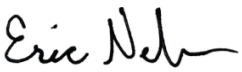
We have attached a separate list of general requirements regarding this agreement. This proposal and the attached General Conditions, consisting of 1 page, constitute our entire understanding regarding this project and supersede all prior written or oral understandings.

If this proposal meets with your understanding and desires, simply sign it and email a copy to me. If you have any questions regarding this proposal or wish to amend it in some fashion, please do not hesitate to call us.

We sincerely hope that you find this proposal acceptable, and we look forward to the opportunity to work with you and your staff.

Sincerely,

MICHAELS ENERGY



ERIC NELSON
Energy Solutions Engineering Lead

City of La Crescent

By:_____
JASON LUDWIGSON
SUSTAINABILITY COORDINATOR AND SRTS COORDINATOR

Michaels Energy

By:_____
BRYCE DVORAK, P.E., C.E.M., LEED AP
VP OF DELIVERY

Accepted on _____, 2026.

C: File

HTTPS://US-PARTNER-INTEGRATIONS.EGNYTE.COM/MSOFFICE/WOPI/FILES/D15C01D1-59AF-4F5E-B0A4-88B8537808C3/WOPISERVICEID_TP_EGNYTE_PLUS/WOPIUSERID_119.MICHAELSENERGY.EGNYTE.COM/LA CRESCENT ICE ARENA FEASIBILITY STUDY PROPOSAL.DOCX

GENERAL CONDITIONS

Michaels Energy (Consultant) has a duty to follow the generally accepted practices of the engineering profession when performing the work described in this Agreement (project). No other guarantee or warranty, express or implied, exists.

Consultant will inform the City of La Crescent (Client) if any services required to complete the project are beyond the scope of work described in this Agreement. Additional services will be charged on a mutually agreed upon basis.

Consultant will submit invoices at the end of each month for services rendered and, when so stated in the Agreement, for reimbursable expenses incurred. Invoices for fixed-fee agreements will be based upon Consultant's estimate of the proportion of the total services completed at the time of billing. Invoices for hourly agreements will be based on Consultant's standard hourly rates in effect at the time services are rendered. Consultant will inform Client in writing if their standard hourly rates change during the course of this agreement.

If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's bill, the amounts due Consultant shall include a charge at the rate of 1 1/2 percent per month from said thirtieth day.

If there are protracted delays greater than one year for reasons beyond Consultant's control, Consultant expects to negotiate with Client an equitable adjustment of Consultant's compensation taking into consideration changes in price indices and pay scales.

It is necessary that Client advises Consultant in writing at an early date if Client has budgetary limitations for Project Costs, including any Construction Cost. Consultant will then endeavor to work within those limitations. Consultant does not guarantee that Consultant's opinions will not differ materially from those of other professionals.

Consultant, upon request, will furnish copies of Insurance Certificates evidencing the amount of and type of coverage maintained.

Client or Consultant may discontinue this Agreement at any time for any reason by so advising the other party in writing. All services provided or costs incurred by Consultant prior to Client's written request to discontinue services shall be due and payable within 30 days of such notification.

When so stated in the Agreement, reimbursable expenses will be billed at the following rates, times a multiplier of 1.1 to cover processing costs:

Mileage	IRS business standard mileage rate.
Reproductio	8½ x 11: $0.10/page; 24 x 36: $5.00/page
Other	As billed to Michaels

Consultant shall advise Client as to the necessity of Client's providing or obtaining from others, special services and data required in connection with the project and assist Client in obtaining such data and services.

Client shall furnish to Consultant all existing studies, reports and other available data pertinent to the project, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant, services of others required for the performance of Consultant's services hereunder. Consultant shall be entitled to use and rely upon all such information and services provided by Client or others in performing Consultant's services under this project.

Client shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

Consultant shall not be responsible for any changes in cost of construction resulting from an error or omission in documents prepared by Consultant if such costs would have been incurred had the error or omission not occurred.

Opinions of probable construction cost, energy savings, financial evaluations, feasibility studies, economic analyses of alternative solutions and estimates of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and represent Consultant 's best judgment as an experienced and qualified professional. It is recognized, however, that Consultant does not have control over client activity affecting the outcome of the project, nor the cost of labor, material, equipment or services furnished by others, nor over market conditions or contractors' methods of determining their prices, and that evaluation of any work to be performed is based on Consultant's best professional opinion. Accordingly, Consultant does not guarantee that energy savings, operations and maintenance costs, proposals, bids or actual costs, or other deliverable outcomes will not vary from opinions, evaluations or studies submitted by Consultant to Client hereunder.

This agreement shall be effective when signed by Client and Consultant, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

End of Document

Addendum to Agreement

This Addendum is a continuation of the Agreement dated _____, between Michaels Energy, Inc. ("Contractor") and City of La Crescent ("Owner") is hereby stated to include the following:

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

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

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

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

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

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

Independent Contractor. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the Owner; and any and all claims that might arise, including

Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

Indemnification. Contractor shall defend, indemnify and save harmless the Owner from any and all claims and causes of action which may be asserted against the Owner on account of any act or omission, or any misfeasance or malfeasance of Contractor or its employees and agents in connection with its performance under this Agreement. Contractor shall defend, indemnify, keep and save harmless the Owner and its representative officers, agents, and employees against any or all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by Contractor, or as a result of the performance of this contract by Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of Contractor or his/her employees, and also any claims:

Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The Owner shall strike the first name followed by the Contractor and shall continue in that order until one name remains.

Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

General Provisions.

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

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

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

Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

Force Majeure. Neither party shall be liable to the other or deemed in default under this

Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the Owner.

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

Notice to Owner:	City of La Crescent Attn: City Administrator 315 Main Street La Crescent, MN 55947
With a copy to:	Wieser Law Office, P.C. Attn: Al "Skip" Wieser, III 33 South Walnut Street, Suite 200 La Crescent, MN 55947
Notice to Contractor:	Michaels Energy, Inc. Attn: Scott Siefkes 400 Main Street, Suite 200 La Crosse, WI 54601

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

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

Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the Owner.

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

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

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

Signatures on Following Pages

Michaels Energy, Inc.

Date: _____

_____

By: _____

Its: _____

City of La Crescent

Date: _____

_____
By: Mikel Poellinger
Its: Mayor

Date: _____

_____
By:
Its: City Administrator

TO: Honorable Mayor and City Council Members
FROM: Angie Boettcher, City Clerk
DATE: 3/26/2026
SUBJECT: Arbor Day Proclamation

Attached for review and consideration by the City Council is the 2026 Arbor Day Proclamation. We would suggest that the City Council adopt the proclamation.

The City's 2026 Arbor Day event will include the planting of a total of 45 trees at located at the Pine Creek Stream restoration site.

I am also happy to report that the City's 2025 Tree City USA application was approved, and it marks our ninth-year recognition as a Tree City.

CITY OF LA CRESCENT
315 Main Street
P.O. BOX 142
La Crescent, MN 55947
P: (507) 895-2595
cityoflacrescent-mn.gov

Arbor Day Proclamation

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

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

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

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

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

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

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

NOW, THEREFORE, I, Mike Poellinger, Mayor of the City of La Crescent, Minnesota, do hereby proclaim April 24, 2026, 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 13th day of April in the year 2026.

Mayor _____

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: April 7th, 2026

SUBJECT: City of La Crescent Tree Planting 2026

The city has been a Tree City USA designated city by the Arbor Day Foundation since 2018. As a part of the Tree City USA program the city is required to spend a minimum of $2 per capita annually on urban forestry, such as planting, pruning, or tree removal. We are asking for the council approval funds totaling $18,990.60 for the purchase of 177 bareroot and potted trees. The species include white oak, chinkapin oak, American linden, service berry, white oak, valley forge American elm, bur oak, and Northern Pin Oak. The city will be reimbursed for 69 of the 177 trees, totaling $8,706, by the MnDNR as a part of the 2023 ReLeaf grant awarded to the city. The city has funds in the street department budget to cover the expenditure. I will be in attendance to answer questions from the council.

3.9

To: Honorable Mayor and City Council Members
Tyler Benish – Interim City Administrator

From: Chief Josh Tarrence

Date: April 10th, 2026

RE: Volunteer Fire Assistance Grant – Minnesota DNR Grant Agreement

In September of 2025, the City Council gave approval for the fire department to apply for the Volunteer Fire Assistance Grant through the Minnesota DNR. In November of 2025 an application was submitted. The grant is a 50:50 match, between the DNR and the City of La Crescent. The grant application was for a total amount of $10,000 with $5,000 from the DNR and $5,000 from the City of La Crescent. The Grant funds are to be used for fire hose and fire hose equipment. I am please to report that the grant application was approved and awarded by the DNR. Attached is the grant agreement from the DNR for the City Council's review and approval.

Thank you for your attention and support.

Respectfully,

Josh Tarrence
Fire Chief
La Crescent Fire Department

315 Main Street, PO Box 142 La Crescent, MN, 55947 P: (507)895-8636
jtarrence@cityoflacrescent-mn.gov

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MINNESOTA

GRANT CONTRACT AGREEMENT
FEDERAL SUB-AWARD AGREEMENT
Swift Contract Number: 288220
Volunteer Fire Assistance (VFA) Grant Program

This Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and LaCrescent Fire Dept, FVBMS395VGA7, 315 Main St, Lacresent, Mn, 55947 ("Grantee").

Recitals

1. Under the State and Private Cooperative Fire Assistance program, USDA Forest Service, Assistance Listing Number (ALN) #10.664, Grant #25-DG-11094200-239, the State received a federal award of $2,531,561.00 on September 03, 2025, for the State and Volunteer Fire Capacity Includes Support for Great Lakes Forest Fire Compact. This project is not a research and development project.
2. Under the State and Volunteer Fire Capacity includes support for Great Lakes Forest Fire Compact and Minnesota Statutes sections 84.026 and 84.085, the State sub-awards $**5,000.00** to the Grantee, FVBMS395VGA7 for the purpose of providing fire department assistance to suppress wildland fires.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. April 09, 2026, or the date the State obtains all required signatures, whichever is later.

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

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

1.2 Expiration Date.

A. December 31, 2026 or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on **March 01, 2027**.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

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2 Specifications, Duties, and Scope of Work

2.1 The Grantee shall be responsible for the administration, supervision, management, record keeping, and program oversight required for the work performed under this agreement.

2.2 The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

The parties will perform the services outlined in Exhibit A: Application, which is incorporated into this grant agreement.

Highest priority is indicated in the "Office Use Only box" of Exhibit A; however, any of the listed projects or a combination of the listed projects on Exhibit A, may also qualify for this grant with written approval from the State's Authorized Representative.

3 Time

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

4 Consideration and Terms of Payment

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not exceed **$5,000.00.**

4.2 Total Federal Funds. The total amount of federal funds obligated to the Grantee by the State is **$5,000.00**, including the current financial obligation.

4.3 Matching Requirements. Grantee certifies that the following matching requirement for the grant will be met by the Grantee. The total project cost is **$10,000.00**. The Grantee agrees to provide nonstate match of **$5,000.00**. Match documentation must be included with invoices.

4.4 Indirect Cost Rate. The Grantee's federally negotiated indirect cost rate is 0.00% for this sub-award agreement. The Grantee can choose to use their federal indirect cost rate. In that case, the State will accept the Grantee's current indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date. The Grantee must provide the most current copy of the indirect cost rate to the State's Authorized Representative when executing the agreement, and when it updates. If the Grantee does not have an indirect cost rate, the Grantee can choose to apply the de minimis rate of 15%.

4.5 Administrative Costs. Grantee administrative costs must be necessary and reasonable.

4.6 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed $0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written

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approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan (ML25 Ch. 39 Art. 3 Sec. 2 renames this "Nonrepresented employees compensation plan") promulgated by the Commissioner of Minnesota Management and Budget.

4.7 Invoices. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed, and which the Grantee has paid, the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: **Upon completion by December 31, 2026.**

A. The final invoice must be submitted by January 15, 2027, and will be considered as a final performance report and financial report unless significant changes have occurred from the most current approved grant application as determined by the State.

B. Payments shall not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

4.8 Federal Funds.

A. Payments will be sub awarded to the Grantee from the State and Private Cooperative Fire Program, through the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, Assistance Listing Number (ALN) 10.664 and Federal Award Identification Number #25-DG-11094200-239.

B. If applicable, the prime award is attached to this Grant Contract Agreement as Exhibit B: Award Letter. The Grantee is responsible for its compliance with all applicable federal requirements detailed within Exhibit B: Award Letter. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

4.9 Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

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

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

6.1 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

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6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

7.1 The State's Authorized Representative is Tim Oland, Rural Fire Program Coordinator, Tim.Oland@state.mn.us, 402 SE 11th St Grand Rapids, MN 55744, 218-322-2688, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative Josh Tarrence, Chief, 315 Main St, Lacresent MN 55947 (507) 895-8636 or his/her successor. If the Grantee's Authorized Representative changes at any time during, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

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

8 Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved of the original Grant Contract Agreement or their successors.

8.3 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.318 through 2 CFR 200.327.

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

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9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.4 No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performance of the obligations contemplated by the Grant Contract Agreement.

9.5 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend $1,000,000 or more of federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is $1,000,000 total federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

12 Government Data Practices and Intellectual Property Rights

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

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

12.2 Intellectual Property Rights.

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A. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract agreement. The Documents will be the exclusive property of the State, and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

B. Obligations.

i. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

ii. Representation. The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers' Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and

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any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by the State.

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

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

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the USDA Forest Service, 25-DG-11094200-239 or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

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

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

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16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

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

17 Data Disclosure

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

18 American With Disabilities Act

Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines.

19 Non-Discrimination Requirements

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

19.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

19.3 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

19.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

19.5 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

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19.6 Any other applicable non-discrimination law(s).

20 Reporting requirements

The Grantee is bound to financial and performance reporting requirements as noted in 4.7.

21 Monitoring

21.1 The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over $50,000 will be conducted and at least annual monitoring visits on grants of over $250,000.

22 Invasive Species Prevention

22.1 The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

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

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

23 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

23.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

23.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

24 Use of Funds as Match to Other Grants or Programs

24.1 State funds cannot be used by the Grantee as match or for reimbursement of any other grant or program without prior written authorization from the State's Authorized Representative.

24.2 **Written request**. The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must

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include the following information: this project name, this contract number, the amount of these funds to be used, location where these funds were or will be used, activity funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

24.3 Land Encumbrances. If the new grant or program will add any encumbrances to the land where these funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Copeland "Anti-Kickback" Act

Under 40 U.S.C 3145, and 29 CFR Part 3, each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

26 Debarment and Suspension

Under Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

27 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

28 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

28.1 Under 2 CFR 200.216: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain covered telecommunications equipment or services.

B. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

D. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

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28.2 Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

A. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

B. Telecommunications or video surveillance services provided by such entities or using such equipment.

C. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

28.3 For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

28.4 In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

28.5 When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

28.6 For additional information, see section 889 of Public Law 115-232 and § 200.471.

29 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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Exhibits

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

Exhibit A: Application

Exhibit B: Federal Award Letter

Exhibit C: Civil Rights Brochure

Grant Contract Agreement Signature Page

State Encumbrance Verification

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

Print Name: Shelly Grenger

Signature: DocuSigned by: Shelly Grenger DF4E76A902B344B...

Title: Accounting Officer Senior Date: April 10, 2026

SWIFT Contract No/Purchase Order No. 288220/296687

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: Josh Tarrence

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

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By Shelly Greniger at 11:28 am, Nov 21, 2025
APPROVED
By Shelly Greniger at 11:28 am, Nov 21, 2025

DEPARTMENT OF NATURAL RESOURCES

Complete application and email to: VFAGrants.dnr@state.mn.us December 1 Deadline

Governing representative	Fire Chief
Name: Bill Waller **Email:** bwaller@cityoflacrescent-mn.gov **Phone:** 507-895-4668 **Governing representative official address:** City of La Crescent Attn: Bill Waller - City Administrator 315 Main St PO Box 142 La Crescent, MN 55947	**Name:** Josh Tarrence **Email:** jtarrence@cityoflacrescent-mn.gov **Phone:** 507-895-8636 **Fire Department:** La Crescent Fire Department **FD Address:** 336 S. 1st St **FD Phone:** 507-895-2083 **FD Email:** lacfire@cityoflacrescent-mn.gov

Federal Unique Entity Identification number (UEI) FVBMS395VGA7
Application will not be processed without UEI

1. Population directly benefiting from the project: 7500
2. Fire Department's protection area (square miles): 40
3. Number of fire incidents for the previous year: wildland 6 structural 4 other 2
4. Fill in the estimated total cost of the project(s) and the Grand total the dollar amount requested.

$	Wildland Personal Protective Equipment	$	Structural Turnout Gear
$	Excess Property Equipment Conversion	$	Radios/Pagers
$	Wildland Equipment	$	Breathing Apparatus
$ 10000	Water Movement Items	$	Safety Equipment
$	Other Miscellaneous Projects (Describe)	$	Water Storage System

Grand Total Dollars Requested $ 10000

Fire Department Chief's Signature: _____ **Date:** 11/18/25

Office use only:

Grant approved up to $ 5,000.00	Priority is for Water movement item
Approval/Date 4/9/2026	Contract Number 288220
Modified project	Approval date

Exhibit A

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FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 25-DG-11094200-239
Between The
MINNESOTA DEPARTMENT OF NATURA
And The
USDA, FOREST SERVICE
EASTERN REGION, STATE, PRIVATE, AND TRIBAL FORESTRY

Project Title: Minnesota Consolidated Forestry Programs Grant: Forest Health, Forest Stewardship, Urban and Community Forestry, State Fire Capacity, Volunteer Fire Capacity, and Landscape Scale Restoration Programs

Upon execution of this document, an award to MINNESOTA DEPARTMENT OF NATURA, hereinafter referred to as "the Recipient," in the amount of **$2,531,561.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 U.S.C. 2101 et seq. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.664 - Cooperative Forestry Assistance. The Recipient accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 08/07/2025, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

Landscape Scale Restoration Program-specific reporting: Additional reporting is required for this award. See Attachment A, Provision F. PROGRAM PERFORMANCE REPORTS for details.

Funding Breakdown:

State Fire Capacity	$1,064,159.00
Forest Health	$269,200.00
Forest Stewardship	$109,030.00
Urban & Community Forestry	$293,000.00
Volunteer Fire Capacity	$476,172.00
Landscape Scale Restoration	$320,000.00
TOTAL	$2,531,561.00

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If

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you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.r9spfgrants@usda.gov .

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. The Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Forest Health Contact	Cooperator Administrative Contact
Brian Schwingle 500 Lafayette Road, St Paul, MN 55155 (651) 259-5296 brian.schwingle@state.mn.us	**Laura Larson** 402 SE 11th Street, Grand Rapids MN 55744 Phone Number: (218) 322-2706 laura.larson@state.mn.us **Shelly Greniger** 402 SE 11th Street Grand Rapids MN 55744 Phone Number: (218) 322-2692 shelly.greniger@state.mn.us
Cooperator Program Forest Stewardship Contact	**Cooperator Program Urban & Community Forestry Contact**
John Carlson 500 Lafayette Road, St Paul MN 55155 (651) 259-5282 john.c.carlson@state.mn.us	Madisson Masucci 500 Lafayette Road, Box 44, St Paul MN 55155 (651) 429-9196 madisson.masucci@state.mn.us
Cooperator Program State Fire Capacity Contact	**Cooperator Program Volunteer Fire Capacity Contact**
Michael Warnke 500 Lafayette Road St. Paul, MN 55155 (651) 259-5277 Michael.Warnke@state.mn.us	Tim Oland 402 11th Street SE Grand Rapids MN 55744 (218) 322-2688 tim.oland@state.mn.us
Cooperator Program Landscape Scale Restoration Contact	

Gary Michael 500 Lafayette Road, St Paul MN 55155 (651) 259-5262 gary.michael@state.mn.us	

Principal Forest Service Contacts:

Forest Service Primary Program Manager and Forest Health Contact	**Forest Service Administrative Contact**
James Jacobs 1992 Folwell Avenue Saint Paul MN 55108 (651) 649-5266 James.j.jacobs@usda.gov	Valerie J. Farrar 626 E. Wisconsin Ave. Milwaukee, WI 53202 (970) 792-6800 Valerie.J.Farrar@usda.gov
Forest Service Program Volunteer Fire Capacity Contact	**Forest Service Program State Fire Capacity Contact**
Todd Walerak 626 East Wisconsin Avenue Milwaukee, WI 53202 (414) 294-8444 Todd.t.walerak@usda.gov	Caleb Schreiber PO BOX 1551 RHINELANDER, WI 54501 (715) 628-6999 caleb.schreiber@usda.gov
Forest Service Program Urban and Community Forestry Contact	**Forest Service Program Forest Stewardship Contact**
Jill Johnson 1992 Folwell Avenue Saint Paul, MN 55108 (651) 649-5253 Jill.johnson@usda.gov	Dennis McDougall 1992 Folwell Avenue Saint Paul, MN 55108 (651) 649-5182 Dennis.mcdougall@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information

required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.
To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number (25-DG-11094200-239) in Block 4. A final SF-270 must have a final performance report approved & submitted in order to be approved

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forest Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	James.j.jacobs@usda.gov

E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **20.07%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct

costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, The Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

F. PRIOR WRITTEN APPROVAL. The Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. .

The end date, or expiration date is **08/25/2030.**This instrument may be extended by a properly executed modification. *See Modification Provision above*.

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Patty Thielen Digitally signed by Patty Thielen Date: 2025.09.02 15:34:21 -05'00'

Date

MINNESOTA DEPARTMENT OF NATURA

STEVEN MILLER Digitally signed by STEVEN MILLER Date: 2025.09.03 10:57:19 -05'00'

STEVEN MILLER, Acting Deputy Regional Forester
State, Private and Tribal Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

VALERIE FARRAR Digitally signed by VALERIE FARRAR Date: 2025.08.28 15:12:29 -04'00'

8/28/25

VALERIE FARRAR
Forest Service Grants Management Specialist

Date

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider."

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with civil rights laws. USDA will receive, investigate, and adjudicate claims alleging violation of civil rights laws by recipients of USDA assistance.

What Federal civil rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits discrimination on the basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, color, or national origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq.)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE
Office of Civil Rights | FS-850 | August 2022 (revised)



For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

USDA is an equal opportunity provider, employer, and lender.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service

Docusign Envelope ID: 92CB72B3-B9EA-455D-93A1-55AA4B0BD446

Who is required to comply with Federal civil rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture (USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal civil rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

- Any individual receiving Federal funding or assistance
- A State or local government
- American Indian or Alaska Native individual, Tribe, corporation, or organization
- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal civil rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal civil rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with civil rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the “And Justice for All” USDA poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project a statement of affiliation with the Forest Service, e.g., “This publication made possible through a grant from the USDA Forest Service.” OR “This research was conducted in cooperation with the USDA Forest Service.” OR “This research was funded by a grant from the USDA Forest Service.”
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with limited English proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit http://www.lep.gov/lepbrochure.pdf.
- Identifying a person to be responsible for ensuring your program is in compliance with civil rights requirements.
- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their civil rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including in your publications and outreach materials the following statement about nondiscrimination and how to file a complaint:

“In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.

CONTINUED ON OPPOSITE SIDE

TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Fire Department presentation

Fire Chief Tarrence will be in attendance to make a presentation.

CITY OF LA CRESCENT
315 Main Street
P.O. BOX 142
La Crescent, MN 55947
P: (507) 895-2595
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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Personnel Committee recommendation

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

1. On April 29, 2026, Greg Payne will have completed his 12- month probationary period as assistant chief with the La Crescent Fire Department. The Personnel Committee is recommending that effective April 29, 2026, Mr. Payne's probationary status be removed and that he be classified as a regular City of La Crescent Employee. A letter from the Fire Chief is included.

2. That Dan Bucholz be promoted to lead Worker at Pine Creek Golf Course, effective April 14,2026. A Letter from the Golf Course superintendent is included. Mr. Bucholz will serve a 120-calendar day probationary period.

3. That the City Council approve a tentative agreement with the AFSCME Union. A memo is included for City Council review.

4. That the City Council authorize Mayor Poellinger to meet with City staff to discuss concerns of employees.

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3.11.1

To: Personnel Committee
Honorable Mayor and City Council Members
Tyler Benish – Interim City Administrator

From: Chief Josh Tarrence

Date: April 10th, 2026

RE: Assistant Chief Greg Payne's Probation

Assistant Chief Greg Payne will have completed his one- year probation at the rank of Assistant Chief on April 29th, 2026. I respectfully request that Assistant Chief Greg Payne be moved to full active status effective April 29th, 2026.

Thank you for your attention and support.

Respectfully,

Josh Tarrence
Fire Chief
La Crescent Fire Department

315 Main Street, PO Box 142 La Crescent, MN, 55947 P: (507)895-8636
jtarrence@cityoflacrescent-mn.gov

Date: March 24th, 2026

To: La Crescent City Council

From: Roy Lemke

To La Crescent City Council and Personnel Committee

I am writing to recommend Dan Buchholz for the open position of Lead Worker at Pine Creek Golf Course.

Mr. Buchholz has many qualities that will be beneficial to Pine Creek Golf Course and will represent the City of La Crescent in a professional manner. Mr. Buchholz has two years of experience working at the course and knows the day-to-day operations. Mr. Buchholz also has managerial experience working at Walgreens in La Crosse.

I have known Dan to be disciplined, optimistic and persistent with a great sense of ambition to get the job done. Dan lives in La Crescent and has demonstrated his reliability to fill in when staffing issues arise.

Please do not hesitate to contact me at (507)313-6742 if you have any other questions regarding Dan.

Regards,



Roy Lemke

Superintendent

TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 8, 2026
RE: AFSCME union contract

A tentative agreement has been reached with the AFSCME Union for a three-year agreement that includes the years 2026-2028.

The following items have been modified:

1. Incorporate employment notice language consistent with state law.
2. Modify step 1 grievance procedure language.
3. Updated meal period time
4. Clarified overtime pay calculation.
5. Increased on-call pay from $35 to $55 per weekend day or holiday.
6. Added Juneteenth to designated holidays.
7. Modified sick leave language to incorporate ESST requirements.
8. Language was added that an employee may not go into an unpaid status if the employee has accrued leave available to them; except when the employee is on workers compensation or MN paid leave.
9. Insurance contributions per month have been increased to:

	2026	2027	2028
Single	$1200	$1320	$1451
Family	$2800	$3080	$3388

10. Insurance opt out has been set at:
    Single: $700
    Family $1200
11. No employee hired after May 1,2026 will not be eligible for the insurance opt out benefit.
12. Increased the meal allowance from $31 to $63 per day.
13. Minnesota Paid leave payroll tax will be split equally by the City and the Employee.
14. Cost of Living adjustment:

2026	2027	2028
4%	5%	4.5%

15. Added language for safety toed shoe reimbursement of up to $200 per year.
16. In lieu of retro pay, the city would make a one-time payment of $1000 to each union employee.

The payroll and insurance contribution change would take effect May 1, 2026.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Wieser Memorial Park outdoor recreation grant

The Wieser Memorial Park outdoor recreation grant project has the following item for consideration:

1. Concrete work bid results
2. Deed restriction
3. Change order with flagship recreation

A memo for each item is included for City Council review.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 8, 2026
RE: Wieser Memorial Park - Bid results

The City of La Crescent advertised for concrete work to complete the outdoor recreation grant project at Wieser Memorial Park. The bids were due March 30,2026 at 1pm.

The City received one bid from Wieser Brothers General Contractor for $280,185.

The budgeted cost for the concrete portion of the project was $205,000 when the city applied for the grant, the increased price is due to a $10 per hour increase from 2025 to 2026 on prevailing wage. prevailing wage is a requirement of the grant.

The City's General fund has funds that can be reallocated to cover the additional cost; Streets and Alleys- repair and maintenance, and Parks- landscaping materials.

The MNDNR outdoor recreation grant is in the amount of $277,314. The grant requires a 50% match.

We suggest the City Council approve the bid and authorize a budget adjustment for the funds to come from the Streets and alley and Parks budget to cover the additional cost.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Wieser Memorial Park- Deed restriction

The MNDNR Outdoor recreation grant agreement includes a provision that requires the city to put a deed restriction on the improved property.

The purpose of the deed restriction is to ensure Wieser Memorial Park is maintained as a park in perpetuity.

A copy of the deed restriction is included in the packet.

We suggest the city council approve the deed restriction and record the restriction on the Wieser Memorial Park parcel.

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DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION, made this 13th day of April, 2026, by the City of La Crescent, a Minnesota municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, City is the owner of lands identified on Exhibit A; and

WHEREAS, City has received an Outdoor Recreation grant award from the DNR and the Minnesota Parks and Trails Commission; and

WHEREAS, contingent upon the payment by the State of Minnesota to the City for the grant award, a restriction must be placed on the property limiting any unauthorized reuse of the property pursuant to the executed contract.

NOW THEREFORE, City does hereby state and declare as follows:

In order to comply with the Department of Natural Resources Outdoor Recreations Project Contract OR26-004, City does hereby impose the following restriction on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.

2. The Grantee shall not at any time convert any portion of the park area to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.

IN WITNESS WHEREOF, Declarant has hereunto set its hand on the day and year first above written.

City of La Crescent, a Minnesota municipal corporation

_____

By: Mikel Poellinger
Its: Mayor

_____

By: Tyler Benish
Its: Interim City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF HOUSTON)

The forgoing instrument was acknowledged before me this 13th day of April, 2026 by Mikel Poellinger as Mayor and Tyler Benish as Interim City Administrator of the City of La Crescent, a Minnesota municipal corporation, for and on behalf of the corporation.

_____

Notary Public

Drafted by:
Skip Wieser
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Wieser Memorial Park Change order

The outdoor recreation grant requires any contracted company to pay its employees a specified wage based on work they are performing. The wages are set by the Mn Department of Labor and Industry. Flagship Recreation has determined that the playground and surfacing installation staff are most comparable to a carpenter classification. The 2026 wage class for carpenters has increased $9.53 per hour a 15% increase over the 2025 rate.

Due to the increased wages, Flagship Recreation has proposed a change order to the project that would split the increased labor cost in half. The change order would be in the amount of $2,567.50

We suggest the City Council approve the change order with Flagship Recreation in the amount of $2,567.50 for the Wieser Memorial Park outdoor recreation grant project.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 9, 2026
RE: TIF District 1-9 revenue note

The developers of the property at 31 South Walnut Street have satisfied the criteria for the TIF revenue note to be issued. Most notably they have received their final certificate of occupancy.

The TIF district was established March 22, 2021, the duration of the TIF district is 15 years. The TIF revenue note shall not exceed $195,000 and payments will be solely based on the tax increment derived from TIF district 1-9. The City will retain 10% of the increment payment for administrative expenses and fees.

The Development agreement is included in the packet and the TIF revenue note is exhibit B.

We suggest the City Council approve the Mayor and Interim City Administrator to execute the tax increment revenue note.

CITY OF LA CRESCENT
315 Main Street
P.O. BOX 142
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P: (507) 895-2595
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DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF LA CRESCENT, MINNESOTA

AND

31 SOUTH WALNUT LLC

This document drafted by:

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

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 13th day of November, 2023, by and between the City of La Crescent, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and 31 South Walnut LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

County means Houston County, Minnesota;

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

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

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

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

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

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

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

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

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

State means the State of Minnesota;

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

CONSTRUCTION OF PROJECT

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

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

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

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

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

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

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

ARTICLE V

INSURANCE

Section 5.1. Insurance.

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

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

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

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

(d) Railroad protective policy, if any required.

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

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

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

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

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

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

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

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

Section 5.2. Relationship to Mortgagee.

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

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

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

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

ARTICLE VI

EVENTS OF DEFAULT

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

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

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

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

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

(5) If the Developer shall:

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

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

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

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

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

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

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

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

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

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

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

Section 6.6. Indemnification of City.

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

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

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

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

ARTICLE VII

OTHER COVENANTS

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

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

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

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

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

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

ARTICLE VIII

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

with a copy to:

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

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

Section 8.5. City Expense. Developer agrees to reimburse City one-half (1/2) of the actual cost of services provided by Northland Securities, Inc., not to exceed Four Thousand Five Hundred 00/100 Dollars ($4,500.00). Reimbursement to be made prior to December 31, 2023.

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

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

Section 8.8. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2041, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

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

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

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

CITY OF LA CRESCENT, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

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

31 SOUTH WALNUT LLC

By _____

Its Sole member

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

EXHIBIT A

Description of Development Property

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

Tax Parcel No. 25-0046-000

EXHIBIT B

Form of TIF Note

No. R-1 $195,000.00

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

TAX INCREMENT REVENUE NOTE
(31 SOUTH WALNUT LLC PROJECT)

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Administrator Mayor

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

CERTIFICATION OF REGISTRATION

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

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

EXHIBIT C

Site Improvements

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

TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: ISD 300 Positive Impact Team request

The City of La Crescent has received a request from the ISD Positive Impact Team (PIT Crew) to install lancer shields in city parks as part of a scavenger hunt. The shields would be temporarily mounted on a wood dowl and custom painted or decorated by classes in the elementary school. A picture of a shield is included.

The scavenger hunt is a student idea with support of the Pit Crew advisors. The scavenger hunt would be a combination of community locations and city parks.

The PIT Crew has requested to install shields in the following parks:

1. Old Hickory Park
2. Eagles Bluff Park
3. Veterans Park
4. Vetsch Park
5. Kistler Park
6. Wieser Memorial Park
7. Abnet Field
8. Red Apple Trailhead
9. Eagles Bluff Loop Trail

The Park and Recreation commission reviewed the request at their April 6th meeting and it was the consensus of the commission to approve the request.

We suggest the City Council approve the request from the Positive Impact Team to install Lancer shields in the parks.

CITY OF LA CRESCENT
315 Main Street
P.O. BOX 142
La Crescent, MN 55947
P: (507) 895-2595
cityoflacrescent-mn.gov


Lancers
are
AMAZING

M E M O R A N D U M

TO: Mayor, City Council

FROM: Larry Kirch, Community Development Director

DATE: April 13, 2026

SUBJECT: BASICS Act Letters to Congress

Attached are two letters requesting that the City's congressional delegation sponsor and support the passage of the BASICS Act. The BASICS Act is the periodic federal transportation five-year spending and policy bill. The transportation bill starts in the House and then is introduced in the Senate. In this renewal of the transportation bill, there is a provision to provide additional funding to the Metropolitan Planning Organizations. The city is a member and the mayor is on the policy board of the La Crosse Area Planning Committee (LAPC). The LAPC would receive additional funding support for regional transportation planning efforts.

The letters are written to Congressman Finstad asking that he co-sponsor and support the legislation and that Senator's Klobuchar and Smith co-sponsor and support the Senate version of the legislation.

The request of the council is to support the mayor's request that he sign and send the letters.

Please let me or Tyler know if you have any questions.

Thank you,

April 13, 2026

The Honorable U.S. Brad Finstad
2418 Rayburn House Office Building
Washington, DC 20515

Dear Congressman Finstad:

On behalf of the City of La Crescent, I urge you to support and co-sponsor H.R.7437, the BASICS (Bridges And Safety Infrastructure for Community Success) Act, introduced by Representatives McDonald Rivet and Bresnahan. As the mayor of La Crescent, I am also a board member of the La Crosse Area Planning Committee (MPO), which helps direct millions in annual federal transportation funding across four counties and 16 communities in Minnesota and Wisconsin to improve safety, reduce congestion, and support economic growth for over 121,000 residents.

I ask you to reach out to the cosponsors of this bill, Representatives McDonald Rivet and Bresnahan to discuss how you can help co-sponsor and support the BASICS Act in the next federal surface transportation reauthorization.

What the BASICS Act does:

- **Strengthens regional planning and use federal dollars wisely.** Created by Congress, Metropolitan Planning Organizations (MPOs) are responsible for developing fiscally constrained Transportation Improvement Programs (TIPs) that identify local priority projects that meet federal performance goals. The BASICS Act increases Metropolitan Planning (PL) funding so MPOs can meet growing federal requirements and deliver stronger plans and better project selection that reflects long-term community's needs.
- **Delivers regional priorities faster.** The BASICS Act accelerates delivery of these regionally supported projects by increasing funding for the Surface Transportation Block Grant (STBG) program. As the most flexible federal transportation formula program, STBG allows states and regions to move projects forward efficiently and deliver tangible benefits for local businesses, workers, and communities in every congressional district.
- **Ensure transparency and collaboration.** Federal transportation dollars must be accountable to taxpayers. The BASICS Act improves transparency by reinforcing collaboration across federal, state, regional, and local partners to ensure that local voices are heard and transportation investments reflect what communities [like mine] need most.
- **Focus on road safety.** With nearly 100 roadway deaths each day, the BASICS Act increases and protects funding for the Highway Safety Improvement Program (HSIP). It also ensures that 25 percent of HSIP funds are delivered through MPOs for proven safety projects that build on the success of the Safe Streets and Roads for All program.
- **Invests in repairing locally owned bridges.** Counties own 38 percent of U.S. bridges. The BASICS Act ensures bridge funding reflects this reality by directing resources proportionally to locally owned bridges in each state. As a [county councilmember], this means more support for repairing the worst-conditioned bridges in my community.

CITY OF LA CRESCENT
315 Main Street
P.O. BOX 142
La Crescent, MN 55947
P: (507) 895-2595
cityoflacrescent-mn.gov

The BASICS Act is supported by a broad coalition of organizations and communities and reflects the nationwide recognition that local and regional governments must have a stronger voice and better tools in shaping federal transportation policy. This coalition is made up of the Local Officials in Transportation (LOT) Coalition, representing more than 25,000 counties, cities, towns, MPOs, regional councils, and economic development organizations. Coalition members include the National Association of Regional Councils (NARC), the Association of Metropolitan Planning Organizations (AMPO), the National Association of Development Organizations (NADO), the National Association of Counties (NACo), the National League of Cities (NLC), and the U.S. Conference of Mayors (USCM).

There is nothing more "basic" than local roads and bridges. By supporting the BASICS Act, you will help ensure that cities, counties, and Metropolitan Planning Organizations, including La Crosse Area Planning Committee, have the resources they need to deliver transportation systems that connect our neighborhoods, support our local economies and serve our residents every single day.

Thank you for your leadership and consideration. Strengthening regional planning and empowering local decision-makers is essential to creating a safer, more connected, and economically prosperous future.

On behalf of the La Crescent City Council.

Sincerely,

Mikel Poellinger, Mayor

cc: Bob Gollnik, LAPC Executive Director

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April 13, 2026

The Honorable Senator Tina Smith
Hart Senate Office Building Suite SH-720
Washington, DC 20510-2310

The Honorable Senator Amy Klobuchar
425 Dirksen Senate Building
Washington, DC 20510

Dear Senators Klobuchar and Smith

On behalf of the City of La Crescent, I urge you to support the bi-partisan H.R.7437, the BASICS (Bridges And Safety Infrastructure for Community Success) Act, introduced by Representatives McDonald Rivet and Bresnahan. As the mayor of La Crescent, I am a board member of the La Crosse Area Planning Committee (MPO), which helps direct millions in annual federal transportation funding across four counties and 16 communities in Minnesota and Wisconsin to improve safety, reduce congestion, and support economic growth for over 121,000 residents.

I ask you to reach out to the cosponsors of this bill, Representatives McDonald Rivet and Bresnahan, to discuss how you can introduce a bipartisan Senate companion bill.

What the BASICS Act does:

- **Strengthens regional planning and use federal dollars wisely.** Created by Congress, Metropolitan Planning Organizations (MPOs) are responsible for developing fiscally constrained Transportation Improvement Programs (TIPs) that identify local priority projects that meet federal performance goals. The BASICS Act increases Metropolitan Planning (PL) funding so MPOs can meet growing federal requirements and deliver stronger plans and better project selection that reflects long-term community's needs.
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- **Ensure transparency and collaboration.** Federal transportation dollars must be accountable to taxpayers. The BASICS Act improves transparency by reinforcing collaboration across federal, state, regional, and local partners to ensure that local voices are heard and transportation investments reflect what communities [like mine] need most.
- **Focus on road safety.** With nearly 100 roadway deaths each day, the BASICS Act increases and protects funding for the Highway Safety Improvement Program (HSIP). It also ensures that 25 percent of HSIP funds are delivered through MPOs for proven safety projects that build on the success of the Safe Streets and Roads for All program.
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There is nothing more basic than local roads and bridges. By supporting the BASICS Act, you will help ensure that cities, counties, and Metropolitan Planning Organizations, including La Crosse Area Planning Committee, have the resources they need to deliver transportation systems that connect our neighborhoods, support our local economies and serve our residents every single day.

Thank you for your leadership and consideration. Strengthening regional planning and empowering local decision-makers is essential to creating a safer, more connected, and economically prosperous future.

On behalf of the La Crescent City Council.

Sincerely,

Mayor Mikel Poellinger

cc: Bob Gollnik, LAPC Executive Director

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 9, 2026
RE: Newspaper update

Houston County News has informed the City that the newspaper has been discontinued as of March 27, 2026. The notice is included in the packet.

The City Attorney will be in attendance to review this with the City Council.

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Tyler Benish

From: Angie Boettcher
Sent: Wednesday, April 1, 2026 12:11 PM
To: Wieser, Skip
Cc: Tyler Benish; Kara Tarrence
Subject: FW: Update on Houston County News & Tomah Journal Publications

One more.

Angie Boettcher
City Clerk
City of La Crescent
315 Main Street
La Crescent, MN 55947
aboettcher@cityoflacrescent-mn.gov
507-895-2224

From: info@column.us <info@column.us>
Sent: Tuesday, March 31, 2026 2:29 PM
To: Angie Boettcher <aboettcher@cityoflacrescent-mn.gov>
Subject: Update on Houston County News & Tomah Journal Publications



Dear Valued Customer,

We are writing to inform you that the **Houston County News** and **Tomah Journal published their final editions on March 27, 2026**.

For any upcoming or pending public notices, you can still satisfy publication requirements through **La Crosse Tribune**, which serves the same general area.

La Crosse Tribune publishes legal notices on Tuesdays, Thursdays, and Saturdays. Deadlines are as follows:

3.17

TO: Honorable Mayor and City Council Members

FROM: Chris Fortsch, Administrative Assistant

DATE: April 7, 2026

RE: License Application – Retail Sales of Cigarette & Other Tobacco Products

The City has been notified that Emad Al Hussni will be leasing space owned by Rose Street Business Condos at 111 S Walnut St., Ste. A.

Emad, the owner of EMD Tobacco LLC, has submitted a license application to make retail sales of cigarettes and other tobacco products. The application appears to be in order, and I would suggest that the City Council approve the license application and authorize that it be forwarded to the Minnesota Department of Revenue.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Discussion topic- cigarette and tobacco license

The City of La Crescent has seen an increase in retail cigarette and tobacco licenses due to the State of Wisconsin banning certain e-cigarettes and other related tobacco products. The current ordinance that regulates cigarettes and tobacco products was established in October of 1997. As of April 10, 2026 the City has 8 retail cigarette and tobacco licenses.

The City Attorney will review items that can be regulated by ordinance at the meeting.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Discussion topic- Local option sales tax

The City of La Crescent has the option to implement a local option sales tax to fund the Ice Arena improvement project. The Minnesota state legislation is currently in session and the city has been asked if the City has an interest in seeking state legislation that would allow the City to go through the process to enact a sales and use tax.

The approval process includes Minnesota state legislation approval, a municipal referendum and public hearings.

We would seek direction from the City Council on the desire to introduce state legislation for the purpose of a local option sales tax.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 10, 2026
RE: Authorize Expenditure- Tree removal

The Walnut Street reconstruction project funding has restrictive dates on tree removal activities, the timing of the Walnut Street reconstruction bid awarding will prohibit the awarded contractor from removing the trees.

The City has solicited local tree contractors to remove the trees ahead of the deadline and in advance of the project. The City has received two quotes:

Woody's Tree Service: $6,500
B&B Tree Service: $7,800

We suggest the City Council approve the expenditure of $6500 with Woody's Tree Service to remove the trees for the Walnut Street project.

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TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: April 8, 2028
RE: Authorize expenditure- Pine Creek Golf Course

Pine Creek Golf Course is requesting to purchase 20 used 2020 Yamaha QuieTech EFI gas golf carts from X-it outdoors.

The current fleet of golf carts consists of 54 golf carts, with 23 of the carts being over 20 years old and another 9 are 18 years old.

Pine Creek staff has reviewed electric alternatives and shared feedback they have gotten from other courses that have or have had electric golf carts with the Golf Commission. The Golf Commission has recommended the purchase of 20 Yamaha EFI gas carts. The Golf commission minutes are included in the packet.

The total cost of the carts is $66,800. The Golf Commission approved the purchase of 2019 Yamaha carts that have been sold since the Golf Commission meeting. The 2020 carts are $200 dollars more per cart than the commission approved. The Pine Creek budget has funds to cover the expenditure.

Part of the expenditure would be recouped from the sale of the 20 carts that are getting replaced. Pine Creek has previously sold 3 golf carts on MNBID for an average of $1,435.

We suggest the City Council authorize the purchase of 20 Yamaha QuieTech golf carts from X- it outdoors for $66,800, and authorize the sale of 20 golf carts on MNBID.

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TO: Park & Recreation Commission Members
FROM: Tyler Benish, Public Works Director
DATE: April 7, 2026
RE: Meeting Minutes
April 6, 2026

The La Crescent Park and Recreation Commission Met at 5:30 pm, on Monday, April 6, 2026, in the Wieser Park Pavillion at Wieser Memorial Park. The Following members were present: Marge Loch-Wouters, Diana Adamski, Sarah Wetterlin, Patti Martell, Diane Palm and Alyssa Sebo. Commission member Paul McLellan was not in attendance. Also in attendance were Teresa O'Donnell-Ebner and Tyler Benish.

1. It was the consensus of the Commission to approve the minutes of the February 2, 2026 Park and Recreation Commission meeting as presented.
2. It was the consensus of the Commission to approve the batting cage request at Veterans Park with safety modifications to protect pedestrians and property from balls escaping the batting cage.
3. It was the consensus to approve the request to use the green space and parking lot for the Library and La Crescent Live concert series.
4. The Commission reviewed an outdoor recreation project bid. The Commission has requested a change to the Pickleball court size and lay out.
5. It was the consensus of the Commission to approve the request from the ISD 300 Positive Impact Team to install decorated shields in 9 parks as part of a community wide scavenger hunt.
6. An update was provided at the meeting on the following projects/items:
   a. Aquatic center programs and sign up
   b. Walnut Street/ Veterans Park
   c. Wieser Park Pavilion repairs.
   d. On-line sign-up for Aquatic Center programming and reservations at park fields and shelters.
7. Additional discussion items included: E- bike use in parks, Old Hickory Park paving.
8. There being nothing further to discuss, the meeting was adjourned at approximately 6:23.

explore LA CROSSE

LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

February 17, 2026– 8:00 a.m.

Board Members:
Present: Jen Burch, Pete Boese, Ashley Santolin, Barb Janssen, Brody Meier, Shawnna Bortz, Nathan Franklin, Kalynn Krueger, Chris Roderique, Ryan Johnson, Cherryl Jostad, Elizabeth Poh, Lauren Harris, Kathleen Pielhop, David Pierce, Jay Patel, Dave Ring, Dan Wick, Dan Kapanke, Shamawyah Curtis, Kapena Faitau
Excused: Austin Wells, Stephanie Pope, Debbie Hosch, Michelle Hoskins, Jay Odegaard, Patrick Barlow, Vicki Markussen
Absent: Mike Mielke
Others Present: Executive Director: A.J. Frels, Director of Finance & Human Resources: Michelle Hoch

PROCEEDINGS:
J. Burch brought the meeting to order at 8:03 a.m.

The board took some time to remember Pat Stephens as he was a member of the LCCVB Board for 30 years, and board chair in 2011. Pat also served as interim Executive Director for six months after the retirement of Dave Clements, and prior to AJ Frels being hired. He will be missed. Art Fahey reached out to AJ and proposed organizing one unified tribute event across all of the organizations that Pat served. AJ offered to coordinate the meeting at Explore La Crosse offices.

Consent Items:
MOTION: to approve the Board minutes-February 2026, Statements January 2026, (P. Boese, D. Wick) Carried.

EXECUTIVE DIRECTOR REPORT:
-Thank you to those who attended the board retreat, we appreciate you all taking the time to share your thoughts and input. AJ has just received the deck from the retreat, and will include that in the board meeting packet.
-The Zartico December recap was included in the packet for review. As a reminder, we will finish up our agreement with them at the end of February 2026. AJ has requested a 2025 recap, and expects to have it to share in time for the March meeting.
- Haleigh and AJ were invited to a meeting with the City of La Crosse as they are in the process of design and layout of a new website. There will be a link to our explorelacrosse.com site from the City of La Crosse homepage.
-AJ attended the MNTA Education Series in January. The topic was the motor coach business. It was also discussed that the Circle Wisconsin Marketplace would take place at the La Crosse Center this spring.
-We received documentation from La Crosse County that the individual who damaged our SUV will be incarcerated for one year, with two additional years of probation. Our case was just one of five for which he was charged.
-AJ met with Rebecca Glewen from Trempealeau County, along with Lexie Boynton and others, at Ecker's Apple Farm to discuss additional ways we can work together in attracting visitors to our region.
-AJ met with Wesley La Blanc on February 3. Wesley is working with Chuck and Tom in gathering information for the development of the Discovery Center. They are looking at who all would be partners and to what extent. AJ emphasized that Explore La Crosse's commitment to "partner" is staffing the welcome counter for the center.

Presentation-Erik Sjolander, Director of Convention Sales

Community Partner and Event Center Updates:
DMI: currently conducting membership drive, and happy to announce that as a result of their membership

drive, they have achieved the highest first quarter membership in about 15 years.
La Crescent Chamber: Will be holding their Annual Meeting and dinner on February 21st, and they are also planning their 2026 visitor guide.
La Crosse Chamber: Young Professionals program is growing hundreds of members with speed networking, next session to be held on February 19th. Business After Hours will be held on March 12th at the Charmant.
La Crosse Center: It has been a busy month with events such as State Pom and Cheer, Sports Show, upcoming with the UWL gymnastics home meet, Winter Market, WIAA Wrestling and USA Wrestling, and Custom Auto Show.
Onalaska: Omni Center has two more weeks of ice before transitioning to dry floor events in early March.

COMMITTEE REPORTS:
Membership - Reports were distributed. Revenue for January was at $9,438.00 with budgeted amount of $7,250.00
Grants- Reports were distributed. For January 2026, $6,000.00 has been awarded in grants. The grading system the committee has been working on was included in the packet for review. The next scheduled Membership & Grants meeting is on March 19, 2026.
Convention/Sales- the most recent meeting was held on January 21st at Mt. La Crosse, with representation from eight lodging properties.
Marketing/Media- the marketing department is promoting the 2026 Visitors Guide, and conducting a photo sweepstakes to generate user content for marketing materials.
Belonging and Mattering Committee- The current Fall session is being held with two months remaining.

OLD BUSINESS:
-Placer ai: AJ will be meeting with Jon Bingol at MRRPC to further discuss working with them moving forward for reports. AJ has received some reports at this time with information pertaining to our region.
-Rivercam: AJ has been in contact with Nathan Franklin, and it appears we may be able to enter the building mid-March to work on a location for the camera. At that point we will work with MCS to have the camera up and running as soon as possible.

NEW BUSINESS:
- BTB Beverages and Bites Branding Unveiling: The slight branding changes have been updated to reflect the changes in consumer preferences in alcoholic consumptions.
-Banners: designs of the banner project were included in the packet for review. The banners will be displayed on light poles within the municipalities that are interested.

Meeting adjourned at 9:07am

Next Board Meeting: March 24, 2026 at 8:00am.

Respectfully submitted, Michelle Hoch

La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, March 24, 2026
8:00 a.m.
WiFi
GuestLax21!

Board of Directors: Jen Burch, Chair; Pete Boese, Vice Chair; Chris Roderique, Treasurer; Ryan Johnson, Secretary; Dave Ring, Nathan Franklin, Patrick Barlow, Mike Mielke, Barb Janssen, Cherryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Kapena Faitau, Brody Meier, David Pierce, Austin Wells, Stephanie Pope, Shamawyah Curtis & Shawnna Bortz
Ad Hoc: Kathleen Pielhop (DMI), Lauren Harris (La Crosse Chamber), Kourtni Alcock (La Crosse Center), Debbie Hosch (La Crescent Area Event Center), Vicki Markussen (LADCO), Michelle Hoskins (La Crescent Area Chamber & Tourism)
Executive Director: A.J. Frels

Vision Statement:
A destination that inspires exploration and elevates celebrations.

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

AGENDA

1. **Call to Order**

2. **Introductions** - Kourtni Alcock, La Crosse Center

3. **Consent Items**

    a. **Board Minutes**
        February 2026

    b. **Financial Committee**
        Minutes
            March 2026
        Statements
            February 2025

4. **Executive Director's Report –** A.J. Frels

5. **Municipality Updates**

6. **Community Partners Update**
    a. DMI – Chad Honycutt or Kathleen Pielhop
    b. La Crescent Chamber - Michelle Hoskins
    c. La Crosse Chamber – Lauren Harris
    d. LADCO – Vicki Markussen

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

8. **Committees**
    a. Membership & Grants – Jen Burch
    b. Conventions/Sales – Shawnna Bortz
    c. Marketing/Media - Jay Patel
    d. Belonging and Mattering Committee – Jen Burch

9. **Old Business**
    a. Foundation
    b. Board Development Session
    c. Board Retreat Post Survey & 2026 Strategic Plan

10. **New Business**
    a. WIAA – Weber Group
    b. Travel & Tourism Week Ads
    c. China Delegation – Sept 8, 2026
    d. Zartico 2025 Recap Insights
    e. Grants & Membership Manager Position
    f. Annual Meeting Date – July 23, 11:30 – 1 at Drugan's Castle Mound
    g. Open Discussion

11. **Adjournment**

The Next Board Meeting is scheduled for April 21, starting at 8:00 a.m., at the LCCVB Office, 123 7th Street South, La Crosse.

Celebrating Staff Birthdays

Barb 04-20

Explore La Crosse Employment Anniversaries

None at this time

Golf Commission Minutes 3-25-26 6.4

1. Meeting called to order at 5:30 pm.
    a. Present members: Larry Ernst, Tom Jones, Bill Dockendorff, Chris Langen, Roy Lemke, and Matt Wieser.

2. Motion to approve minutes from 12-3-25 by Larry Ernst, second by Tom Jones.

3. Members had a discussion of updated 2025 season numbers. Overall numbers were positive again in 2025, but expenses were much higher than anticipated again.

    a. Changes in numbers on budget sheets from the city were noted by Matt.
        i. Tom noted differences in expenses from receipts he collected to overall expenses shown on city budget sheet.
        ii. Differences were concluded to be from uncollected receipts
    b. Members had questions on overall accuracy of revenue and expenses presented from the city.

4. Tom prepared a budget for members to look over and approve.
    a. Members agreed to raise labor numbers to closer match what the city budget sheets show.
    b. Utility numbers were also updated to match accurate expenses.
    c. Motion by Larry to approve budget for 2026, second by Tom.

5. Members discussed 2026 golf show at Golf Headquarters.
    a. Show was an overall success again showing similar numbers as 2025 even with a raise in price of 4-round punch cards.

6. An update of the current golf cart fleet was presented to the members.
    a. 23 carts are 20+ years old and 9 additional carts are 18 years old.
    b. Numbers were presented that carts have brought in revenue of over $1 million since 2019.
    c. A discussion was continued from previous meetings comparing the purchase of gas or electric carts.
        i. Members agreed it was more financially and logistically beneficial to replace carts with gas powered carts.
        ii. It was discussed that it would cost too much to create an area to store electric carts while also hiring additional staff to monitor and charge electric carts.

d. Members discussed how many carts to replace while also keeping expenses down.

i. Roy and Matt presented quotes of two different options of carts from X-IT Outdoors.

ii. Members agreed on the 2019 Yamaha Quietech option for $3,050 per cart plus freight.

iii. Motion by Larry and second by Tom to replace 20 carts instead of 25 to keep expenses down.

iv. It was highlighted that expenses would be offset by sale of current inventory being replaced.

7. Additionally, members continued discussion from last meeting about a tee time booking software online.

a. A meeting in January with ForeUp and member Tom Jones as well as employees showed many benefits of this software, but the costs were too high at this point to switch.

b. Members and employees will keep monitoring to see if a new software is available that fits the needs of the course better.

8. Motion by Larry to adjourn and second by Tom at 6:55 pm.

Minutes by Bill Dockendorff