

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
MAY 12, 2025
5:00 P.M.



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

1. CONSENT AGENDA

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

- 1.1 MINUTES – APRIL 28, 2025
- 1.2 BILLS PAYABLE THROUGH MAY 9, 2025

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 LIBRARY REQUEST – SUMMER READING PROGRAM
- 3.2 2025 STREET IMPROVEMENT PROJECT – BID RESULTS
- 3.3 CONTRACT – ROOT RIVER SWCD – RAIN GARDEN
SOUTH 6TH STREET IMPROVEMENT PROJECT
- 3.4 2025 STREET/ALLEY IMPROVEMENT PROJECT - QUOTES
- 3.5 PLANS & SPECIFICATIONS/AUTHORIZE TO ADVERTISE
FOR BIDS – PINE CREEK IMPROVEMENT PROJECT
- 3.6 REVIEW ENHANCED STREET SWEEPING STUDY
- 3.7 2025 MEMORIAL DAY PARADE EVENT
- 3.8 LA CRESCENT APPLEFEST 5K EVENT REQUEST
- 3.9 MnDOT – 2024 ACTIVE TRANSPORTATION INFRASTRUCTURE
PROGRAM GRANT AWARD
- 3.10 MnDOT – 2029 TRANSPORTATION ALTERNATIVES
PROGRAM GRANT AWARD
- 3.11 USDA – RURAL DEVELOPMENT COMMUNITY FACILITIES
LOAN AND GRANT PROGRAM UPDATE
- 3.12 USDOT – RAILROAD CROSSING ELIMINATION PROGRAM
GRANT & MnDOT IIJA MATCHING GRANT
- 3.13 RESOLUTION – BONDING BILL APPLICATION -ICE ARENA
- 3.14 REVIEW INDIGENOUS ARTISTS PROJECT
- 3.15 DONATION RESOLUTION
- 3.16 CIGARETTE LICENSE APPLICATION

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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1

6.2

7. CORRESPONDENCE

7.1

8. CHAMBER OF COMMERCE

8.1

9. HOUSTON COUNTY

10. ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
APRIL 28, 2025

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of April was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, April 28, 2025.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Cherryl Jostad, Chris Langen, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Administrator Bill Waller, City Attorney Skip Wieser, Public Works Director Tyler Benish, Sustainability Coordinator Jason Ludwigson, Administrative Assistant Chris Fortsch, and City Clerk Angie Boettcher.

Also in attendance from the Houston County Assessor's office were Luke Onstad, Joe Olson, and Kelly Petersen, and from Winona County Assessor's office were Kathy Frette, and Lindsey Brandt.

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – APRIL 14, 2025
- 1.2 MINUTES – APRIL 21, 2025
- 1.2 BILLS PAYABLE THROUGH APRIL 25, 2025

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. Prior to the meeting a request was made to City Clerk Angie Boettcher to change Item 3.6 of the April 14, 2025, minutes to state Tammy Stremcha spoke on "behalf of the La Crescent Chamber of Commerce and Tourism".

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

A MOTION TO APPROVE THE CONSENT AGENDA WITH THE REQUESTED CHANGE TO ITEM 3.6 OF THE APRIL 14, 2025, MINUTES TO STATE TAMMY STREMCHA SPOKE ON "BEHALF OF THE LA CRESCENT CHAMBER OF COMMERCE AND TOURISM".

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 3.1 – LEASE AGREEMENT – HEALTHY COMMUNITY PARTNERSHIP

City Administrator Bill Waller reviewed with City Council a lease agreement with 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 with HCP with an expiration date of April 30, 2026. The lease is modified slightly so that HCP is responsible for all maintenance costs that may arise during the next year. HCP has been actively looking and will continue to look for another site that meets their needs and is within their budget. Following discussion, Member Jostad made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE 2025 LEASE AGREEMENT WITH LA CRESCENT AREA HEALTHY COMMUNITY PARTNERSHIP FOR 333 MAIN STREET WITH AN EXPIRATION DATE OF APRIL 30, 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 3.2 – INSTALL MISSISSIPPI RIVER BUOYS

City Administrator Bill Waller reviewed with City Council a request from city resident Ron Wilke on behalf of residents on the south end of Shore Acres for the city to pay for the cost of installing and removing voluntary no wake markers/buoys. The cost would be \$975 in 2025, \$600 in 2026 and 2027. It was recommended that City Council authorize the expenditure and amend the City Council discretionary line item in the 2025 general fund budget to include this expenditure. The cost would then be included in the 2026 general fund budget. Ron Wilke was in attendance to answer any questions regarding the request.

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

MOTION TO AUTHORIZE THE EXPENDITURE OF \$975 IN 2025, FOR THE CITY TO PAY TO INSTALL AND REMOVE VOLUNTARY NO WAKE MARKERS/BUOYS AND AMENDING THE CITY COUNCIL DISCRETIONARY LINE ITEM IN THE 2025 GENERAL FUND BUDGET TO INCLUDE THE EXPENDITURE WITH THE COST THEN BEING INCLUDED IN THE 2026 GENERAL FUND BUDGET.

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

Cherryl Jostad	Yes
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 – MEMORIAL DAY 2025 EVENT INFORMATION

Administrative Assistant Chris Fortsch reviewed the Memorial Day Event information with City Council to be held on Monday, May 26, 2025, in the city. This was informational only, no action required.

ITEM 3.4 – CONSERVATION PARTNERS LEGACY GRANT AGREEMENT-STONEY POINT

Sustainability Coordinator Jason Ludwigson reviewed with City Council a Conservation Partners Legacy Grant agreement from the Minnesota DNR that the city was awarded to complete phase II of the forest habitat restoration on the Stoney Point property. The grant is for \$49,875 and the project involves forestry mowing, follow-up foliar spraying applications, and planting of hardwood seedlings in the area south of the well house to south 7th street. A copy of the grant agreement was included, and it was recommended that City Council approve entering into the grant agreement with the Minnesota DNR. Following discussion, Member Langen made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE ENTERING INTO THE GRANT AGREEMENT FROM THE MINNESOTA DNR FOR \$49,875 TO COMPLETE PHASE II OF THE FOREST HABITAT RESTORATION ON THE STONEY POINT PROPERTY.

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

Cherryl Jostad	Yes
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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 – CONSERVATION PARTNERS LEGACY GRANT AGREEMENT – BLUFFLANDS AREAS

Sustainability Coordinator Jason Ludwigson reviewed with City Council a Conservation Partners Legacy Grant agreement from the Minnesota DNR that the city was awarded to complete removal of invasive species across the city bluffland parks and property. The grant is for \$50,000 and the project involves cutting and stump treating invasives such as buckthorn, honeysuckle, black locust, winged burning bush and others. A copy of the grant agreement was included, and it was recommended that City Council approve entering into the grant agreement with the Minnesota DNR. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE ENTERING INTO THE GRANT AGREEMENT WITH THE MINNESOTA DNR FOR \$50,000 TO COMPLETE THE REMOVAL OF INVASIVE SPECIES ACROSS THE BLUFFLAND PARKS AND PROPERTY.

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 – SOLAR ON PUBLIC BUILDINGS GRANT APPLICATION

Sustainability Coordinator Jason Ludwigson reviewed with City Council that the city issued a Third-Party Solar Request for Proposals on July 22, 2024, for the Stoney Point Wellhouse. The city received proposals from All Energy Solar and Solar Connection. City staff reviewed the proposals, and it was recommended that City Council approve the proposal from Solar Connection for the city to apply for the Full Grant Application for the Solar on Public Buildings Grant Program. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE PROPOSAL FROM SOLAR CONNECTION FOR THE CITY TO MOVE FORWARD WITH THE FULL GRANT APPLICATION FROM THE SOLAR ON PUBLIC BUILDINGS GRANT PROGRAM FOR THE STONEY POINT WELLHOUSE.

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

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

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

ITEM 3.7 – PROCLAMATION – NATIONAL BIKE MONTH

Sustainability Coordinator Jason Ludwigson reviewed with City Council for approval a proclamation recognizing May 2025 as National Bike Month in the City of La Crescent. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO PROCLAIM MAY 2025 AS NATIONAL BIKE MONTH IN THE CITY OF LA CRESCENT.

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

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

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

ITEM 3.8 – PERSONNEL COMMITTEE RECOMMENDATIONS

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

1. On April 18, 2025, Jevin Dorschner, Greg Payne, Garret Pritchard, and Doug Stavenau successfully completed their probationary period as Firefighters. Effective April 18, 2025, the Personnel Committee is recommending that their probationary status be removed, and that they be classified

as Firefighters for the City of La Crescent. A letter from the Fire Chief regarding the recommendation was included. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO REMOVE THE PROBATIONARY STATUS FOR FIREFIGHTERS JEVIN DORSCHNER, GREG PAYNE, GARRET PRITCHARD, AND DOUG STAVENAU AND THAT EFFECTIVE APRIL 18, 2025, THEY BE CLASSIFIED AS FIREFIGHTERS FOR THE CITY OF LA CRESCENT.

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. On April 30, 2025, that the City Council accept Shawn Wetterlin's retirement as a Firefighter for the City of La Crescent. A letter from the Fire Chief regarding the recommendation was included. Following discussion, Member Langen made a motion, seconded by Member Jostad as follows:

MOTION TO ACCEPT SHAWN WETTERLIN'S RETIREMENT AS A FIREFIGHTER EFFECTIVE APRIL 30, 2025.

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

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

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

3. On April 29, 2025, that the City Council promote Firefighter Greg Payne to the position of Assistant Fire Chief. Mr. Payne will serve a twelve-month probationary status as the Assistant Fire Chief. Mr. Payne resides in the City of La Crescent, has twenty-plus years of experience in the fire service, and is currently employed as a full-time firefighter in an area community. A letter from the

Fire Chief regarding the recommendation was included. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO PROMOTE FIREFIGHTER GREG PAYNE TO THE POSITION OF ASSISTANT FIRE CHIEF EFFECTIVE APRIL 29, 2025, WITH MR. PAYNE SERVING A TWELVE-MONTH PROBATIONARY PERIOD.

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

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

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

ITEM 3.9 – LETTER OF SUPPORT – NEWSPAPER LEGISLATION

City Council reviewed a letter of support for legislation regarding local government newspaper publication requirements. It was recommended that City Council approve the letter of support. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE LETTER OF SUPPORT FOR LEGISLATION REGARDING LOCAL GOVERNMENT NEWSPAPER PUBLICATION REQUIREMENTS.

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 3.10 – NO PARKING ORDINANCE

Public Works Director Tyler Benish reviewed with City Council for approval an Ordinance limiting parking on South 1st Street directly across from the Fire Station to Emergency Responders only. If

approved signs would be installed and the curb would be painted red. Following discussion, Member Jostad introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 592

**AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING
PARKING ON S 1st Street**

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

SECTION I. There shall be no parking, except emergency responder personnel's vehicles, on the south side of South 1st Street, from its intersection with Oak Street easterly 100 feet; as shown on the attached Map.

SECTION II. Any person, firm or corporation that violates this Ordinance 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 III. Repeal Ordinance 338, an ordinance of the City of La Crescent amending "No Parking" regulations and the city code with reference thereto, Adopted October 15, 1996.

SECTION IV. These provisions shall become effective from and after due passage and enactment and publication, according to law.

PASSED AND ENACTED this 28th day of April 2025.

SIGNED:

Mayor

ATTEST:

City Administrator

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

Cherryl Jostad

Yes

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.

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 592 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

Upon a roll call vote taken and tallied by the City Clerk, the following Members 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.

ITEM 3.11 – DONATION RESOLUTION

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

RESOLUTION NO. 04-25-15

RESOLUTION ACCEPTING DONATIONS MADE TO THE CITY OF LA CRESCENT IN APRIL 2025

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

1. Lancer Youth Hockey Association wishes to donate \$34,853.00 to the La Crescent Ice Arena Donation fund.

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

ADOPTED this 28th Day of April 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

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

Cherryl Jostad	Yes
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.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES:

6.1 RIBBON CUTTING – CANOE/KAYAK ACCESS

City Council reviewed a flyer regarding the La Crescent Canoe/Kayak access Ribbon Cutting Ceremony to be held on Wednesday, April 30, 2025.

6.2 PINE CREEK STREAM RESTORATION PROJECT – INFORMATIONAL SESSION

City Council reviewed a flyer regarding the Pine Creek Stream Restoration Project informational session to be held on Wednesday, May 7, 2025.

6.3 EXPLORE LA CROSSE

City Council reviewed the Explore La Crosse, April 15, 2025, Board Meeting agenda and the March 18, 2025, Board Meeting minutes.

6.4 2025 SPRING NEWSLETTER

City Council reviewed the 2025 spring issue of the La Crescent City Newsletter.

7. HOUSTON COUNTY

Houston County Commissioner Cindy Wright was in attendance and provided updates.

At 5:18 Mayor Poellinger recessed the regular meeting.

At 5:30 Mayor Poellinger convened the annual Board of Appeal and Equalization meeting.

2. PUBLIC HEARING/MEETING

At 5:30 PM the City Council convened the annual Board of Appeal and Equalization meeting. Lucas Onstad, Kelly Petersen, and Joe Olson from the Houston County Assessor's Office were present as well as Kathy Frette and Lindsay Brandt from the Winona County Assessor's Office. Houston County Assessor Lucas Onstad reviewed the Board of Appeal and Equalization proceedings.

Mayor Poellinger opened the meeting to the public beginning with Winona County. There were no members of the public that wished to appeal before the City Council and representatives from the Winona County Assessor's Office.

The following members of the public wished to address the City Council and representatives from the Houston County Assessor's Office for Appeal:

Joe and Becky Zoelher – 1112 Spruce Drive an eight-plex apartment building. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO ADOPT THE RECOMMENDATION OF THE HOUSTON COUNTY ASSESSOR AND ADJUST THE ESTIMATED MARKET VALUE TO \$1,100,000 BASED ON THE FINDINGS PRESENTED FOR THE PROPERTY OWNED BY JOE AND BECKY ZOELHER AT 1112 SPRUCE DRIVE.

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
Mayor Poellinger	Yes

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

Dick Wieser – Best Western Plus, 509 North Chestnut St. Following discussion, Member O’Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO MAKE NO CHANGE TO THE ESTIMATED MARKET VALUE FOR THE BEST WESTERN PLUS PROPERTY LOCATED AT 509 NORTH CHESTNUT STREET.

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
Mayor Poellinger	Yes

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

Ralph Mullaly – 840 South Oak Street addressed the assessors with questions and no request for appeal.

Brian Wieser – 200 Twilite Street, 100 Twilite Street, and 120 Midnight Street. Following discussion, Member O’Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO MAKE NO CHANGE TO THE ESTIMATED MARKET VALUES FOR THE PROPERTIES LOCATED AT 200 TWILITE STREET, 100 TWILITE STREET, AND 120 MIDNIGHT STREET.

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
Mayor Poellinger	Yes

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

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

Cherryl Jostad	Yes
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 6:01 P.M.

APPROVAL DATE:

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACENTEK						
4/25 STMT	CITY HALL PHONE CHARGES	04/30/2025	411.66	.00		
4/25 STMT	POLICE DEPT PHONE CHARGES	04/30/2025	316.50	.00		
4/25 STMT	BLDG/ZNG PHONE CHARGES	04/30/2025	91.48	.00		
4/25 STMT	PUBLIC WORKS PHONE CHARGES	04/30/2025	91.48	.00		
4/25 STMT	STREET PHONE CHARGES	04/30/2025	44.70	.00		
4/25 STMT	PARKS PHONE CHARGES	04/30/2025	164.90	.00		
4/25 STMT	SEWER PHONE CHARGES	04/30/2025	125.16	.00		
4/25 STMT	WATER PHONE CHARGES	04/30/2025	154.37	.00		
4/25 STMT	POOL PHONE CHARGES	04/30/2025	89.85	.00		
4/25 STMT	LIBRARY PHONE CHARGES	04/30/2025	142.47	.00		
4/25 STMT	ARENA PHONE CHARGES	04/30/2025	304.78	.00		
4/25 STMT	GOLF COURSE PHONE CHARGES	04/30/2025	447.01	.00		
4/25 STMT	LIC BUR PHONE CHARGES	04/30/2025	170.44	.00		
4/25 STMT	FIRE DEPT PHONE CHARGES	04/30/2025	477.18	.00		
Total 24:			3,031.98	.00		
AFLAC						
4/25 STMT	INSURANCE PREMIUMS	05/01/2025	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
4/25 DUES	PAYROLL DEDUCTED UNION DUES	05/01/2025	680.46	.00		
Total 25:			680.46	.00		
AMAZON CAPITAL SERVICES						
14RX-DNVY-4TX	CITY HALL - OFFICE SUPPLIES	04/22/2025	44.99	.00		
14RX-DNVY-4TX	COMM BLDG - WET FLOOR CAUTION SIGN	04/22/2025	9.99	.00		
16VT-H6LJ-4NM	CITY HALL - OFFICE SUPPLIES	04/30/2025	57.98	.00		
16VT-H6LJ-4NM	FD - VEHICLE MAINT	04/30/2025	37.86	.00		
19GM-RLTT-MKY	LIBRARY - BOOKS GRANT FUNDED	05/04/2025	27.26	.00		
1C7C-LWNL-3CC	CITY HALL - OFFICE SUPPLIES	04/29/2025	19.94	.00		
1CMN-1VW4-PT	POOL - OFFICE SUPPLIES	05/01/2025	13.35	.00		
1D3G-DJLJ-43G	PARKS - ITEMS FOR RIBBON CUTTING CANOE LAUNCH	04/29/2025	33.83	.00		
1F3D-GTTD-MX1	LIBRARY - BOOKS GRANT FUNDED	05/04/2025	40.04	.00		
1F3D-GTTD-P9M	LIBRARY - BOOKS GRANT FUNDED CREDIT	05/04/2025	.61-	.00		
1F6C-FL73-RYH	LIBRARY - BOOKS GRANT FUNDED	04/27/2025	21.00	.00		
1KXQ-6GCJ-THP	LIBRARY - BOOKS GRANT FUNDED	04/27/2025	12.99	.00		
1LGN-9HDK-CR	CITY HALL - OFFICE SUPPLIES CREDIT	04/30/2025	9.99-	.00		
1N1G-YNCK-6C	GC - GOLF CAR PARTS	04/17/2025	232.13	.00		
1RDL-7FWD-V4	LIBRARY - BOOKS GRANT FUNDED CREDIT	04/27/2025	.03-	.00		
1TVY-6QJW-6PP	LIBRARY - BOOKS GRANT FUNDED	05/06/2025	19.99	.00		
1VHK-7QRH-L4V	LIBRARY - PROGRAM SUPPLIES SRP	04/26/2025	65.38	.00		
1W9T-RJWW-4J	CITY HALL - OFFICE SUPPLIES	04/29/2025	9.99	.00		
1W9T-RJWW-4J	STREETS - VEHICLE MAINT	04/29/2025	193.88	.00		
1WF7-TNK4-1TJ	LIBRARY - BOOKS GRANT FUNDED	04/29/2025	13.96	.00		
1WPV-CKXJ-F3J	CITY HALL - OFFICE SUPPLIES	04/22/2025	9.99	.00		
Total 9956:			853.92	.00		
AUTO VALUE LA CROSSE						
516528055	GC - OIL FILTERS	04/14/2025	107.60	.00		
516528500	STREETS - VEHICLE MAINT	04/17/2025	245.78	.00		
516528502	STREETS - VEHICLE MAINT	04/17/2025	146.01	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2106:			499.39	.00		
B & T TECHNICAL SERVICES, LLC						
1704	COMM BLDG - SOLAR ELECTRICAL SERVICE	03/31/2025	401.94	.00		
Total 9680:			401.94	.00		
BAILEY NURSERIES, INC.						
INV0714458	TREES FOR ARBOR DAY - RE-LEAF GRANT	04/25/2025	7,084.00	.00		
INV0714831	TREES FOR RE-LEAF GRANT	04/26/2025	2,828.90	.00		
INV0714990	TREES & SHRUBS FOR PLANTING	04/29/2025	3,013.00	.00		
Total 10176:			12,925.90	.00		
BAKER & TAYLOR						
2038995240	LIBRARY - BOOKS GRANT FUNDED	04/08/2025	211.18	.00		
2039015806	LIBRARY - BOOKS GRANT FUNDED	04/15/2025	431.81	.00		
2039034102	LIBRARY - BOOKS GRANT FUNDED	04/23/2025	296.08	.00		
2039034888	LIBRARY - BOOKS GRANT FUNDED	04/24/2025	71.51	.00		
2039035198	LIBRARY - BOOKS GRANT FUNDED	04/24/2025	214.65	.00		
2039049739	LIBRARY - BOOKS GRANT FUNDED	04/30/2025	493.00	.00		
H72178490	LIBRARY - MOVIES GRANT FUNDED	04/11/2025	26.24	.00		
Total 8022:			1,744.47	.00		
BAUER'S MARKET & NURSERY, INC.						
60610	PLANTER FLOWERS	05/06/2025	119.70	.00		
Total 133:			119.70	.00		
BEAM INSURANCE ADMINISTRATORS LLC						
5/25 STMT	EMPLOYER PAID DENTAL -CLERK	05/05/2025	120.52	120.52	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -FD	05/05/2025	6.34	6.34	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -LIBRARY	05/05/2025	46.08	46.08	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -LICENSE BUREAU	05/05/2025	158.58	158.58	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -STREET	05/05/2025	100.92	100.92	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -WATER	05/05/2025	65.64	65.64	05/05/2025	
5/25 STMT	DENTAL INSURANCE WITHHELD	05/05/2025	567.94	567.94	05/05/2025	
5/25 STMT	A/R - DENTAL -BARB GILE	05/05/2025	92.19	92.19	05/05/2025	
5/25 STMT	A/R - DENTAL -DEB OLIVER	05/05/2025	92.19	92.19	05/05/2025	
5/25 STMT	A/R - DENTAL -PAUL KENAGA	05/05/2025	92.19	92.19	05/05/2025	
5/25 STMT	A/R - DENTAL -PHYLLIS FEIOCK	05/05/2025	46.08	46.08	05/05/2025	
5/25 STMT	A/R - DENTAL -ROSE ALBRECHT	05/05/2025	46.08	46.08	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -PD	05/05/2025	250.74	250.74	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -REC	05/05/2025	9.67	9.67	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -PARKS	05/05/2025	36.87	36.87	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -SEWER	05/05/2025	49.05	49.05	05/05/2025	
5/25 STMT	EMPLOYER PAID DENTAL -PUBLIC WORKS	05/05/2025	.01-	.01-	05/05/2025	
Total 9858:			1,781.07	1,781.07		
BOBCAT OF THE COULEE REGION						
01-79459	BOBCAT AUGERS - RELEAF GRANT REIMB	04/16/2025	2,111.35	.00		
Total 216:			2,111.35	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
BOB'S SERVICE						
810507	GC - APPLIANCE REPAIRS	04/27/2025	475.99	.00		
810508	LIBRARY - FURNACE REPAIR	04/27/2025	614.99	.00		
810511	COMM BDLG - DISHWASHER REPAIR	04/27/2025	145.99	.00		
Total 8841:			1,236.97	.00		
BOUND TREE MEDICAL, LLC						
85731319	FD - MEDICAL SUPPLIES	04/10/2025	1,195.54	.00		
Total 9621:			1,195.54	.00		
BREYER'S SALES AND SERVICE INC						
20238	PARKS - OIL FOR EQUIPMENT	04/28/2025	61.98	.00		
Total 131:			61.98	.00		
BUREAU OF CRIMINAL APPREHENSION						
40889	PD - TRAINING FOR 307	04/18/2025	25.00	.00		
41069	PD - TRAINING FOR 307 & 305	05/02/2025	600.00	.00		
Total 9681:			625.00	.00		
CALEDONIA ARGUS						
5/25 - 5/26	LIBRARY - SUBSCRIPTION RENEWAL	05/01/2025	103.00	.00		
Total 211:			103.00	.00		
CITY OF LA CRESCENT						
4/25 ICE ARENA	WATER/SEWER UTIL - ICE ARENA	04/30/2025	641.23	.00		
4/25 WIESER PA	WATER/SEWER UTIL - WIESER PAVILION	04/30/2025	170.42	.00		
Total 196:			811.65	.00		
CITY TREASURER'S OFFICE						
2025 Q2 TRANSI	2025 Q2 TRANSIT LOCAL SHARE	04/28/2025	70,998.50	70,998.50	04/28/2025	
Total 1086:			70,998.50	70,998.50		
CLASSIC ROCK PRODUCTS INC						
1065	PARKS- MULCH FOR FLOWER BEDS AND PARKS	04/30/2025	2,233.00	.00		
Total 278:			2,233.00	.00		
CLEARWAY COMMUNITY SOLAR LLC						
3/25 STMT	219 MAIN STREET - UNIT LIGHTS	03/31/2025	75.89	.00		
3/25 STMT	321 MAIN STREET - LIBRARY	03/31/2025	158.78	.00		
3/25 STMT	202 MAIN STREET - FLAG LIGHT	03/31/2025	3.08	.00		
3/25 STMT	722 N 2ND STREET - RADIUM PLANT	03/31/2025	1,929.42	.00		
3/25 STMT	608 S 7TH STREET - POOL	03/31/2025	496.56	.00		
3/25 STMT	336 S 1ST STREET - COMM BLDG	03/31/2025	149.48	.00		
3/25 STMT	520 S 14TH STREET - ICE ARENA	03/31/2025	2,484.60	.00		
3/25 STMT	31 MCINTOSH RD - LIFT STATION	03/31/2025	10.97	.00		
3/25 STMT	1323 SPRUCE DR - ABNET FIELDS	03/31/2025	30.49	.00		
3/25 STMT	219 CHESTNUT ST - BRIDGE LIGHT	03/31/2025	54.40	.00		
3/25 STMT	209 S WALNUT ST - LAC SIGN	03/31/2025	13.64	.00		
3/25 STMT	110 MIDNIGHT ST - LIFT STATION	03/31/2025	50.44	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3/25 STMT	193 MCINTOSH RD - BOOSTER STATION	03/31/2025	177.89	.00		
3/25 STMT	1450 HWY 16 - LIFT STATION	03/31/2025	28.92	.00		
3/25 STMT	1200 JONATHAN LN - PARK SHELTER	03/31/2025	41.52	.00		
3/25 STMT	407 ORCHARDVIEW - BOOSTER STATION	03/31/2025	294.28	.00		
3/25 STMT	523 S CHESTNUT - ANIMAL SHELTER	03/31/2025	39.02	.00		
3/25 STMT	200 STONEY POINT - WELL HOUSE	03/31/2025	770.55	.00		
3/25 STMT	400 LARCH AVE - WELL 2	03/31/2025	630.29	.00		
3/25 STMT	608 S 7TH ST - TENNIS CT LIGHTS	03/31/2025	9.71	.00		
Total 9854:			7,449.93	.00		
CUSTOM ALARM						
606537	GC - MONTHLY ALARM MONITORING SYSTEM	05/01/2025	46.89	.00		
Total 290:			46.89	.00		
DAVY LABORATORIES						
25D0453	WATER - SAMPLES	04/29/2025	114.00	.00		
Total 312:			114.00	.00		
DEPT OF NATURAL RESOURCES						
4/22/25-4/28/25	WEEKLY RECREATIONAL VEH. REGIST.	04/28/2025	2,192.92	2,192.92	05/02/2025	
Total 318:			2,192.92	2,192.92		
DOBECK, RHODA						
4/25 LIBRARY	LIBRARY- CLEANING	04/30/2025	175.00	.00		
Total 10098:			175.00	.00		
EARL F ANDERSEN INC						
0139314-IN	PARKS - PRAIRIE EDUCATION SIGNS	04/30/2025	264.30	.00		
Total 404:			264.30	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
4/25/25 P/R	FED/FICA/MEDICARE	04/29/2025	20,603.96	20,603.96	04/29/2025	
Total 1127:			20,603.96	20,603.96		
FIRST SUPPLY LLC - LA CROSSE						
14621190-00	PARKS - WATER FOUNTAIN REPAIR	04/24/2025	132.96	.00		
Total 557:			132.96	.00		
FLATIN SEEDING LLC						
955573	NATIVE SEEDING - PINE CREEK PRAIRIE	05/02/2025	250.00	.00		
Total 9961:			250.00	.00		
G & F DISTRIBUTING, INC.						
3000006615	GC - BEER FOR RESALE	04/24/2025	256.00	.00		
Total 8628:			256.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GALL'S LLC						
030949348	FD - UNIFORM SUPPLIES	04/04/2025	391.96	.00		
030961319	FD - UNIFORM SUPPLIES	04/05/2025	136.08	.00		
Total 601:			528.04	.00		
GEGEN, MARY						
4/1/25 - 4/30/25	REIMBURSE MILEAGE	04/30/2025	121.10	.00		
Total 10238:			121.10	.00		
GOPHER STATE ONE-CALL						
5040522	WATER - LOCATE	04/30/2025	45.90	.00		
5040522	SEWER - LOCATE	04/30/2025	45.90	.00		
Total 620:			91.80	.00		
HAWKINS INC.						
7060380	WATER PLANT - CHEMICALS	05/07/2025	2,023.10	.00		
Total 512:			2,023.10	.00		
HILLTOPPER REFUSE & RCYL SRVC						
4/25 BAGS	MONTHLY REFUSE P/U	04/30/2025	6,090.00	.00		
4/25 GOLF	RECYCLING & REFUSE P/U GOLF COURSE	04/30/2025	49.89	.00		
4/25 STMT	CITYWIDE RECYCLING P/U	04/30/2025	7,521.50	.00		
4/25 STMT	REFUSE P/U PARKS	04/30/2025	274.31	.00		
4/25 STMT	REFUSE P/U CITY HALL	04/30/2025	67.89	.00		
4/25 STMT	REFUSE P/U LIBRARY	04/30/2025	10.45	.00		
4/25 STMT	REFUSE P/U FIRE DEPT	04/30/2025	26.11	.00		
4/25 STMT	RECYCLING P/U FIRE DEPT	04/30/2025	16.48	.00		
4/25 STMT	REFUSE P/U MAINT SHOP	04/30/2025	230.71	.00		
4/25 STMT	REFUSE P/U ARENA	04/30/2025	159.56	.00		
4/25 STMT	REFUSE P/U ANIMAL SHELTER	04/30/2025	76.42	.00		
Total 9233:			14,523.32	.00		
HOKAH CO-OP OIL ASSOCIATION						
126439	GC - FUEL FOR EQUIPMENT	04/17/2025	748.61	.00		
265575	GC - OIL FOR EQUIPMENT	04/07/2025	220.06	.00		
2677244	GC - OIL FOR EQUIPMENT	04/30/2025	177.32	.00		
Total 715:			1,145.99	.00		
HOUSTON CNTY TREASURER						
3648	2ND QTR SOLID WASTE FEES	04/01/2025	28,800.00	.00		
Total 1501:			28,800.00	.00		
5/25 25.0085.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2025	569.99	569.99	05/01/2025	
5/25 25.0085.000	SPECIAL ASSESSMENT - INTEREST	05/01/2025	870.35	870.35	05/01/2025	
5/25 25.0094.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2025	569.99	569.99	05/01/2025	
5/25 25.0094.000	SPECIAL ASSESSMENT - INTEREST	05/01/2025	870.35	870.35	05/01/2025	
5/25 25.0847.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2025	569.99	569.99	05/01/2025	
5/25 25.0847.000	SPECIAL ASSESSMENT - INTEREST	05/01/2025	870.35	870.35	05/01/2025	
5/25 25.1155.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2025	569.99	569.99	05/01/2025	
5/25 25.1155.000	SPECIAL ASSESSMENT - INTEREST	05/01/2025	870.35	870.35	05/01/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/25 25.1156.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2025	569.99	569.99	05/01/2025	
5/25 25.1156.000	SPECIAL ASSESSMENT - INTEREST	05/01/2025	870.35	870.35	05/01/2025	
Total 7222:			7,201.70	7,201.70		
INNOVATIVE OFFICE SOLUTIONS						
IN4824922	PD - OFFICE SUPPLIES	04/28/2025	57.75	.00		
Total 9471:			57.75	.00		
ISD #300						
58675	LIBRARY - SUMMER BULLETINS	04/29/2025	350.00	.00		
58699	POOL SHARE OF BULLETINS	05/01/2025	1,400.00	.00		
Total 282:			1,750.00	.00		
J & K OF LA CROSSE, INC.						
72368	CLEANING SERVICE - WIESER PAVILION	05/01/2025	466.15	.00		
Total 10265:			466.15	.00		
JOHNSON LIVINGS LLC						
1090	CITY COUNCIL JACKETS - EMBROIDERY WORK	05/01/2025	60.00	.00		
Total 10147:			60.00	.00		
KADDY'S KAFE						
4/3/25	PD - CHIEFS MTG LUNCH	04/03/2025	81.14	.00		
Total 9795:			81.14	.00		
KANSAS CITY LIFE INSURANCE CO.						
5/25 STMT	EMPLOYER PAID INS. - PD	05/02/2025	83.46	83.46	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. - REC	05/02/2025	4.28	4.28	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. - SEWER	05/02/2025	16.50	16.50	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. - STREET	05/02/2025	40.72	40.72	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. - WATER	05/02/2025	19.29	19.29	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. -FD	05/02/2025	.56	.56	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. -LIBRARY	05/02/2025	26.90	26.90	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. -PARKS	05/02/2025	13.52	13.52	05/02/2025	
5/25 STMT	P/R DEDUCTIONS	05/02/2025	349.76	349.76	05/02/2025	
5/25 STMT	EMPLOYER PAID INS. -G.F.	05/02/2025	10.64	10.64	05/02/2025	
Total 8915:			565.63	565.63		
KAYLEE'S KITCHEN						
4/28/25	COOKIES FOR RIBBON CUTTING - CANOE LAUNCH	04/28/2025	120.00	.00		
Total 10236:			120.00	.00		
KITZMANN, ANNA						
5/25 REIMB	LIBRARY - REIMB. PROGRAM SUPPLIES	05/03/2025	20.59	.00		
Total 10174:			20.59	.00		
KWIK TRIP INC						
4/25 STMT	PD- FUEL	04/30/2025	876.89	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4/25 STMT	B&Z - FUEL	04/30/2025	80.06	.00		
4/25 STMT	STREETS - FUEL	04/30/2025	563.78	.00		
4/25 STMT	PARKS - FUEL	04/30/2025	595.45	.00		
4/25 STMT	FD - FUEL	04/30/2025	195.81	.00		
4/25 STMT	WATER - FUEL	04/30/2025	60.44	.00		
4/25 STMT	SEWER - FUEL	04/30/2025	60.44	.00		
4/25 STMT	STREETS- FUEL FOR GENERATOR	04/30/2025	109.04	.00		
4/25 STMT	WATER PLANT - FUEL FOR GENERATOR	04/30/2025	320.33	.00		
Total 1014:			2,862.24	.00		
LA CRESCENT ACE HARDWARE						
4/25 STMT	MAINT - SAFETY GLOVES	04/30/2025	39.98	.00		
4/25 STMT	LIBRARY - ROOF REPAIR	04/30/2025	12.58	.00		
4/25 STMT	LIBRARY - ROOF REPAIR	04/30/2025	7.98	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	7.98	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	13.58	.00		
4/25 STMT	PARKS - CLEANING SUPPLIES	04/30/2025	6.59	.00		
4/25 STMT	PARKS - EXTRA KEYS FOR WIESER PAV	04/30/2025	12.77	.00		
4/25 STMT	FD - LIGHT BULBS FOR EXIT LIGHT	04/30/2025	18.99	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	32.98	.00		
4/25 STMT	PARKS - REPAIR PLAYGROUND DECK KISTLER PARK	04/30/2025	8.99	.00		
4/25 STMT	PARKS - SMALL TOOLS	04/30/2025	31.99	.00		
4/25 STMT	PARKS - BLDG MAINT	04/30/2025	53.55	.00		
4/25 STMT	MAINT - TRAILER REPAIR	04/30/2025	13.48	.00		
4/25 STMT	MAINT - TRAILER REPAIR	04/30/2025	31.96	.00		
4/25 STMT	MAINT - TRAILER REPAIR	04/30/2025	13.92	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	24.99	.00		
4/25 STMT	PARKS - SMALL TOOLS	04/30/2025	50.15	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	9.99	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	22.99	.00		
4/25 STMT	PARKS - PLAYGROUND EQUIP REPAIR KISTLER PARK	04/30/2025	8.99	.00		
4/25 STMT	PARKS - CLEANING SUPPLIES	04/30/2025	67.94	.00		
4/25 STMT	PARKS - LIGHT BULB FOR BOBCAT	04/30/2025	7.98	.00		
4/25 STMT	MAINT - SMALL TOOLS	04/30/2025	16.58	.00		
4/25 STMT	PARKS - BLDG MAINT	04/30/2025	48.00	.00		
4/25 STMT	FD - BLDG MAINT	04/30/2025	23.98	.00		
4/25 STMT	FD - BLDG MAINT	04/30/2025	127.89	.00		
4/25 STMT	FD - BLDG MAINT	04/30/2025	6.99	.00		
4/25 STMT	FD - BLDG MAINT	04/30/2025	19.57	.00		
4/25 STMT	FD - BLDG MAINT	04/30/2025	36.06	.00		
4/25 STMT	FD - BLDG MAINT	04/30/2025	16.76	.00		
4/25 STMT	GC - SMALL TOOLS	04/30/2025	29.58	.00		
4/25 STMT	GC - GOLF CAR REPAIR	04/30/2025	27.16	.00		
4/25 STMT	GC - SMALL TOOLS	04/30/2025	35.58	.00		
4/25 STMT	GC - BLDG REPAIR	04/30/2025	7.16	.00		
Total 717:			895.66	.00		
LA CRESCENT CHAMBER OF COMMERCE						
173	GC - AD IN VISITORS GUIDE	03/17/2025	320.00	.00		
Total 1142:			320.00	.00		
LA CRESCENT CONVENIENCE CENTER						
4/25 CITY	PUBLIC WORKS - FUEL	04/30/2025	71.61	.00		
4/25 POLICE	PD - FUEL	04/30/2025	134.93	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10267:			206.54	.00		
LA CRESCENT FIREMEN'S RELIEF A						
2024 SBR	STATE SUPL. FIREFIGHTERS RET. BEN	05/01/2025	1,685.00	1,685.00	05/01/2025	
Total 1162:			1,685.00	1,685.00		
LA CRESCENT ROCK PRODUCTS INC						
25-86	PARKS - SCREENINGS FOR BALL PARKS VETS & OLD HI	04/30/2025	499.99	.00		
Total 1121:			499.99	.00		
LA CROSSE SEED CORPORATION						
SI-2529397	CANOE RAMP LANDSCAPING	04/17/2025	643.29	.00		
Total 1198:			643.29	.00		
LA CROSSE TRIBUNE						
LIB 13 WEEKS 4/	LIBRARY - SUBSCRIPTION RENEWAL	04/15/2025	62.32	.00		
Total 8522:			62.32	.00		
LAPHAM'S CLEANING LLC						
29	CITY HALL - CLEANING	04/24/2025	1,200.00	.00		
Total 10121:			1,200.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
4/25 DUES	PD - PAYROLL DEDUCTED UNION DUES	05/01/2025	511.00	.00		
Total 1134:			511.00	.00		
LEAGUE OF MINNESOTA CITIES						
429256	2025 LMC ANNUAL CONFERENCE - T. O'DONNELL-EBNE	05/01/2025	425.00	.00		
Total 1117:			425.00	.00		
LEAGUE OF MN CITIES INS TRUST						
2025/2026 WC	PREPAID WC INS. PREMIUM	05/01/2025	67,990.00	67,990.00	05/01/2025	
5/25-5/26	PREPAID INS. PREMIUM	05/01/2025	139,025.00	139,025.00	05/01/2025	
5/25-5/26 G.C.	PREPAID LIQUOR LIABILITY - GOLF COURSE	05/01/2025	3,227.00	3,227.00	05/01/2025	
Total 1115:			210,242.00	210,242.00		
LEASE SERVICING CENTER, INC.						
51953	PD TESLA - LEASE PYMT INTEREST	05/01/2025	315.81	315.81	05/01/2025	
51953	PD TESLA - LEASE PYMT PRINCIPAL	05/01/2025	951.51	951.51	05/01/2025	
51953	EQUINOX - LEASE PYMT INTEREST	05/01/2025	342.03	342.03	05/01/2025	
51953	EQUINOX - LEASE PYMT PRINCIPAL	05/01/2025	887.72	887.72	05/01/2025	
Total 10152:			2,497.07	2,497.07		
LUDWIGSON, JASON						
4/1/25 - 4/30/25	SUSTAINABILITY SERVICES	04/30/2025	5,295.68	.00		
4/1/25 - 4/30/25	MILEAGE REIMBURSEMENT	04/30/2025	47.60	.00		
4/1/25 - 4/30/25 #	SUSTAINABILITY SERVICES - 10 HOURS RELEAF GRANT	04/30/2025	395.20	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9632:			5,738.48	.00		
MAYO CLINIC AMBULANCE SERVICE						
2761079	CPR CLASS	04/11/2025	30.00	.00		
2776129	CPR CLASS	04/24/2025	144.00	.00		
Total 8150:			174.00	.00		
MENARDS-LA CROSSE						
10669	GC - COURSE REPAIR	03/21/2025	53.91	.00		
10669	GC - SMALL TOOLS	03/21/2025	30.97	.00		
10669	GC - EQUIPMENT MAINT	03/21/2025	27.96	.00		
10669	GC - BLDG MAINT	03/21/2025	7.99	.00		
11500	GC - CLEANING SUPPLIES	04/12/2025	55.84	.00		
11500	GC - BLDG MAINT	04/12/2025	55.99	.00		
Total 1352:			232.66	.00		
MIDWEST TAPE						
507069772	LIBRARY- MOVIES	05/02/2025	121.45	.00		
507080863	LIBRARY- MOVIES GRANT FUNDED	04/25/2025	22.49	.00		
Total 9851:			143.94	.00		
MINNESOTA CHIEF OF POLICE ASSN						
21531	PD - MN LAW ENFORCEMENT ACCREDITATION PROGRA	04/04/2025	1,200.00	.00		
Total 1351:			1,200.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
4/25/25P/R00156	MN CHILD SUPPORT	04/28/2025	497.46	497.46	04/28/2025	
Total 9597:			497.46	497.46		
MINNESOTA DEPT OF REVENUE						
4/25/25 P/R	MN STATE WHT	04/29/2025	4,167.00	4,167.00	04/29/2025	
Total 227:			4,167.00	4,167.00		
MINNESOTA STATE RETIREMENT SYS						
4/25/25 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	04/29/2025	4,347.50	4,347.50	04/29/2025	
Total 1285:			4,347.50	4,347.50		
MTI DISTRIBUTING INC						
1467150-00	GC - EQUIPMENT REPAIR	04/01/2025	490.87	.00		
1467150-01	GC - EQUIPMENT REPAIR	04/21/2025	50.73	.00		
1467245-00	GC - EQUIPMENT REPAIR	04/02/2025	208.78	.00		
1467994-00	GC - EQUIPMENT REPAIR	04/09/2025	1,293.97	.00		
1468614-00	GC - EQUIPMENT REPAIR	04/14/2025	164.26	.00		
14689000-00	GC - EQUIPMENT REPAIR	04/15/2025	539.52	.00		
1469847-00	GC - EQUIPMENT REPAIR	04/22/2025	306.18	.00		
Total 1330:			3,054.31	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MUNICIPAL EMERGENCY SERVICES, INC.						
IN2253821	FD - UNIFORMS	05/01/2025	329.21	.00		
Total 8816:			329.21	.00		
NCPERS GROUP LIFE INSURANCE						
4/25 STMT	LIFE INSURANCE PREMIUMS	05/01/2025	144.00	.00		
Total 1619:			144.00	.00		
NELSON FLAG & DISPLAY, INC.						
49028	PARK FLAGS	04/22/2025	484.00	.00		
Total 1413:			484.00	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1480797	GC - BEER FOR RESALE	05/01/2025	966.95	.00		
Total 2311:			966.95	.00		
NORTHLAND SECURITIES INC						
INV-1406	TIF DISTRICT NO. 1-10 - PROFESSIONAL SERVICES	05/02/2025	6,325.00	.00		
Total 8272:			6,325.00	.00		
PEPSI-COLA BOTTLING COMPANY						
9156119	GC - POP FOR RESALE	04/22/2025	974.00	.00		
Total 1615:			974.00	.00		
PERFORMANCE FOODSERVICE						
924906	GC - FOOD FOR RESALE	04/01/2025	477.01	.00		
924907	GC - FOOD FOR RESALE	04/01/2025	28.57	.00		
944180	GC - CLEANING SUPPLIES	04/30/2025	109.47	.00		
944180	GC - FOOD FOR RESALE	04/30/2025	713.60	.00		
944180	GC - KITCHEN SUPPLIES	04/30/2025	6.76	.00		
Total 10087:			1,335.41	.00		
PLAYAWAY PRODUCTS LLC						
498790	LIBRARY - BOOKS GRANT FUNDED	05/02/2025	288.45	.00		
Total 10268:			288.45	.00		
POINT C						
4/23/25 K. TARR	MEDICAL REIMB P/R DEDUCTED- K. TARRENCE	04/28/2025	173.32	173.32	04/28/2025	
4/29/25 K. TARR	MEDICAL REIMB P/R DEDUCTED- K. TARRENCE	05/01/2025	140.00	140.00	05/01/2025	
Total 10202:			313.32	313.32		
PROLOGUE PLANNING GROUP						
4/1/25 - 4/30/25	ECONOMIC DEVELOPMENT SERVICES	04/30/2025	4,701.45	.00		
4/25 REIMB	REIMB - EXPENSES FOR INDIGENOUS HISTORY PROJEC	04/11/2025	134.34	.00		
Total 10006:			4,835.79	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PUBLIC EMPLOYEES RETIREMENT						
4/25/25 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	04/29/2025	17,418.39	17,418.39	04/30/2025	
Total 1612:			17,418.39	17,418.39		
QUADIANT LEASING USA, INC						
Q1836021	POSTAGE METER RENT- ARENA	04/26/2025	11.12	.00		
Q1836021	POSTAGE METER RENT- CITY	04/26/2025	44.49	.00		
Q1836021	POSTAGE METER RENT- G.C.	04/26/2025	11.12	.00		
Q1836021	POSTAGE METER RENT- LIBRARY	04/26/2025	11.12	.00		
Q1836021	POSTAGE METER RENT- LIC. BUR.	04/26/2025	11.12	.00		
Q1836021	POSTAGE METER RENT- PD	04/26/2025	22.26	.00		
Q1836021	POSTAGE METER RENT- PUB WORKS	04/26/2025	11.12	.00		
Q1836021	POSTAGE METER RENT-BLDG/ZNG	04/26/2025	11.12	.00		
Q1836021	POSTAGE METER RENT-SEWER	04/26/2025	44.49	.00		
Q1836021	POSTAGE METER RENT-WATER	04/26/2025	44.49	.00		
Total 9213:			222.45	.00		
QUILLINS LA CRESCENT						
4/25 STMT	GC - FOOD FOR RESALE	04/30/2025	4.78	.00		
4/25 STMT	GC - FOOD FOR RESALE	04/30/2025	22.90	.00		
4/25 STMT	GC - FOOD FOR RESALE	04/30/2025	20.94	.00		
4/25 STMT	PD - FOOD FOR CHIEFS MEETING	04/30/2025	30.34	.00		
4/25 STMT	LIBRARY - PROGRAM SUPPLIES	04/30/2025	17.76	.00		
4/25 STMT	LIBRARY - PROGRAM SUPPLIES	04/30/2025	8.27	.00		
Total 1707:			104.99	.00		
RCT SEWER VAC LLC						
1148	SEWER - BACK UP ON WALNUT PLACE	05/01/2025	350.00	.00		
Total 9511:			350.00	.00		
SCHOTT DISTRIBUTING CO., INC.						
645805	GC - BEER FOR RESALE	03/13/2025	708.90	.00		
651898	GC - POP FOR RESALE	04/10/2025	96.00	.00		
651898	GC - BEER FOR RESALE	04/10/2025	757.20	.00		
Total 1931:			1,562.10	.00		
SHERWIN-WILLIAMS						
3995-7	STREET - PAINT	04/15/2025	2,333.05	.00		
Total 1906:			2,333.05	.00		
SOUTHEAST LIBRARIES COOP						
053442	LIBRARY- ILS PACKAGE AND PC SUPPORT	05/02/2025	809.32	.00		
Total 1962:			809.32	.00		
TRI-STATE BUSINESS MACHINES IN						
626832	B&Z - COPY/PRINTER	04/25/2025	73.15	.00		
626832	CLERK - COPY/PRINTER	04/25/2025	121.91	.00		
626832	FIRE DEPT - COPY/PRINTER	04/25/2025	1.95	.00		
626832	GOLF COURSE - COPY/PRINTER	04/25/2025	21.25	.00		
626832	MOTOR VEHICLE - COPY/PRINTER	04/25/2025	64.30	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
626832	POLICE DEPT - COPY/PRINTER	04/25/2025	106.19	.00		
626832	PUB WORKS - COPY/PRINTER	04/25/2025	121.91	.00		
626832	SEWER - COPY/PRINTER	04/25/2025	48.76	.00		
626832	WATER - COPY/PRINTER	04/25/2025	48.76	.00		
Total 2024:			608.18	.00		
VERIZON WIRELESS						
6112129127	FD - MOBILE	04/28/2025	180.09	.00		
6112454946	WATER DEPT - WIRELESS	04/30/2025	57.78	.00		
6112454946	SEWER DEPT - WIRELESS	04/30/2025	57.78	.00		
Total 8973:			295.65	.00		
VISA						
4/25 STMT	AD FOR PLANNING COMMISSION MEETING	04/30/2025	5.26	.00		
4/25 STMT	GC - FOOD SAFETY MANAGER COURSE - A. JOHNSON	04/30/2025	119.95	.00		
4/25 STMT	STREETS - WALK YOUR BIKE STENCILS	04/30/2025	82.14	.00		
4/25 STMT	LIBRARY - PROGRAM SUPPLIES	04/30/2025	44.30	.00		
4/25 STMT	LIBRARY - ZOOM SUBSCRIPTION	04/30/2025	170.89	.00		
4/25 STMT	LIBRARY - BOOKS GRANT FUNDED	04/30/2025	32.08	.00		
4/25 STMT	GC - TRAILER RENTAL	04/30/2025	263.28	.00		
4/25 STMT	GC - MEALS PICKING UP TRAILER	04/30/2025	29.41	.00		
4/25 STMT	AD FOR BOARD OF APPEAL	04/30/2025	14.28	.00		
4/25 STMT	AD FOR BIDS FOR STREET RECONSTRUCTION	04/30/2025	79.10	.00		
4/25 STMT	PD - TESLA CHARGING	04/30/2025	50.05	.00		
4/25 STMT	PD - HOTEL FOR TRAINING FOR 303 & 307	04/30/2025	495.00	.00		
4/25 STMT	PD - INTERNET PEOPLE SEARCH	04/30/2025	75.00	.00		
4/25 STMT	PD - HOTEL FOR TRAINING FOR 301	04/30/2025	175.58	.00		
4/25 STMT	PD - TRAINING CONFERENCE FOR 301 & 303	04/30/2025	390.00	.00		
4/25 STMT	PD - TRAINING FOR 303 & 307	04/30/2025	1,098.00	.00		
4/25 STMT	PD - PENS FOR NNO	04/30/2025	357.50	.00		
4/25 STMT	PARK SHELTER REVIEW MEETING LUNCH	04/30/2025	69.94	.00		
4/25 STMT	FD - OFFICE SUPPLIES	04/30/2025	59.79	.00		
Total 2208:			3,611.55	.00		
VOLUNTEER FIREFIGHTERS'						
2025 31@\$10	FD - FIREFIGHTERS ANNUAL INSURANCE RENEWAL	05/01/2025	310.00	.00		
Total 8070:			310.00	.00		
WHKS & CO.						
54014	PINE CREEK FINAL DESIGN & CONSTRUCTION	03/28/2025	10,928.14	.00		
Total 8290:			10,928.14	.00		
WIESER LAW OFFICE PC						
4/25 CITY	BLDG/ZNG - LEGAL FEES	04/30/2025	1,389.21	.00		
4/25 CITY	CLERK - LEGAL FEES	04/30/2025	1,389.22	.00		
4/25 CITY	COUNCIL - LEGAL FEES	04/30/2025	1,389.21	.00		
4/25 CITY	WATER DEPT - LEGAL FEES	04/30/2025	694.61	.00		
4/25 CITY	SEWER DEPT - LEGAL FEES	04/30/2025	694.61	.00		
4/25 POLICE	PD - LEGAL FEES	04/30/2025	3,870.18	.00		
Total 2361:			9,427.04	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WINONA COUNTY AUDITOR- TREASURER						
01.000.0732 5/25	PARKS - PROPERTY TAX	05/01/2025	66.00	66.00	05/01/2025	
Total 8723:			66.00	66.00		
ZIEBELL'S HIAWATHA FOODS INC						
426363	GC - CLEANING SUPPLIES	04/24/2025	54.12	.00		
426363	GC - KITCHEN PRODUCTS	04/24/2025	30.96	.00		
426363	GC - FOOD FOR RESALE	04/24/2025	687.58	.00		
Total 2417:			772.66	.00		
Grand Totals:			496,921.20	344,577.52		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

#3.1



LA CRESCENT PUBLIC LIBRARY

321 MAIN ST., LA CRESCENT, MN 55947

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

April 18, 2025

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. The La Crescent Library is partnering with La Crescent Live to offer a family friendly, all ages concert featuring music and folklore from the Balkans.

Balkan Blue is a collective of musicians delivering complex melodies and danceable acoustic beats from the Balkans and beyond on traditional folk instruments and hand percussion. Balkan Blue brings you the unique and compelling sounds of Albania, Bulgaria, Macedonia, and Turkey. Though focused mostly on these areas, we also feature music of the Romani people, with songs from Serbia, Bosnia, Hungary, Ukraine, Georgia, and Spain sprinkled in for good measure.

Based partly in Winona MN (her hometown) and Santa Fe, NM (since 2003), Nicolle Roen is a vocalist and multi-instrumentalist, utilizing an accordion and Tambura (traditional stringed instrument of Macedonia and northern Greece) to accompany her voice.

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 are working on finding a food vendor to accompany the concert.

Use of the grassy lot behind the library and partial parking lot (2 rows adjacent to the green space)

- a. Date: Thursday, July 17, 2025 from 4pm – 8pm (concert runs 5:30 – 7:00pm)
- b. Purpose: To host Balkan Blue
- c. Rain site: TBD
- d. Additional Needs: partial closing of the parking lot (first two rows of spaces adjacent to the green space), outdoor extension cords and power strips as needed, access to power stations, some picnic tables

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

#3.2



TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director *TB*
DATE: May 9th, 2025
RE: 2025 Street Improvement Project Bid Results

The bids for the 2025 local street improvement projects were opened at 10:00 am, on Friday, May 9th, 2025. The bid results and a memo from the City Engineer are attached.

City Engineer Tim Hruska will be in attendance at the meeting to review the bid results with the City Council.

The total project cost for S 6th Street and N Oak Street reconstruction based on the low bid, with the addition of engineering is \$892,788.17. Both streets are included in the 2025-2029 street reconstruction plan. The project will be covered by grants, American Rescue Plan funds, municipal state aid construction funds, 2025 bond issue and a contribution from Houston County for the work on Elm Street.

Active Transportation Grant:	\$201,000
Root River SWCD stormwater grant:	\$25,875
American Rescue plan: (water main)	\$277,940

In order to proceed with the project, we would suggest that the City Council accept the low bid from Griffin Construction.

MEMORANDUM

TO: Bill Waller, City Administrator
Tyler Benish, Public Works Director

FROM: Tim Hruska, P.E.

DATE: May 9, 2025

RE: 2025 Street Reconstruction

Per City Council direction, the City received bids for the above referenced project. The project has two locations outlined below.

Oak Street

The project will remove & replace bituminous pavement, curb & gutter, add sidewalk on both sides of the street, and driveway repairs along Oak Street between Main Street and North 1st Street. The street will be narrowed from 45 feet wide to 32 feet wide.

South 6th Street

The project will construct a 10' connector path along the north side of South 6th Street from the intersection of Elm Street and South 6th Street (including bump-outs on the west side of the intersection) to the Aquatic Center and then to South 7th Street. The project will also include watermain replacement on South 6th Street including six full service replacements to eliminate galvanized service lines. The street will be narrowed from 44 feet to 32 feet wide.

Funding

The engineering estimate for this project was \$946,000. The project is planned to use the following funding sources.

Active Transportation Grant	\$201,000
ARPA Funds	\$277,940
Houston County	\$30,000
WinLac	\$25,875
Street Reconstruction Bond	\$170,185
State Aid	\$241,000

The City received the following bids:

Griffin Constuction for \$735,788.27
A1 Excavating for \$955,144.00
Alcon Construction for \$769,998.99
Rochester Sand and Gravel for \$812,526.97
BKC Construction \$775,591.37

Council Action Recommendation

We recommend that the Council award the project to Griffin Construction. They were the low responsive, responsible bidder.

#3.3

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: March 12th, 2025

SUBJECT: South 6th Street Rain Garden Agreement WinLac and Root River SWCD

Attached for your review and consideration by the City Council is an agreement with the Root River SWCD for the installation of a rain garden at the end of South 6th Street. The total cost to install the rain garden is \$28,750.00. The Root River SWCD serves as the fiscal agent for WinLac. The Root River SCWD will cover 90% of the project cost which is \$25,875.00. This amount would be reimbursed to the city. The funds are a part of the WinLac One Watershed, One Plan designated for Urban Stormwater Practices. This project is a qualifying activity under the WinLac One Watershed, One Plan. La Crescent is required to contribute a 10% match of \$2,875. Attached is a copy of the rain garden (biofiltration basin) plans.

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization:	Contract Number:	Other state or non-State funds?	Amendment ☐	Canceled ☐
Root River SWCD	23WinLaC-ROO-002	☐ YES ☒ No	Board Meeting Date(s):	Board Meeting Date(s):

*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name	Address	City/State	Zip Code
City of La Crescent	315 Main Street	La Crescent, MN	55947

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name:	Township No:	Range No.:	Section No.	1/4,1/4
La Crescent	104N	4W	10	NW 1/4 SW 1/4

Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a minimum of 10 years, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during its effective life, the land occupier is liable to the organization for the amount up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the:

NRCS Field Office Technical Guide (FOTG), Minnesota Stormwater Manual, or be a professionally accepted engineering or ecological practice. Design standards for all practices must include specifications for operation and maintenance for the effective life of the given practice, including an inspection schedule and procedure.

5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by 11/30/2025, this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
3. Be responsible for the operation and maintenance of conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.

4. Not accept cost-share funds, from state sources in excess of 90%, or state and non-state sources that when combined are in excess of 90% of the total cost to establish the conservation practice(s).

5. provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

TENNESSEN WARNING NOTICE

As an additional condition of receiving monetary compensation from the Root River Soil & Water Conservation District, you will need to provide your tax identification numbers or social security number. Your social security number is private data under the Minnesota Government Data Practices Act. Private data on individuals is not available to the public, but it is available to other persons or entities authorized by law to receive the data. Your social security number may be given to the commissioner of revenue for purposes of tax administration. The social security number is also provided to the commissioner of finance and the Houston County Finance Department for the issuance of 1099 tax forms. If the social security number is not provided, the cost share payment will be forfeited.

Date:	Land Occupier
Date	Landowner, if different from applicant
	Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is: **Bioretention Basin - Rain Garden 0.03 acres**

Practice standard(s) or eligible component(s)	Engineered Practice: ☒ YES ☐ NO	Total Project Cost Estimate \$28,750.00
	Ecological Practice: ☒ YES ☐ NO	

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
------	-------------------------------

Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance, total not to exceed 90.0% of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Date	Authorized Signature	Total Amount Authorized \$25,875.00
------	----------------------	---

Signature:

Email: jludwigson@cityoflacscent-mn.gov

3.4



MEMORANDUM

TO: Bill Waller, City Administrator
Tyler Benish, Public Works Director

FROM: Tim Hruska, P.E.

DATE: May 9, 2025

RE: 2025 Street Quote

Per City Council direction, the City received quotes for the above referenced project. The project has two locations. The first part will repave alleys on the 400 and 600 block between South First and Main Streets. The second part is Shore Acres Road in the vicinity of the RR crossing.

The City solicited quotes from three bidders, BKC Construction, Mathy Construction and Gjerke Construction.

We received one quote from BKC Construction for \$209,836.00

Council Action Recommendation

We will be in attendance at the meeting to discuss the recommendation.

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: May 6th, 2025

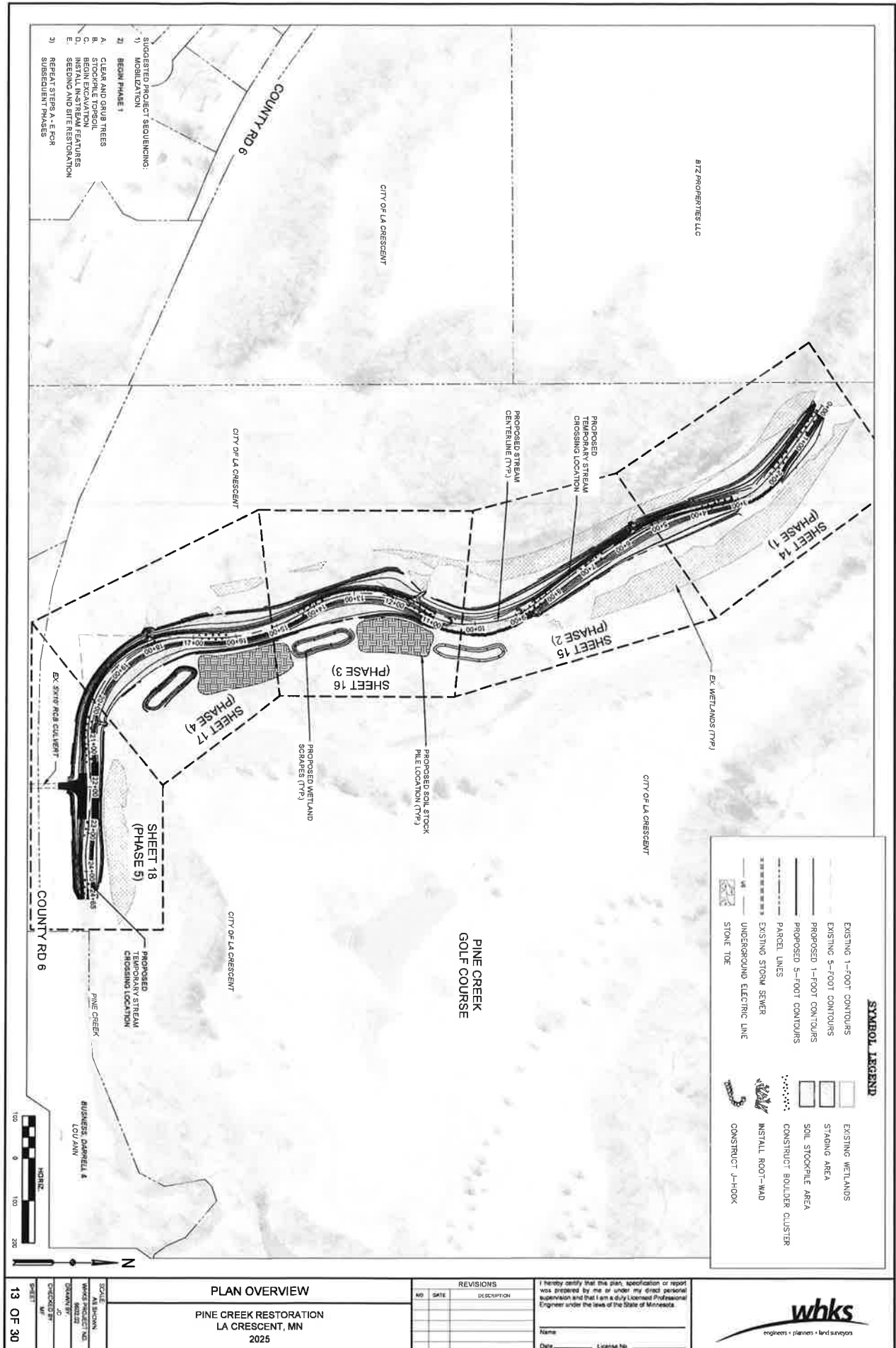
SUBJECT: Pine Creek Improvement Project – Plans and Specifications

Included in the packet are the final plans for specifications for the Pine Creek stream restoration project. The project is being funded by the Conservation Legacy Partners Grant with the Minnesota DNR. The \$500,000 in DNR funds will cover the construction phase of the project. The engineering portion of the project was not covered by the Conservation Legacy Partners Grant. We raised \$25,000 from the Carl and Verna Schmidt Foundation. The WinLac One Watershed, One Plan provided 35,000 to cover the engineering costs for the project. We have a commitment from The Nature Conservancy for an additional \$10,000 to enhance the project during the construction phase. We have been actively collaborating with The Nature Conservancy, Trout Unlimited, and the Minnesota DNR on the project.

The project provided an opportunity for Jackie Oetter. Jackie is a senior at the University of Wisconsin–La Crosse major in Geography and a minor in Sustainability and Environmental Studies. Jackie worked with Steve Herrington from The Nature Conservancy to survey the project area using the Bank Erosion Hazard Index. We will complete a Bank Erosion Hazard Index post construction to document the changes.

We would ask that the council approve the plans/specs included in the packet and authorize the city put the project out for bids.

Tim Hruska and Jason Ludwigson will be in attendance to answer any questions.



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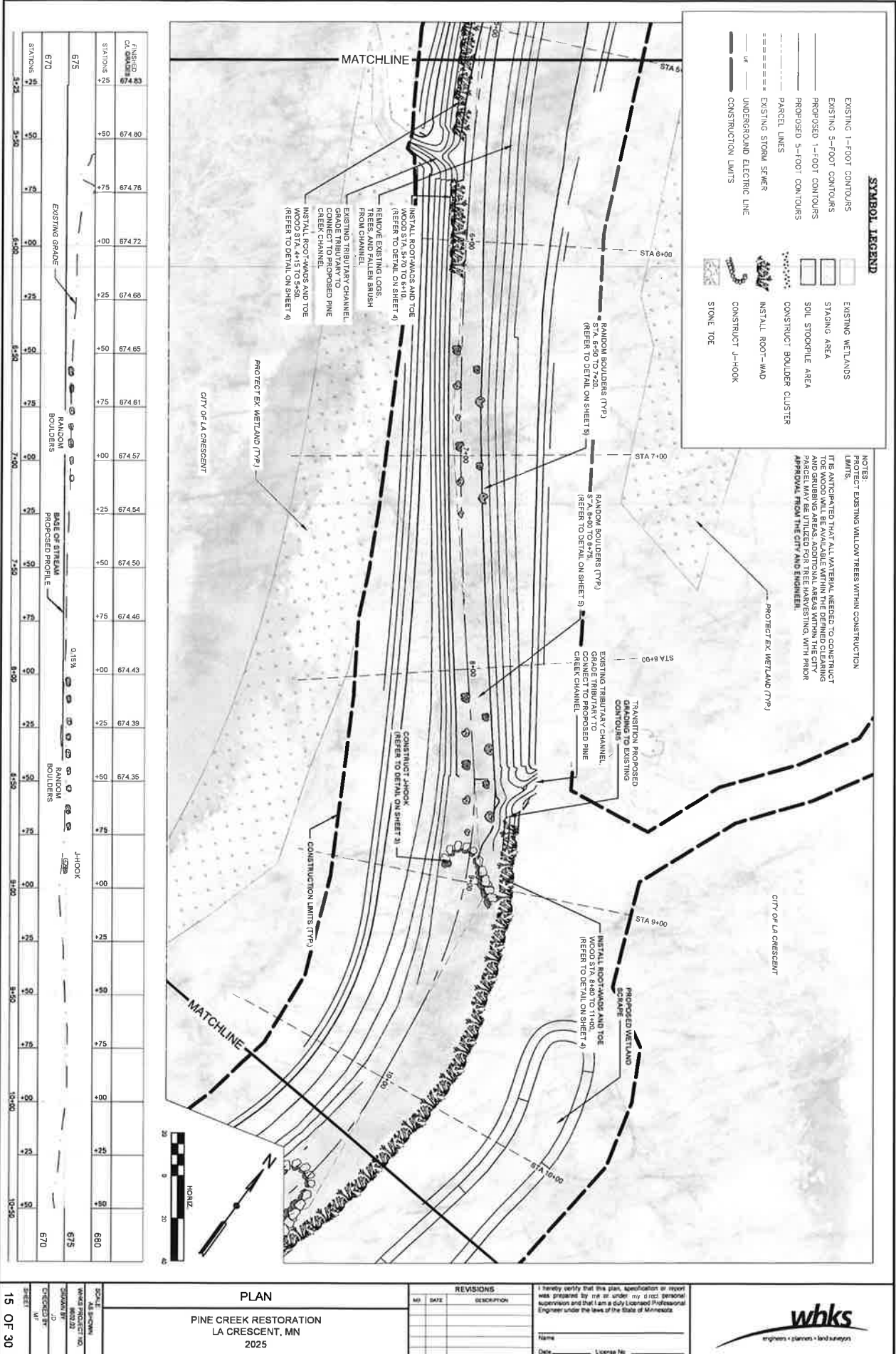
14 OF 30

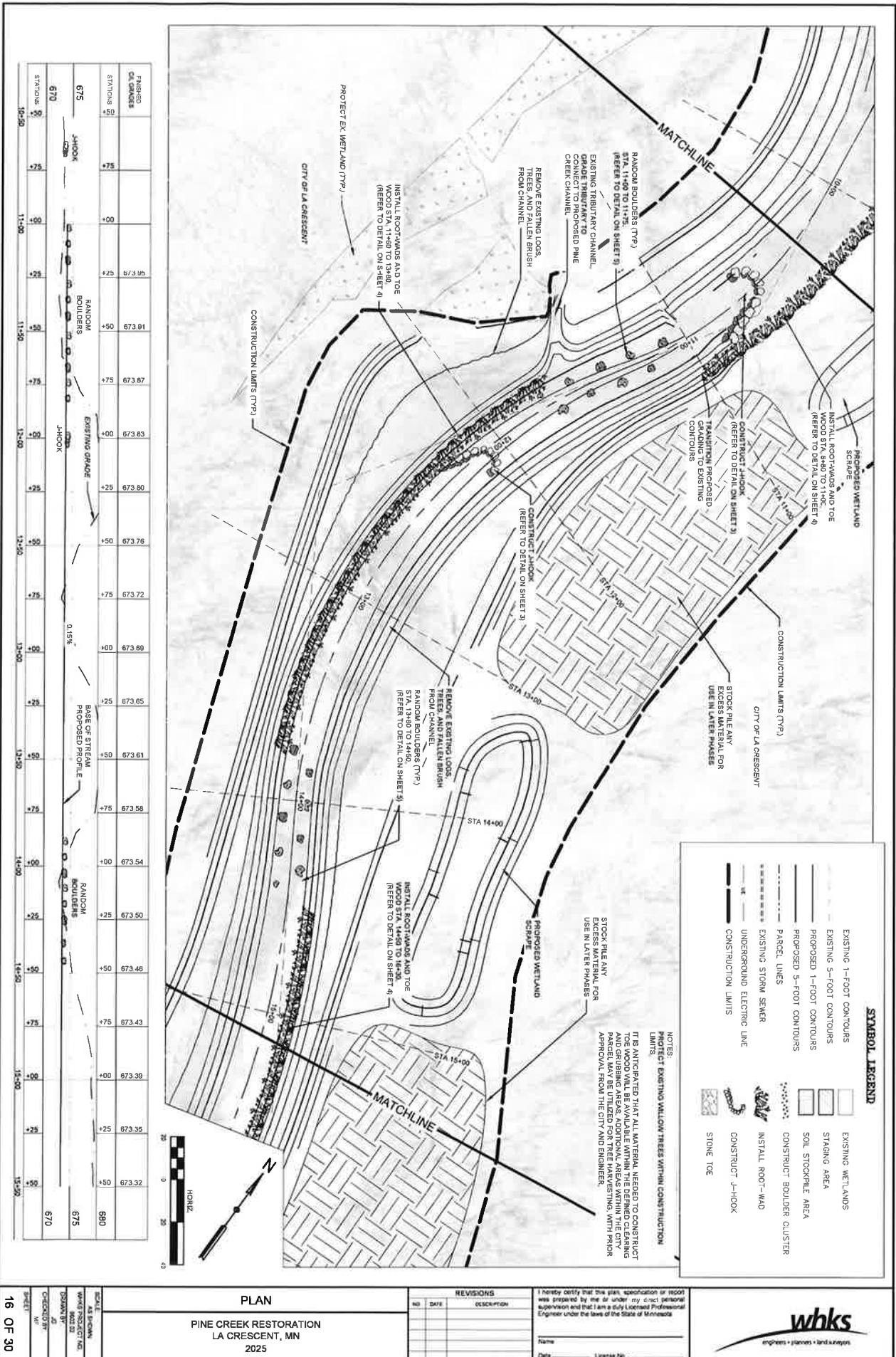
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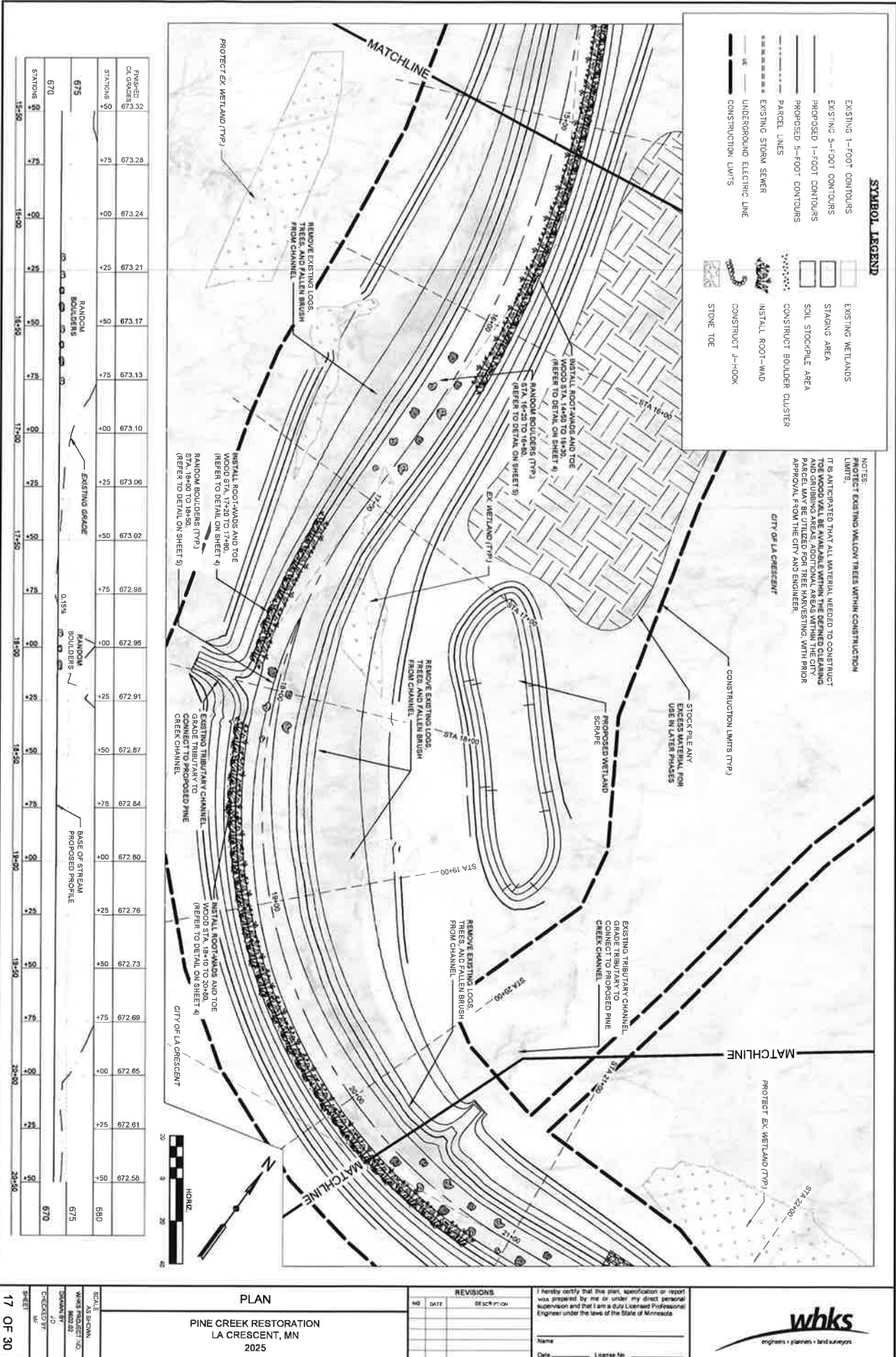
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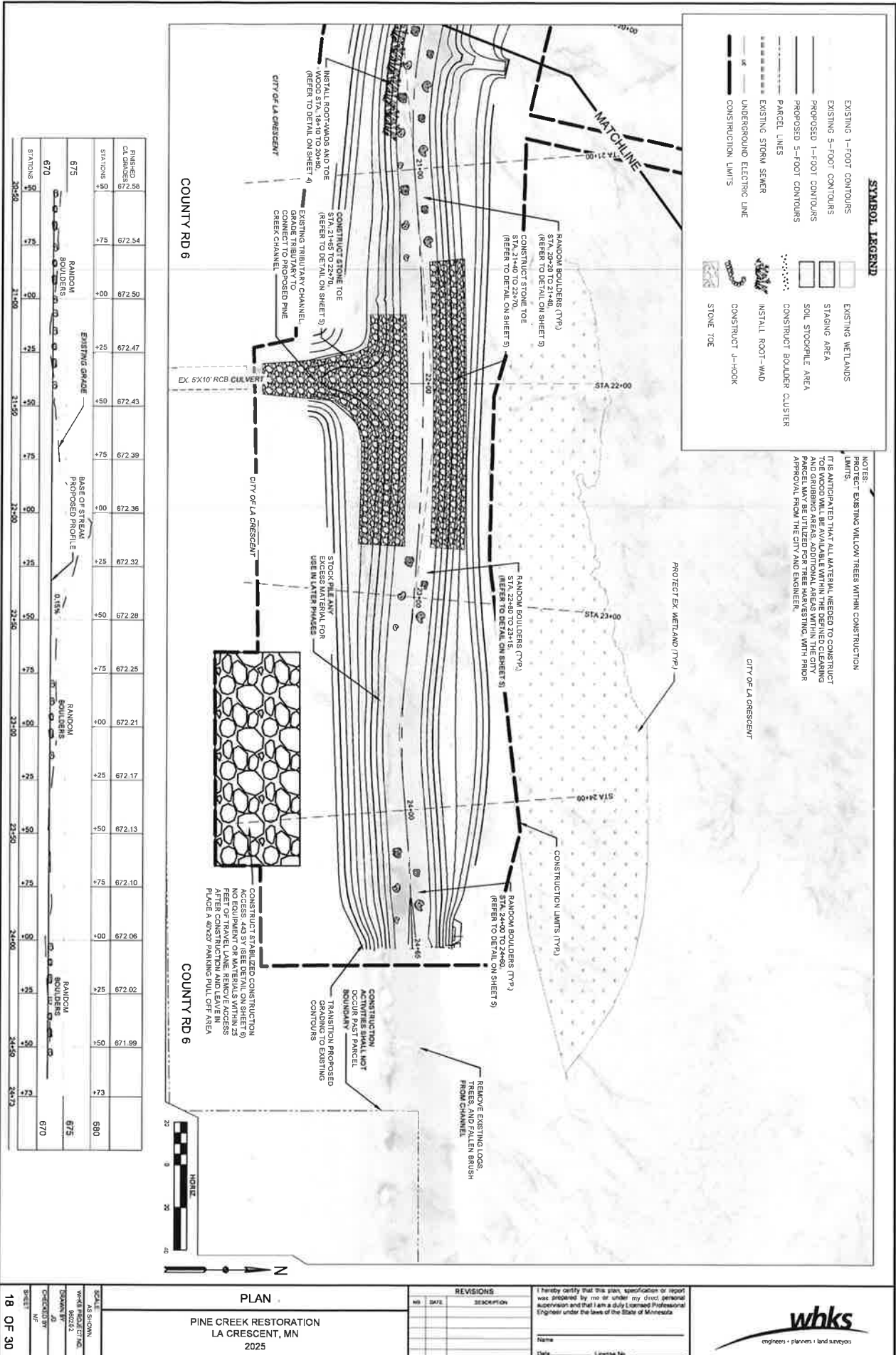
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#3.6

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: May 1st, 2025

SUBJECT: Completed Enhanced Street Sweeping Study

Attached for your review is the completed Enhanced Street Sweeping Study. The goal of this project was to develop an enhanced street sweeping plan that identifies street sweeping zones and number of sweeps per zone to maximize the cost-benefit of street sweeping as a pollutant reduction practice. Improving street sweeping is one of the most effective strategies to reduce pollutants reaching our local waterways like Pine Creek, Blue Lake, and the Mississippi River. The enhanced street sweeping plan will be used by City staff as the technical basis for grant funding applications to purchase a new street sweeper. The city applied for a Board of Water and Soil Resources (BWSR) Projects and Practices grant to purchase a new street sweeper in 2023 to meet its MS4 pollutant reduction goals but was instructed by BWSR staff to complete an enhanced street sweeping plan prior to subsequent applications. WinLac funded \$6,500 dollars for the Enhanced Street Sweeping Study. Tim Hruska and Jason Ludwigson will be in attendance to answer any questions.

MEMORANDUM

TO: Tyler Benish, Public Works Director, City of La Crescent
Jason Ludwigson, Sustainability Coordinator, City of La Crescent

FROM: Tim Hruska, P.E., L.S., Megan Lukas, P.E.

DATE: May 8, 2025

RE: Enhanced Street Sweeping Study

SUMMARY

Street sweeping programs are essential for removing debris such as sand, salt, soil, and organic matter from streets, which help reduce pollutants in stormwater systems and protect water bodies. The city's stormwater infrastructure management is comprised of catch basins and pipe networks that convey stormwater runoff directly from streets to Pine Creek, and ultimately to Blue Lake, with little to no pretreatment of the stormwater. Source control measures, such as street sweeping, are powerful tools for protecting downstream water bodies. Additionally, street sweeping enhances road safety and appearance, extends the maintenance life of stormwater infrastructure, and reduces clogging and flooding of storm drains.

Enhanced street sweeping programs utilize higher-efficiency sweepers and more frequent, zone-optimized, schedules to improve pollutant removal and stormwater management. Enhanced street sweeping has been identified as one of the most cost-effective best management practices (BMP) for reducing phosphorus and sediment pollution in stormwater runoff. This memo outlines specific sweeping schedules and frequencies for La Crescent's proposed enhanced street sweeping program, quantifies the expected phosphorus load reductions to Blue Lake, and provides a cost analysis of implementing the program.

The City of La Crescent needs to replace their aging mechanical sweeper and is taking the opportunity to assess and optimize their sweeping program. Based on the findings of this study, the City of La Crescent is evaluating adopting an Enhanced Street Sweeping program as part of the regular street maintenance program.

AQUATIC RESOURCE PROTECTION

Street sweeping plays a crucial role in removing phosphorus and sediment that would otherwise be transported downstream to Pine Creek and Blue Lake.

Pine Creek is a DNR public water with an MPCA use classification of a coldwater trout stream. The headwater of Pine Creek in Winona County is a DNR designated trout stream and was assessed by the Minnesota Pollution Control Agency (MPCA) as fully supporting of aquatic life. However, the lower portion of Pine Creek in Houston County is lower quality and was assessed by the MPCA as not meeting aquatic life uses for coldwater fish due to high sediment, warm water temperatures, and lack of fish habitat. Implementation of an enhanced street sweeping is an immediate next step towards addressing sediment stressors to coldwater fish that were identified by MPCA as causing impairment of Pine Creek.

Pine Creek outlets to Blue Lake, a shallow lake/wetland system adjacent to the Mississippi River. Phosphorus fuels algae growth, which in shallow lake/wetland systems, can flip the water body from a clear water, rooted aquatic plant dominated condition to a turbid water, algae dominated condition. Sediment loads can also decrease the water quality of Blue Lake by increasing turbidity and decreasing water depths. An assessment of land uses in the drainage area to Blue Lake indicated that urban runoff is a major source of phosphorus and sediment loads to Blue Lake and that most of this urban runoff drains untreated to Blue Lake. Due to the City's hilly topography, shallow bedrock, and limited open space, other stormwater practices like stormwater treatment ponds and infiltration basins are not feasible. Therefore, street sweeping is the best option for source treatment to reduce phosphorus and sediment loads to Blue Lake.

CURRENT PRACTICES AND POLICIES

The City of La Crescent currently sweeps all public roads with curb and gutter, approximately 50 curb miles, twice annually using a city-owned mechanical sweeper. Additional sweeping is conducted as needed, at the discretion of the public works department. The city performs maintenance on the sweeper in-house.

Mechanical broom sweepers use rotating cylindrical brooms to flick dirt and debris onto a conveyor belt, which then deposits the debris into a hopper for collection. These sweepers are effective at picking up heavy materials like coarse sand, gravel, and trash, but are not as effective at picking up fine particles or removing material from cracks and potholes.

Regenerative air sweepers use a blower to push blasts of air across the width of the sweeper truck, effectively removing debris from cracks and potholes. The debris is then sucked into a hopper. Regenerative air sweepers are more effective at picking up fine materials than mechanical broom sweepers.

According to the U of M Street Sweeping Calculator Tool (Kalinovsky et al.), the City's current sweeping practices are estimated to recover approximately 29,800 lb of solids and 27 lb of phosphorus (TP) from road surfaces each year.

ENHANCED SWEEPING ZONES

Organic litter from trees can be the primary source of total solids and nutrient loading on street surfaces in spring and fall in areas with modest to dense tree canopy (Kalinovsky, 2015). Areas with greater tree canopy density can act as pollutant 'hot spots' due to the large amount of accumulated organic litter on the street surface. To develop a refined and optimized street sweeping approach, it is important to segment the streets into sweeping zones. We developed sweeping zones based on location and canopy cover.

Over-street tree canopy cover was quantified for all public roads within the city limits. High-resolution point cloud LiDAR data from the US Geological Survey (USGS) was processed and analyzed in ArcGIS to identify and quantify tree canopy cover area. Average over-street canopy cover was estimated for each street by intersecting a road surface polygon, created by buffering the city street polyline data with a 15-ft buffer, with the tree canopy polygons.

Road segments were assessed for the quantity of canopy cover and designated as having minimal, moderate, or dense canopy cover. Roads segments were divided into two sweeping zones based on canopy cover and location: a higher canopy density "core zone" and a lower canopy density "outer zone". Curb miles were estimated by doubling the length of the city's road centerline polyline features. For this analysis, it is assumed that all stormwater management is conducted through pipes, all stormwater drains to the Mississippi River/Blue Lake, and all land use along the roads is urban/residential.

Table 1 summarizes the road lengths and average canopy cover for the city and each sweeping zone; the higher tree canopy density 'Core Zone' and the lower tree canopy density 'Outer Zone'. Figure 1 shows the two sweeping zones overlaid on a street map of the City. Figure 2 provides further detail of the tree canopy analysis for the Core Zone.

Table 1: Summary of sweeping zones.

Entire City			
Class	Road Miles	Curb Miles	Average Canopy Cover
Minimal	12.3	24.6	2.5%
Moderate	12.0	23.9	13.2%
Dense	3.0	5.9	30.0%
		54.4	10.2%

Outer Zone			
Class	Road Miles	Curb Miles	Average Canopy Cover
Minimal	9.6	19.2	2.3%
Moderate	3.8	7.6	11.6%
Dense	0.1	0.3	32.0%
		27.1	5.2%

Core Zone			
Class	Road Miles	Curb Miles	Average Canopy Cover
Minimal	2.7	5.4	3.0%
Moderate	8.1	16.3	13.8%
Dense	2.8	5.7	29.9%
		27.4	15.0%

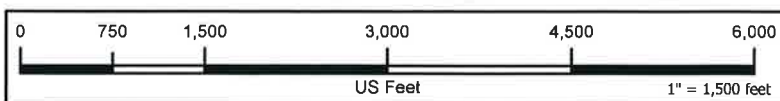
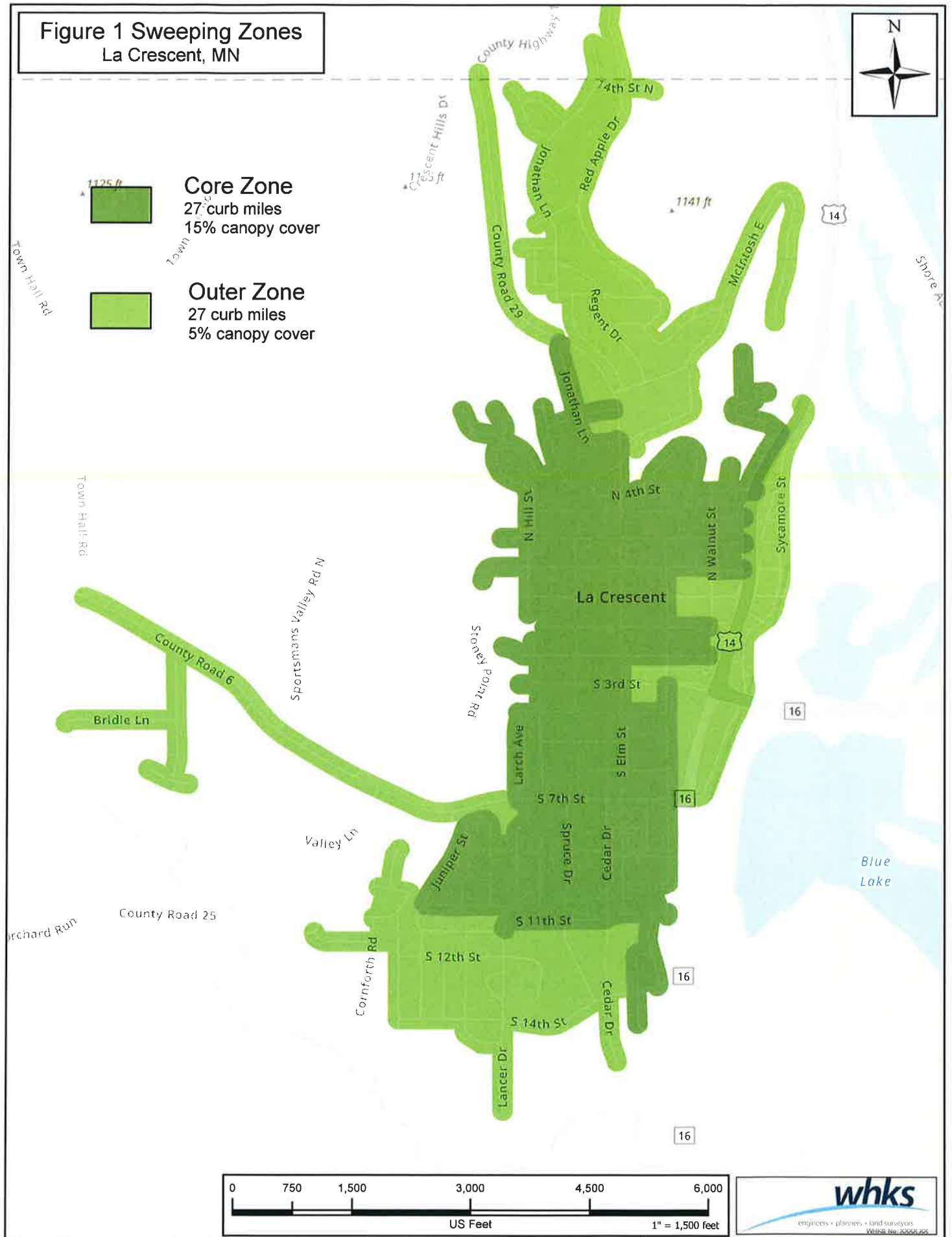
Figure 1 Sweeping Zones
La Crescent, MN



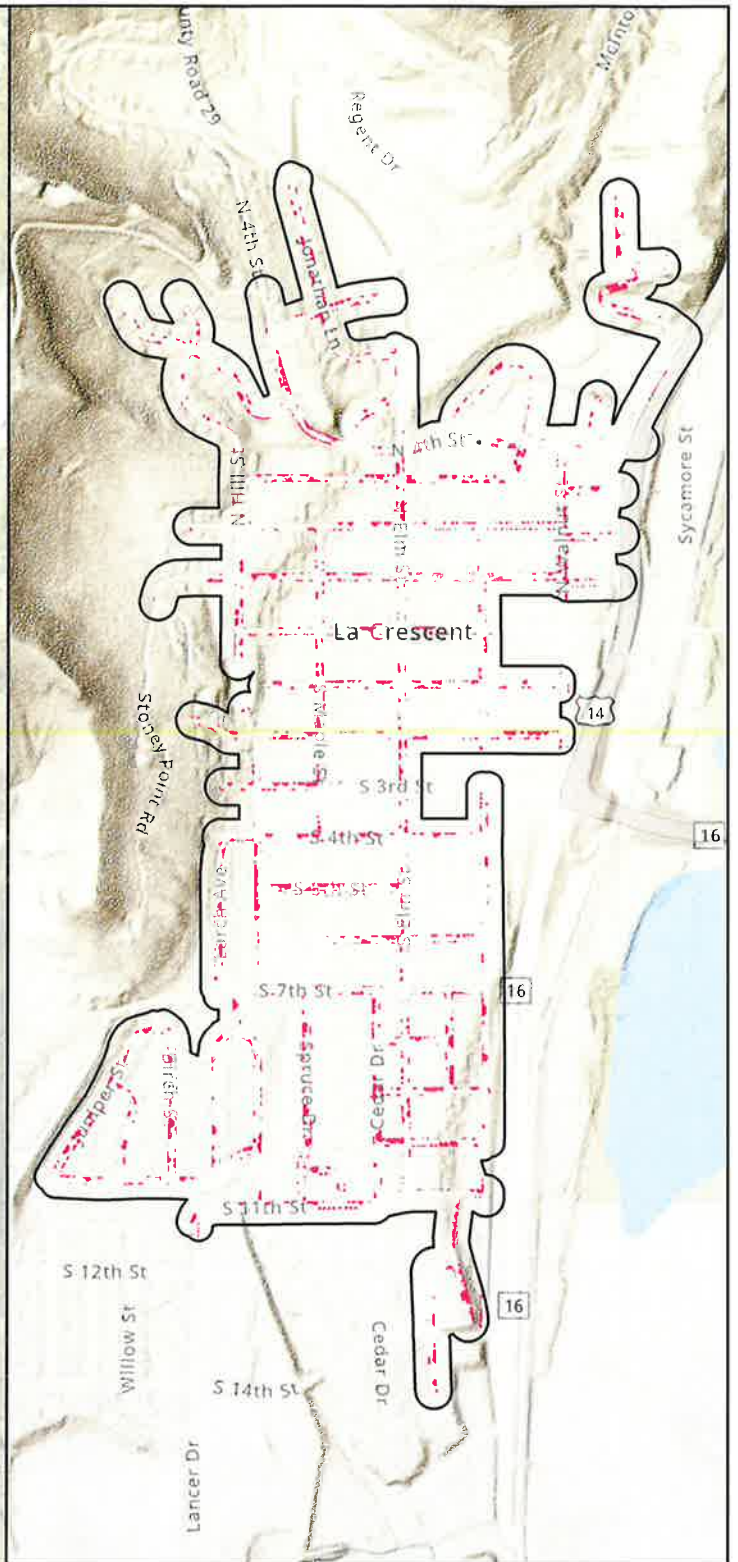
Core Zone
27 curb miles
15% canopy cover



Outer Zone
27 curb miles
5% canopy cover



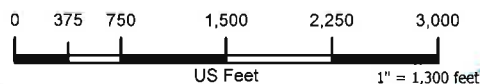
Core Sweeping Zone La Crescent, Minnesota



Canopy Density

- Minimal (Less than 7.5%)
- Moderate (7.5%-22.5%)
- Dense (Greater than 22.5%)

Over-Road Canopy Cover



whks

engineers • planners • land surveyors
WHKS No. 10112.00

Figure 2: Aerial photography and tree canopy over map for the Core Sweeping Zone, a medium to dense canopy sweeping zone with an average canopy cover of approximately 15%

LOAD RECOVERY AND LOAD REDUCTION ESTIMATES

Load recovery is the total amount of pollutant collected from the street surface and load reduction is the total reduction to a downstream surface water. Load recovery is often greater than load reduction due to the treatment provided by downstream stormwater best management practices (BMP's). For this planning effort no stormwater BMP's were assessed and it is assumed that load reduction is equal to load recovery.

This study applied the U of M Calculator 'Estimating Nutrient and Solid Load Recovery through Street Sweeping'. This calculator is based on data collected over a 2-year period in Prior Lake MN and is intended for use in comparable climatic and geographical conditions. (actual pollutant recovery is expected to vary somewhat compared to estimates). The tool predicts the average annual solids and nutrient recovery rates based on curb-miles of street swept, the timing and frequency of the sweeps, and the density of the tree canopy over the street.

Pollutant load recovery was estimated for two types of sweepers: mechanical broom and regenerative air. The calculator tool used to estimate load recovery is based on a regenerative air sweeper. To estimate load recovery for a mechanical broom sweeper, load recovery estimates from the calculator were reduced by 20% for baseline sweepings (first spring and falls sweepings) and by 30% for subsequent sweepings to reflect the lower pick-up efficiency of the mechanical broom sweepers compared to the regenerative air (City of Forest Lake Street Sweeping Management Plan).

Load recovery estimates assume street sweeping occurs only during the snow-free season (April 1 – October 31).

Tables 2 through 4 provide the sweeping scenarios run through the calculator and the resulting estimates for annual total solids and phosphorus recovery for each mechanical broom and regenerative air technologies. Figure 3 depicts the increased efficiency of the regenerative air sweeper over the mechanical broom sweeper.

Table 2: Definitions of sweeping scenarios assessed for phosphorus load recovery.

Sweeping Scenario	Number of Sweeps per Year	Description
Baseline (Current Program)	2	One sweeping in each spring and fall
Enhanced Baseline	4	Two sweepings in each spring and fall
Monthly	7	One sweeping each month April-October (snow free)
Bi-Monthly	14	Two sweepings each month April-October (snow free)
Weekly	28	Four sweepings each month April-October (snow free)

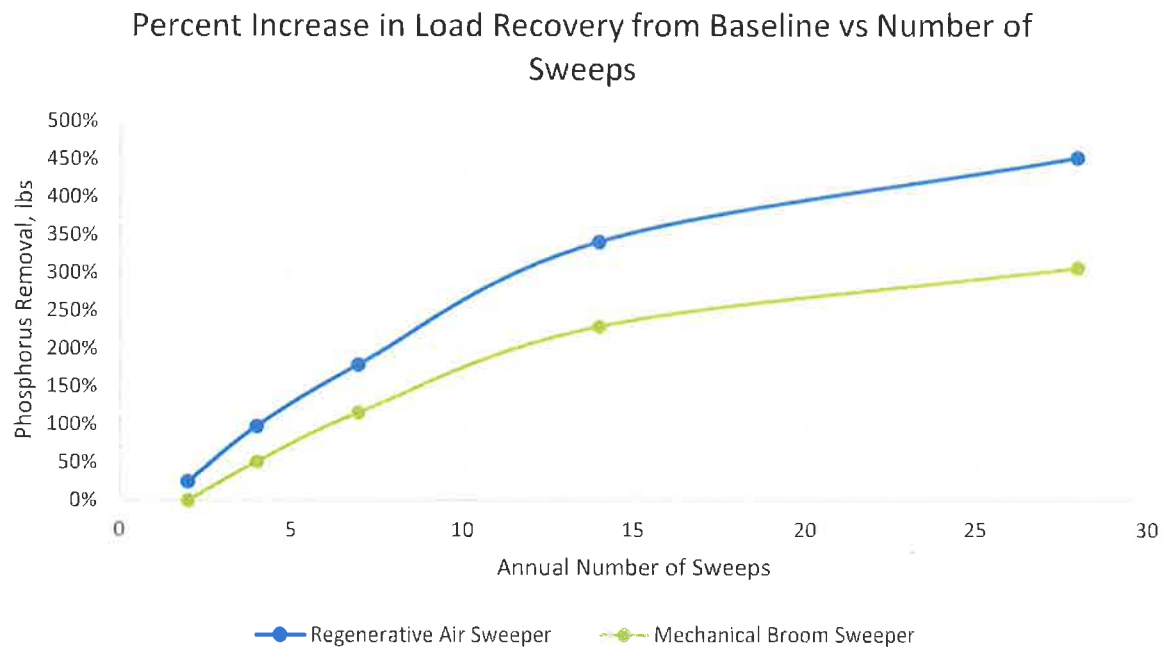
Table 3: Mechanical broom sweeper total solids and phosphorus reduction estimates:

Sweeping Scenario	Total Solids	Total Phosphorus (lb)
Baseline (Current Program)	30,664	27
Enhanced Baseline	48,210	43
Monthly	72,652	58
Bi-Monthly	112,427	89
Weekly	140,985	110

Table 4: Regenerative air sweeper total solids and phosphorus reduction estimates:

Sweeping Scenario	Total Solids (lb)	Total Phosphorus (lb)
Baseline (Current Program)	38,330	34
Enhanced Baseline	61,899	56
Monthly	98,313	78
Bi-Monthly	155,134	122
Weekly	195,932	152

Figure 3 – Estimated percent increase from baseline phosphorus load recovery (27 lbs/yr) based on increased number of sweeps for each regenerative air and mechanical sweeping technology.



Enhanced Sweeping Schedule

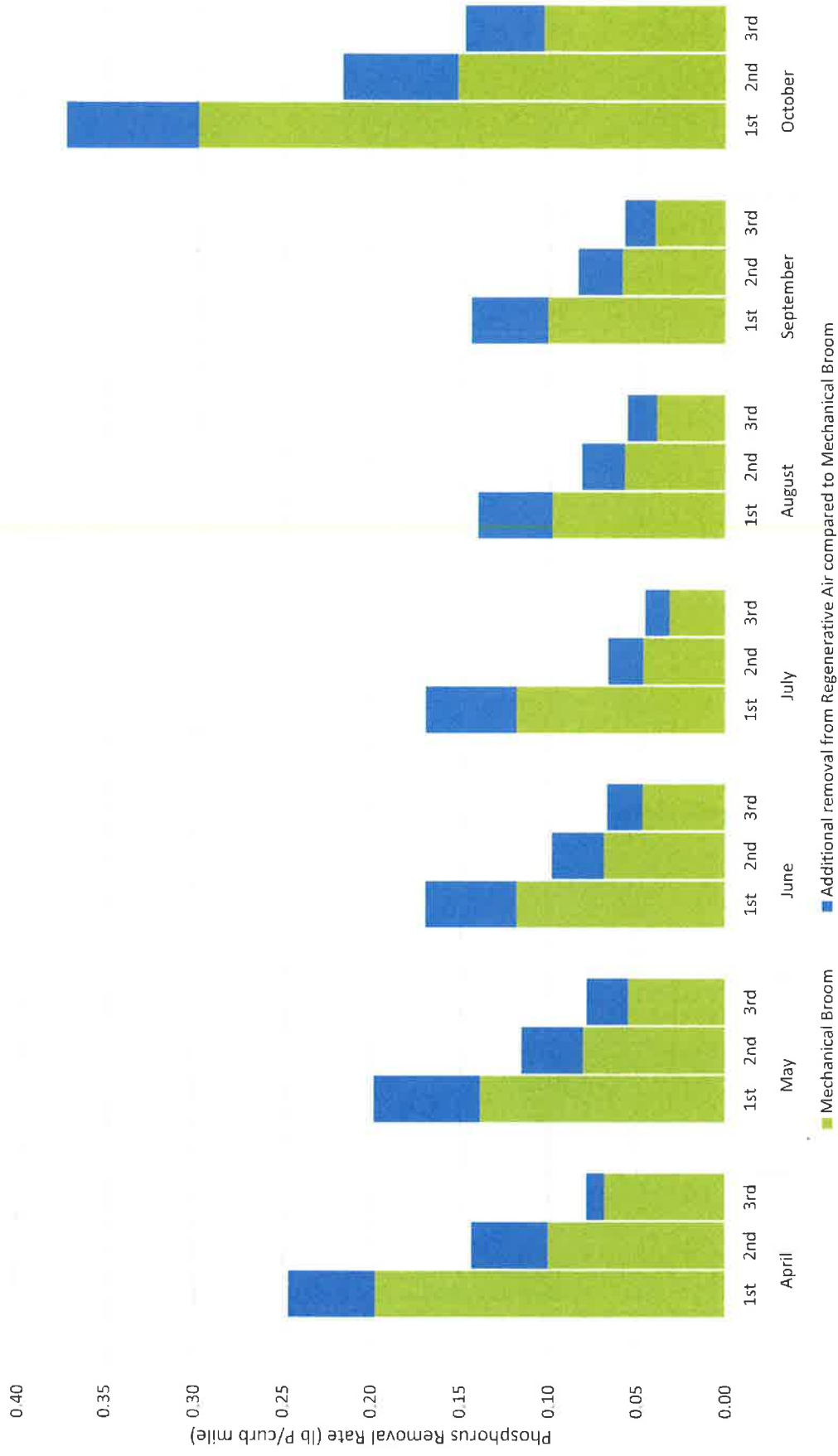
Enhanced street sweeping programs optimize not only sweeping technology and frequency, but also timing and location of sweeps. To optimize phosphorus capture and minimize labor hours, we propose increasing the frequency of sweeping in the Core Zone, where over-road canopy cover is greater, and increasing City-Wide sweeping frequency during high phosphorus load seasons in spring and fall (Figure 4). Table 5 details three example sweeping schedules of increasing frequency.

Table 5: Example enhanced sweeping schedules.

	Current 109 curb-miles	Improved 218 curb-miles	Enhanced 382 curb-miles	Ultimate 517 curb-miles
April				
First Sweep	Entire City	Entire City	Entire City	Entire City
Second Sweep			Core	Entire City
Third Sweep				
May				
First Sweep		Entire City	Entire City	Entire City
Second Sweep				Entire City
Third Sweep				
June				
First Sweep			Core	Entire City
Second Sweep				
Third Sweep				
July				
First Sweep			Core	Entire City
Second Sweep				
Third Sweep				
August				
First Sweep			Core	Core
Second Sweep				
Third Sweep				
September				
First Sweep			Core	Core
Second Sweep				
Third Sweep				
October				
First Sweep	Entire City	Entire City	Entire City	Entire City
Second Sweep		Entire City	Entire City	Entire City
Third Sweep			Core	Entire City

Figure 4 – Average estimated phosphorus recovery rate for mechanical and regenerative air sweepers for the entire City of La Crescent by month and sequential sweep.

Seasonal Estimated Phosphorus Recovery Rate (lb/curb mile) for sequential sweeping



COST-BENEFIT ANALYSIS

A cost-benefit analysis was completed to determine the most cost-effective machine and sweeping schedule to implement for the enhanced street sweeping program. The City received quotes for the following sweepers from Koenig & Sons Equipment Inc. in September 2024:

- M3EV Electric Mechanical Broom Sweeper (\$761,662)
- M4 Diesel/Electric Hybrid Mechanical Broom Sweeper (\$613,581)
- R3Air Electric Regenerative Air Sweeper (\$789,406)

Total annual program costs and cost-benefit (\$/lb-P removed) were estimated for each optimized sweeping scenario for each of the three sweepers listed above. This cost analysis accounted for sweeping labor, maintenance labor, fuel, depreciation and maintenance costs. The cost per curb mile was calculated by dividing the total annual program cost by total curb miles for each sweeping program. Financing and insurance were not accounted for.

Assumptions:

- Labor (wages and benefits): \$28 per hour
- Operations and Maintenance: \$2,235 per year
- Fuel: \$5 per hour
- Sweepers are owned by City of La Crescent
- On average, fuel consumption is 5 mpg
- City has sufficient staffing to run the sweepers as needed
- Sweepers operate at an average of 40 minutes per curb-mile, including dumping.
- Assume 1 hour of travel/prep time for every 4 hours of sweeping
- All vehicles have a lifespan of 20 years and have \$0 salvage value at the end of 20 years. Assume straight line depreciation.
- Fuel costs for all-electric vehicles are negligible. Fuel costs for hybrid diesel vehicles assumed to be 50% of standard diesel vehicle.

The results of the cost-benefit analysis highlight the initial purchase price as the key factor determining the annual program cost (Figure 5).

Figure 5 – Comparison of estimated annual sweeping program cost versus estimated annual phosphorus load reduction for each current, improved, enhanced and ultimate sweeping schedules for the three sweepers.

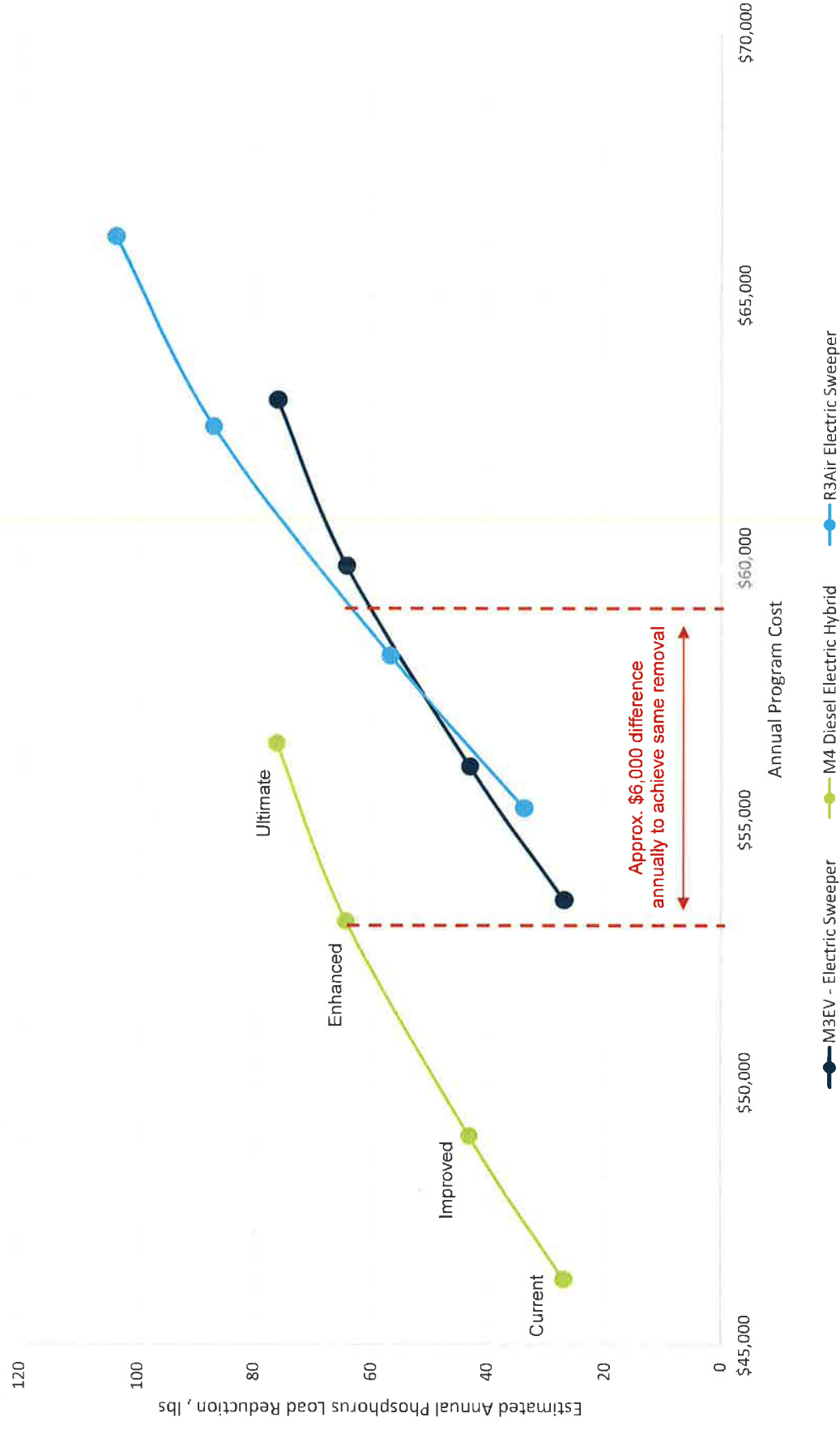


Table 6: Cost-benefit analysis of the three sweeper models for each sweeping schedule

Sweeper Model	Purchase Price (2024)	Sweeping Schedule	Annual Phosphorus Removed (lbs)	Annual Program Cost	Cost per lb P removed
M3EV Electric Mechanical Broom Sweeper	\$761,700	Current	27	\$ 53,476	\$1,980
		Improved	43	\$ 56,021	\$1,297
		Enhanced	64	\$ 59,842	\$929
		Ultimate	76	\$ 63,004	\$826
M4 Diesel/Electric Hybrid Mechanical Broom Sweeper	\$613,600	Current	27	\$ 46,253	\$1,713
		Improved	43	\$ 48,980	\$1,134
		Enhanced	64	\$ 53,074	\$824
		Ultimate	76	\$ 56,462	\$740
R3Air Electric Regenerative Air Sweeper	\$789,400	Current	34	\$ 55,226	\$1,636
		Improved	57	\$ 58,134	\$1,022
		Enhanced	87	\$ 62,501	\$717
		Ultimate	104	\$ 66,115	\$635

RECOMMENDATION

The City of La Crescent can increase pollutant recovery and increase the cost-effectiveness of their street sweeping program by increasing the frequency of sweeps and focusing additional sweeps in areas with more dense canopy cover.

La Crescent's compact size reduces travel miles (brush off), making sweeping the entire city more cost-effective compared to more sprawling cities. Additionally, the city's geographic location along the bluffs of the Mississippi River and its compact development limit opportunities to install pre-treatment Best Management Practices (BMPs). Given the city's small size and low total curb miles, the primary costs of the street sweeping program are associated with the initial vehicle purchase and maintenance.

We recommend the City of La Crescent implement the "Enhanced" street sweeping schedule (see Table 5).

- Sweep entire city (all curb and gutter streets) four times annually, twice in the spring and twice in the fall.
- In addition, sweep the core zone monthly spring through fall.

The proposed "Enhanced" sweeping schedule is estimated to remove 64 lbs. of phosphorus annually, a 37 lb./year increase from the current sweeping program. The total phosphorus load to Blue Lake is 1,989 lb/yr with a 10% reduction goal for water quality protection (or 199 lb/yr reduction goal for Blue Lake). The proposed "Enhanced" street sweeping schedule would achieve 19% of the total phosphorus reduction goal for Blue Lake.

Other recommendations to incorporate in the City's enhanced street sweeping program:

1. Purchase a new sweeper
 - a. Consider using equipment that can be converted for other uses for additional cost savings, such as a sweeper that can be converted to a sander and snowplow in the winter.
 - b. Source a used machine or a cheaper machine than the 3 models considered in this study to reduce upfront capital costs.
2. Increase sweeping frequency
 - a. Time sweeping to capture organics prior to significant rainfall events to avoid wash-off and leaching to stormwater.
 - b. Consider multiple passes in dense canopy cover areas to capture materials, as these will continue to drop over a period of weeks.
3. Consider tracking areas of high loading in an observation log. Modify street sweeping frequency to address observed high loading areas.

APPENDICES

Summary of annual street sweeping costs for Minnesota case studies

Link to this [table](#)

City	Population	Street sweeping costs per year	Annual sweeping costs (\$/curb mile)	Sweeping fleet	Sweeping schedule
Bloomington	89,298	\$850,000	2485	3 mechanical broom sweepers; 1 regenerative air sweeper; replaced every 6 years	Spring and fall for entire city; Monthly sweeping near Mall of America and near the airport
Fridley	30,313	\$225,000	150	1 mechanical broom sweeper; 1 regenerative air sweeper; contractor for additional sweeping services	Spring, fall, and 5-6 times throughout the year
Lakeville	72,135	\$246,000	205	2 mechanical broom sweepers; 1 vacuum sweeper; replaced every 10 years	Spring, fall, and after large storm events
Mankato	44,385	\$400,000 (\$250-300K for street sweeping; \$150-\$200K for leaf pickup)	34	3 mechanical broom sweepers; 3 leaf vacuums; replaced every 10-12 years	All paved roads and alleys swept every 30 days during the non-frozen months and the downtown area is swept once a week
Rochester	121,465	\$80,000 (does not include equipment and maintenance)	7	5 mechanical broom sweepers; 2 regenerative air sweepers	City-wide sweeping once in the spring and 1-4 times in the fall. Central Business District is swept 4 times per week on non-freezing days. 60 miles per week swept in the non-Central Business District (two sweepers two nights a week)
Roseville	35,874	\$46,000 for spring sweeping; significantly less for other times of the year	NA	NA	4-5 citywide sweepings per year focused on street debris buildup associated with spring thaw (March – April), fall leaf litter (October – November), and areas of the city that drain to sensitive water resources
St. Anthony Village	9007	NA	NA	1 mechanical broom sweeper with water	Every 3-5 weeks
St. Cloud	66,816	\$338,253	38	3 mechanical broom sweepers; 2 regenerative air sweepers	Spring, fall, and after summer storms

Key functionality, limitations, and examples of street sweeping equipment. Modified from Kuehl et al, 2008

Sweeper type	Sub-type	Functionality	Limitations	Hopper capacity (cubic yards)	Dump style	Addresses				
						Water quality	Air quality	Appearance	Safety	Road maintenance
Mechanical	Chain-and-paddle	Effective for wet/matted leaves and digging/ sweeping packed dirt; Able to sweep millings and coarse sand better than belt sweepers (no "inside" areas of buildup); Compared to belt sweepers, less daily build up; Requires less power than regenerative air and vacuum sweepers	Paddles limit debris size to 6" diameter or smaller; Compared to the belt, chain-and-paddle needs to be replaced more often; Does not pick up fine materials as well as other sweepers; Particles that do not get picked up are spread across the street surface sometimes making the street look dirty or streaked	4.5-7.5	Side Multi-Level Rear Mid-Level	Small Particles (Poor) Large Particles (Fair)		X	X	X
	Belt	Able to pick up large debris (plastic bottles, cans, branches); Able to pick up wet/matted and large amount of leaves better than other sweepers; Effective at "digging into" and removing packed dirt from roadway; Requires less power than regenerative air and vacuum sweepers	Conveyor must be cleaned daily to prevent buildup of debris; Chip seal aggregate and winter abrasive (sand) can build up inside belt; Does not pick up fine materials as well as other sweepers; Particles that do not get picked up spread across the street surface sometimes making the street look dirty or streaked	3.5-4.5	Side Multi-Level Rear Mid-Level	Small Particles (Poor) Large Particles (Fair)		X	X	X

Sweeper type	Sub-type	Functionality	Limitations	Hopper capacity (cubic yards)	Dump style	Addresses				
						Water quality	Air quality	Appearance	Safety	Road maintenance
Vacuum	NA	Removes fine sand and silt, but surface must be dry; Best for situations with most debris in gutter; Will vacuum material directly from gutter; Ability to pick up entrained material within cracks under vacuum head; Can have vacuum hose attachment (i.e. for catch basins)	Difficulty picking up wet/matted leaves; Cannot pick up tree brush; Water must be used in the hopper for dust suppression (prevents dust from being blown out via the fan exhaust); Debris is limited to 3-inch diameter or smaller; Requires more power than mechanical broom sweepers; noise may be a consideration; Water should be used or excessive fan wear will occur; More efficient operation on flat pavement surface; Should be used in above freezing temperatures only	8.0-8.5	Rear tilt	Small Particles (Fair) Large Particles (Fair)		X	X	
Regenerative air	NA	Can remove fine sand and silt, but surface must be dry; Ability to pick-up materials entrained within cracks; Can have a larger than average hopper; Can have vacuum hose attachment (i.e. for catch basins); Regenerative head reaches up to eight feet in width	Debris is limited to diameter of air out hose; Difficulty in picking up wet/matted leaves; Particles that do not get picked-up are spread across the street surface sometimes making the street look dirty or streaked; Requires more power than mechanical broom sweepers; noise may be a consideration; Should be used in above freezing temperatures only; More efficient operation on flat pavement surface	4.0-9.6	Rear tilt	Small Particles (Good) Large Particles (Fair)	X	X	X	

Sweeper type	Sub-type	Functionality	Limitations	Hopper capacity (cubic yards)	Dump style	Addresses				
						Water quality	Air quality	Appearance	Safety	Road maintenance
High Efficiency / Newer Technology	Mechanical/ Vacuum	Removes fine sand and silt; Able to pick up wet, matted vegetation; Able to pick up large debris (plastic bottles, cans, small branches); Wet operation with skirts removed; Can use dry vacuum or water to suppress dust; Year-round operation	Broom skirting limits ingestion of large amounts of leaves in the fall; More skirting parts that are prone to wear	3.5-4.5	Front Multi-Level Side Mid-Level	Small Particles (Good) Large Particles (Good)	X	X	X	X
	Regenerative air	Removes fine sand and silt; Year-round operation	Should be used on flat surface to seal sweeper head; Debris is limited to diameter of vacuum hose; Difficulty in picking up wet, matted vegetation	4.5-7.3	Rear tilt	Small Particles (Good) Large Particles (Fair)	X	X	X	

#3.7



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



May 8, 2025

Honorable Mayor and City Council Members
City Administrator Bill Waller

Re: 2025 Memorial Day Parade Event

The City of La Crescent is pleased to announce a revamped and rejuvenated Memorial Day Parade for Monday, May 26, 2025. In recent years, parade participation had declined, and this year's efforts have focused on bringing new energy and renewed community involvement to this important tradition honoring the service and sacrifice of our nation's veterans.

The parade will begin at 12:00 p.m. Parade participants will line up between 11:30 a.m. and 11:45 a.m. in the 100 block of South Oak Street. The parade will proceed north through La Crescent and conclude at Veterans Park located on Veterans Parkway.

Confirmed parade participants, in order, include:

- La Crescent Police Department
- American Legion Post 595
- VFW Post 11542
- La Crescent Fire Department
- Girl Scouts
- Boy Scouts
- La Crescent-Hokah High School Band
- Tri-State Ambulance

We would also like to recognize City Administrative Assistant Chris Fortsch for her outstanding work in organizing this year's Memorial Day event.

The La Crescent Police Department and La Crescent Fire Department will provide traffic control throughout the parade to ensure the safety of participants, spectators, and the general public.

To accommodate the Memorial Day Program held at Veterans Park, a section of the south parking lot will be closed for the duration of the event. Barricades will be placed to secure the space requested and ensure a safe and respectful environment for attendees.

We appreciate the Council's support of this meaningful community event and look forward to a successful Memorial Day Parade.

Respectfully,

MEMORIAL DAY PARADE - LINEUP & ROUTE



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



April 28, 2025

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: **La Crescent Applefest 5K event – Saturday, September 20th, 2025**

I was in recent receipt of the attached letter from Marci Skemp, representative of the 2025 La Crescent Applefest 5K Event. In the letter, Mrs. Skemp is requesting city services for the 2025 Applefest 5K Event, including but not limited to, police & fire personnel for escort(s), traffic control, medical response, and security.

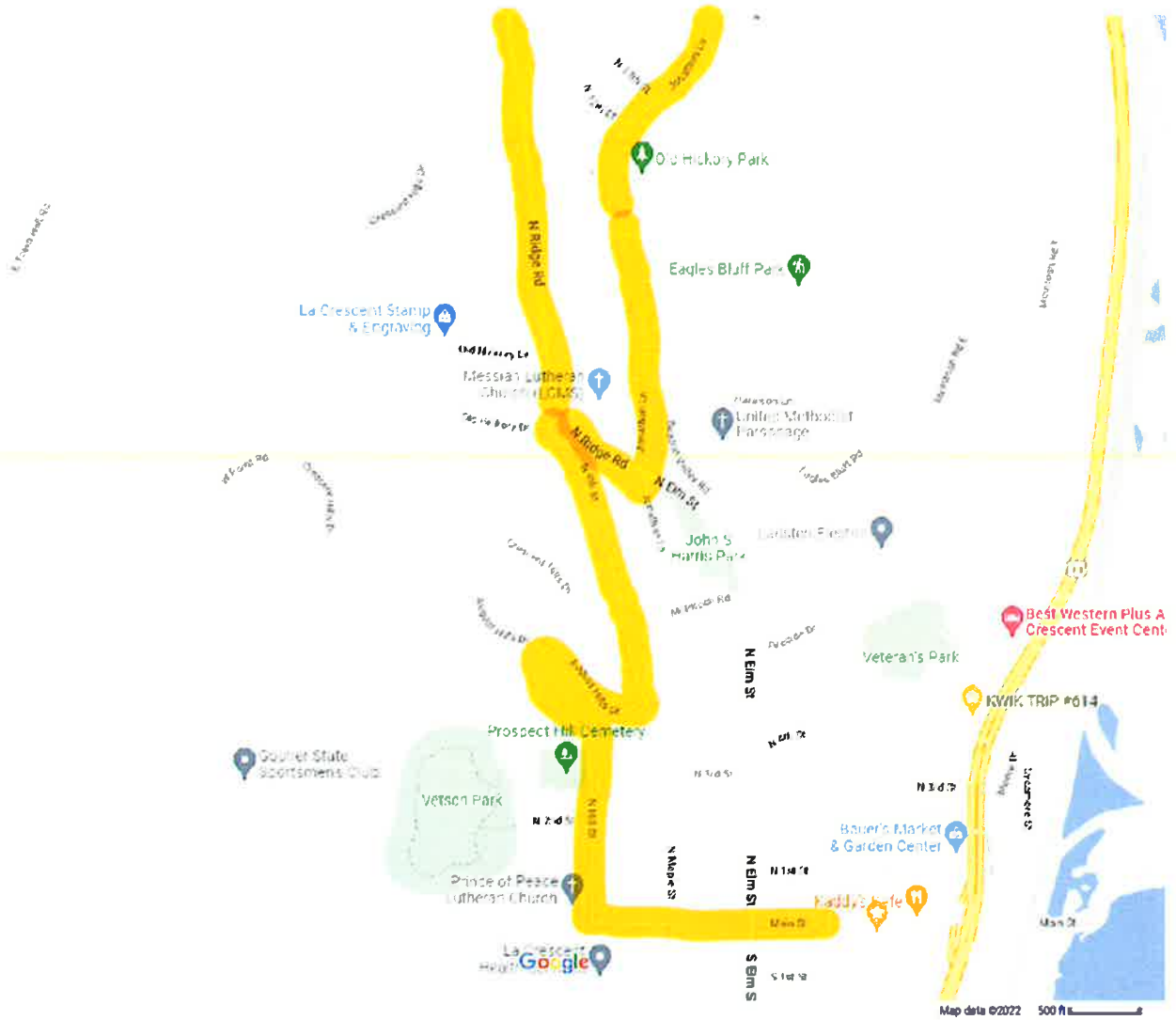
The route would be the following, same as in previous years:

1. Main Street & Walnut Street (Start)
2. East on Main Street to North Hill Street
3. Right on North Hill Street
4. Right on August Hills
5. Left on North 4th Street
6. Right on Old Hickory Lane
7. Left on North Ridge Rd (North Elm Street/Houston County Rd 29)
8. U-Turn at or near Winona County Line (Winona County Rd 1)
9. Left on Jonathan Lane
10. End at Old Hickory Park Shelter/Parking Lot.

As in common past practice, the La Crescent Police Department, along with the La Crescent Fire Department, has provided this event with all requests for escort(s), traffic control, medical response, and security.

Lastly, I have designated La Crescent Police Corporal Roth Clark to be the La Crescent Police Department's coordinator of police services for this event and other 2025 Applefest events.

Chief Luke M. Ahlschlager



[Signature]

315 Main Street La Crescent, MN 55947
lacrescentpolice@cityoflacrescent-mn.gov 507.895.4414

To The City of La Crescent Administration, La Crescent Police Department and La Crescent Fire Department

We are writing in hopes that you will sanction the continuation of The La Crescent Applefest 5K event on the Saturday morning of Applefest weekend. This year, the race will take place on Saturday, September 20th 2025 starting at 8:30am. This will be our 4th year as race directors for the La Crescent Applefest 5K. Last year's race was once again successful thanks to the collaboration with many volunteers, and the La Crescent Police and Fire Departments. We plan to keep the same race route as last year. The race will start in front of City Hall and finish at Old Hickory Park. We will continue our relationship with the District 300 Foundation, and all proceeds from the race will support the race costs, a running scholarship fund for a male and female senior at the La Crescent High School, and other needs within the District 300 Foundation. We are excited for the opportunity to continue an event that benefits community health, camaraderie, and education within La Crescent.

Please let us know if you will continue to support this event and any requirements that are necessary for us to proceed this year.

Thank you,

Marci Skemp (507) 459-5106 on behalf of The La Crescent Applefest 5K Race Directors
lacrescentapplefest5k@gmail.com



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: May 12, 2025
SUBJECT: MnDOT 2024 Active Transportation (AT) Infrastructure Grant Program Award

The city applied for a MnDOT Active Transportation (AT) infrastructure grant for a sidewalk infill project. The project was identified in the city's adopted Bicycle-Pedestrian Plan (2017). The city was awarded \$363,366.00 by the Minnesota DOT. This again was a result of advanced planning, great teamwork by city staff and Tim Hruska and his team at WHKS. The program funds 100% of the construction costs but the city has to pay the engineering fees \$65,406. The city staff will plan for a project in 2026 and construct this project following the process used in this year's South 6th Street improvement project where the active transportation funds are included in an overall street improvement project. Maple Street is identified in the City's 2025-2029 street reconstruction plan and the city utilize bonding authority under the plan for the cost to reconstruct Maple Street at the same time that new sidewalks are constructed. The city can also utilize Municipal State Aid (MSA) funding for this project since Maple Street is on the city's State-Aid-System. A grant agreement and engineering agreement will be presented to the city council in the future.

The narrative for the grant application is below and notes that this project would be the first of four funding requests. The City Engineer and Public Works Director determined that there are more than \$1,000,000 in sidewalk infill needs in both the older part of the city as well as along county highways near Skunk Hollow Road and on the north end of the city. An update to the city's Bike-Ped Plan will further prioritize a sidewalk infill program.

The city's 2017 Bicycle and Pedestrian plan provides policies and projects to infill the city's missing sidewalk system (<https://www.cityoflacscent-mn.gov/wp-content/uploads/La-Crescent-Bike-Ped-Plan-Update-2017-Final.pdf>). The plan calls for filling in all the sidewalk network gaps starting with the older parts of the city first where the grid street pattern exists. Specifically, page 54 references Maple Street ("This plan recommends that the sidewalk network in this area be completed with the priority focus on filling in the gaps on Maple Street from N 2nd Street to S 4th Street. This will provide an option of walking down the street with less traffic than Elm or Oak Street."). The city's has intermittent sidewalks and places where the sidewalks are missing all together. These missing sidewalks create an obvious safety risk for pedestrians as they are forced to walk in the street to get to their destination. Pedestrians are also forced to needlessly cross the street to get to a sidewalk to continue their walk more safely, which itself is a safety concern. Pedestrians are forced to walk in the grass when a sidewalk abruptly terminates and then make their way to the street or cross the street mid-block to proceed to another sidewalk. Based on the costs for each city block, the city has at least four years of projects that can be submitted to the Active Transportation Infrastructure program. Completing the sidewalk network, over time, will improve safety and make pedestrians feel more comfortable as they travel to various destinations.

Attachments: MnDOT Award Letter

CITY OF LACRESCENT

315 Main Street

P.O. BOX 142

La Crescent, MN 55947

P: (507) 895-2595

[cityoflacscent-mn.gov](https://www.cityoflacscent-mn.gov)

April 30, 2025

Lawrence Kirch
City of La Crescent
315 W Main Street
La Crescent, MN 55947

Re: 2024 Active Transportation (AT) Infrastructure Program Project Selection

Dear Lawrence Kirch,

Thank you for your application submittal under the 2024 Active Transportation (AT) Infrastructure Program. The Sidewalk Infill and ADA improvements along S 4th Street and S Maple Street project in the City of La Crescent was selected for AT Program funds appropriated by the legislature in 2023. We have identified up to \$363,366.00 in AT Infrastructure funds for this project.

Enclosed is a State Fund Grantee User Guide that provides a summary of the process for developing and delivering a state grant bond or general funded project. Your first step will be to request a State Aid Project (SAP) number for this project if you don't already have one (or SP number if you also have federal funding). Please work with your District State Aid Engineer (DSAE) on next steps and throughout the project development process. Please email the SAP/SP number to me immediately after it is issued and include it and the program (AT) on all project correspondence.

Following are a few other important notes:

- Items that are eligible for AT Infrastructure funds include reasonable elements associated with crossing improvements, off-street facilities, on-street facilities, permanent traffic control devices (not mobile), and in-kind replacements, including basic landscaping and turf establishment. Landscaping planters, benches, bike racks, decorative fences, ornamental lighting, and other aesthetic treatments above the standard are generally not eligible. Other items that are not eligible include engineering, construction administration and inspection, right of way acquisition, and water main, sanitary sewer, or private utility work. Additionally, work on trunk highways or on trunk highway right of way is not eligible.
- Your entity will be required to execute an AT Infrastructure grant agreement prior to construction, which includes certification of right of way ownership by the agency and a resolution agreeing to finance any costs in excess of the grant amount before the grant can be authorized for reimbursement.
- The plan and engineer's estimate need to be developed with a separate column that identifies AT Infrastructure participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate AT Infrastructure participating columns on the Engineer's Estimate for each agency. Additionally, if this is the case, separate AT Infrastructure grant agreements will be required with each agency that will ultimately own bond or general funded improvements.
- Design standards:
 - Work on State Aid routes are subject to State Aid standards
 - Work on non-state aid routes will need to adhere to design standards as identified in [MnDOT State Aid Rules](#), the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets, or other design standards as

identified by the DSAE. Please consult with your DSAE to determine the appropriate design standards for your project.

- The DSAE will need to review, approve, and sign plans prior to advertising the construction contract.
- After DSAE plan approval, you will need a funding letter from the State Aid Programs office before advertising the construction contract. The AT Infrastructure amount in the funding letter will be based on a review of eligible items in the engineer's estimate.
- The State Aid Programs office will provide additional instructions for assembling and executing the AT Infrastructure grant agreement as part of the delivery of the funding letter.
- The final AT Infrastructure amount as included in one or more AT Infrastructure grant agreements will be based on the low bid documents. The AT Infrastructure grant amount is typically capped.
- The AT Infrastructure grant agreement should be fully executed before construction begins.

If you have questions, please contact Steven Prusak at steven.prusak@state.mn.us. I will be your main point of contact for this AT Infrastructure grant selection.

Sincerely,


Active Transportation Engineer

Digitally signed by Steven
Prusak
Date: 2025.04.29 15:49:57
-05'00'

Steven Prusak, P.E.
State Aid Active Transportation Engineer

copy: Fausto Cabral, District 6 State Aid Engineer
enclosure: State Fund Grantee User Guide

#3.10



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: May 12, 2025
SUBJECT: MnDOT Transportation Alternatives (TA) Grant Award

The city applied for a federal (FY 2029) Transportation Alternatives (TA) grant which is administered by the Minnesota DOT, District 6, through the Areawide Transportation Partnership (ATP) committee. This grant was a rework of a grant submitted last year which was not funded. The ATP voted to approve the city's 2029 TA project for \$1,575,000. This was great teamwork by city staff and Tim Hruska and his team at WHKS. The program is usually an 80/20 match, but to fund other projects in the region, the committee reduced the city's original request and therefore the grant (construction) will be a 75/25 match. The city must match construction costs at 25 percent, plus the engineering fees.

Over the next four years, the city staff will be pursuing other funding opportunities to cover a portion or all of the costs associated with the local match and the engineering costs of the project.

The project funds a multi-use trail on the west side of Hwy 16 from S. 3rd to S. 14th (left side photo, purple on aerial photo), and ties into the city's 2025 Safe Routes to School project to build a 10' path south to the Kistler MHP (green on aerial). The grant also funds a connection from the Wagon Wheel Bridge on S. Chestnut Street south to a widened 10' MnDOT path that MnDOT is reconstructing in 2027 (right side photo). This is currently a 6' path that is on E. side of HWY 16 just south of the 14/16/61 intersection. That path corkscrews down to S. Chestnut. The 2029 AT project constructs a 10' path on the west side of S. Chestnut from the Wagon Wheel Bridge, under the bridge to the widened "DOT path" (2027 project). The Google photo highlights in purple, the city's 2029 project and the green shows the 2027 DOT project.

A grant agreement and engineering agreement will be presented to the city council in the future.

Please let me know if you have any questions.

Attachments: MnDOT District 6 ATP Award Letter

CITY OF LA CRESCENT

315 Main Street

P.O. BOX 142

La Crescent, MN 55947

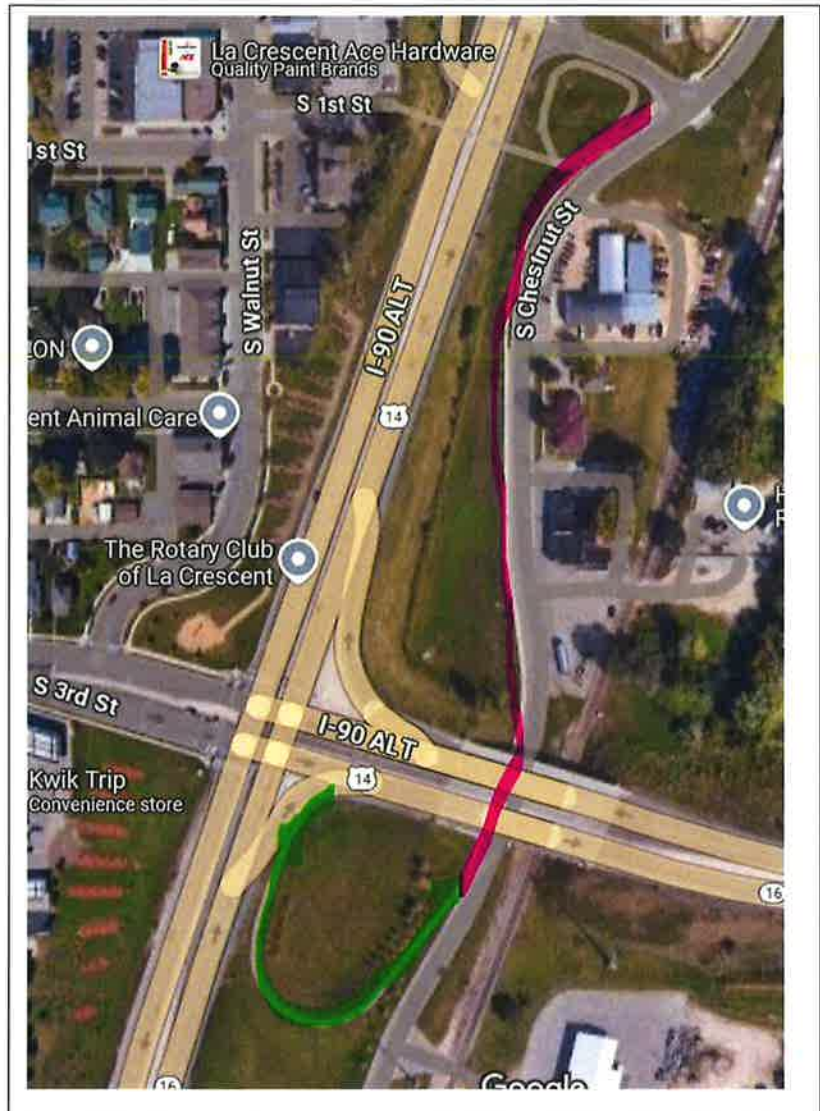
P: (507) 895-2595

cityoflacrecent-mn.gov

Growing from River to Ridge

Green – 2025 SRTS
 Purple 2029 TA Grant

Green – 2027 MnDOT Project
 Purple – 2029 TA Grant



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

Growing from River to Ridge



District 6 Rochester
2900 48th St. NW
Rochester, MN 55901

March 26, 2025

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

Dear Mr. Kirch,

The District 6 Area Transportation Partnership (ATP-6) would like to thank you for the submittal of your application, *TH 16 & Chestnut St. Multi-Use Trail*, as part of the 2029 Transportation Alternatives (TA) Program solicitation.

Below is a list of the projects that were selected and the amount of awarded funding. Your project was awarded \$1,575,000 for FY 2029. The ATP-6 attempts to use all available TA funds to fund the highest-ranking projects.

- City of La Crescent – TH 16 & Chestnut St Multi-Use Trail - \$1,575,000
- City of Zumbrota – Trestle Trail Bridge Replacement - \$525,000

Your project will be programmed into the 2026-2029 State Transportation Improvement Program (STIP) which includes the state's next four-years of planned transportation projects. Please work with the MnDOT District 6 State Aid Office during the development of your project. You may contact Fausto Cabral, MnDOT D6 State Aid Engineer, at 507-251-1930 if you have any questions.

Sincerely,

Greg Paulson Digitally signed by Greg Paulson
Date: 2025.03.26 13:32:40 -05'00'

Greg Paulson
Area Transportation Partnership Chair
District 6 Assistant District Engineer – Program Delivery

CC: ATP-6, Mark Schoenfelder, Fausto Cabral, Kurt Wayne, Brian McCoy

Equal Opportunity Employer

#3.11



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: May 12, 2025
SUBJECT: USDA – RURAL DEVELOPMENT COMMUNITY FACILITIES LOAN AND GRANT PROGRAM – CITY HALL/LIBRARY – PUBLIC SAFETY BUILDING

At a special meeting of the City Council on January 29th, 2024, the council and public were presented with an update on long range planning for new Public Safety, Library/City Hall buildings. On February 12th, the council moved to have the city proceed with an “initial customer meeting” with the USDA RD staff to gain further information about the USDA RD Community Facilities loan program and process. After that meeting, the city staff moved forward with supplying USDA pre-application materials which included 10 federal forms plus five years of city audits, and the city’s current operating budget.

Based on a review of the pre-application information, the USDA determined that the city is eligible to continue the underwriting process and would consider a loan up to \$10,000,000 (see attached USDA letter). The USDA staff then asked the city staff to attend an application meeting to outline the next steps for the USDA process. Next steps include: preparing a Feasibility Study; selecting an architectural firm who prepares a Preliminary Architectural Report; preparing an Environmental Assessment, obtaining a Certified Appraisal (see attached USDA flowchart).

The City Hall/Library and Public Safety building projects are estimated to cost \$16.3 million. The attached letter from Northland Securities indicates that the city’s “total amount of outstanding debt cannot exceed \$19,596,072. As of December 2, 2024, the City has \$6,362,000 subject to the legal debt limit. The legal debt margin as of December 2, 2024 is \$13,234,072.”

Estimated Construction Costs (2024 dollars):

- City Hall/ Library - \$11,405,000
- Public Safety Building - \$5,331,000

The city could borrow funds to do one project but not both. The city also has to consider the debt burden of borrowing for these projects. City staff is seeking guidance at this meeting or at a future council meeting. Please let me know if you have any questions.

Attachments: USDA Letter, Letter from Northland Securities

CITY OF LACRESCENT

315 Main Street

P.O. BOX 142

La Crescent, MN 55947

P: (507) 895-2595

cityoflacrecent-mn.gov



United States Department of Agriculture

Rural Development

1810 30th St NW
Suite 3
Faribault, MN 55021

Voice 507.332.7418
Fax 855.804.4099

Notice of Eligibility

April 10th, 2025

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

Dear Mayor Poellinger:

We have reviewed your application for Federal assistance under the USDA – Rural Development, Community Facilities Loan and Grant program for the proposed project. We have made the determination that your proposal is eligible for funding by the agency and can compete with similar applications for funding during this fiscal year. This determination was made based on the information that was available at this time. If your organization's financial conditions or other information becomes available relating to your eligibility, the agency may make a future determination that your organization is no longer eligible for agency funding.

You requested \$10,000,000.00 of Federal funding in your application form and we are willing to consider this amount based on the information at this time. An application conference will be necessary to proceed with your application. Please contact me at Kyle.Boelter@usda.gov to set up a time for the application conference.

USDA Rural Development would like to make you aware of an opportunity to gain additional project priority points for your proposed project. Section 6025 of the Farm Bill created the Strategic and Community Development priority. This priority, gives applicants additional scoring points if the project should help support a "Multi-Jurisdictional Strategic Economic Development Plan." If your organization would like your project considered for the points please contact our office and we will provide you with the application.

You are advised against taking any actions or incurring any obligations, which would limit the range of alternatives to be considered or which would have an adverse effect on the environment until funds from Rural Development are actually made available. Satisfactory completion of the environmental review process must occur prior to the issuance of the letter of conditions.

Please feel free to contact me if you have any questions.

Sincerely,

Handwritten signature of Kyle Boelter in black ink.

Kyle Boelter
Area Specialist

Handwritten signature of Edward Gilmore in black ink.

Edward Gilmore
Area Specialist

Cc: S/O Community Programs



February 19, 2025

Bill Waller, City Administrator
City of La Crescent
315 Main Street
P.O. Box 142
La Crescent, MN 55947

RE: Financing Capital Improvements

Dear Bill:

This letter is offered to the City of La Crescent (the "City") to provide information on authority granted by Minnesota Statutes, and limitations that apply, for the City to finance a City Hall/Library Building and Public Safety/EOC Building (the "Project") through issuance of municipal securities or other form of obligation. The City estimates the cost of the Project at approximately \$16.30 million, not including costs related to financing.

The City has engaged Northland Securities as Underwriter to provide the City with advice on the issuance of municipal securities to finance the Project. The information provided in this letter is for the City's planning purposes only and is not an offer of terms from Northland. The information contained in this letter has been derived from sources believed to be reliable but is not guaranteed as to accuracy and completeness and does not purport to be a complete analysis of the material discussed.

Capital Improvement Plan (CIP) Bonds

Pursuant to Minnesota Statutes, Section 475.521 (the "CIP Act") Minnesota cities may issue General Obligation Capital Improvement Plan Bonds (the "CIP Bonds") to finance the construction and maintenance of a city hall, town hall, library, public safety facility, and public works facility. CIP Bonds may not be used to finance any other type of facility or improvement. Expenditures for eligible capital improvements incurred before adoption of the capital improvement plan are allowed if included in a written plan (the "CIP Plan") approved at or prior to the public hearing on the issuance of CIP Bonds. Certain requirements and limitations apply to CIP Bonds.

Main 612-851-5900 | Toll Free 800-851-2920

150 South 5th Street, Suite 3300 | Minneapolis, MN 55402

NorthlandSecurities.com | Member FINRA and SIPC | Registered with SEC and MSRB

CIP Act Requirements

Pursuant to the CIP Act, the projects to be financed must be included in a capital improvements plan that meets the criteria of the CIP Act. The CIP Plan must cover at least a five-year period beginning with the date of its adoption. The CIP Plan must set forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenue to pay for the improvement.

The CIP Plan must also include information about the following factors required by the CIP Act to be considered by the city council:

- Condition of the municipality's existing infrastructure, including the projected need for repair or replacement.
- Likely demand for the improvement.
- Estimated cost of the improvement.
- Available public resources.
- Level of overlapping debt in the municipality.
- Relative benefits and costs of alternative uses of the funds.
- Operating costs of the proposed improvements.
- Alternatives for providing services most efficiently through shared facilities with other municipalities or local government units.

The CIP Plan may be a document prepared specifically for authorizing the issuance of CIP Bonds or it may be incorporated into other capital improvement planning by the city.

CIP Act Debt Limitations

The maximum amount of CIP Bonds is limited by the CIP Act. The maximum principal and interest payable in any year for all outstanding CIP Bonds of the City cannot exceed 0.16% of the estimated market value of taxable property in the city. This calculation is made using the estimated market value for taxes payable year in which the bonds are issued and sold.

The CIP Bonds are subject to the debt limit for cities with a population of 2,500 or more. The City's population is estimated at 5,279 (2024 City estimate).

Under Minnesota Statutes, Chapter 475, with few exceptions, municipalities cannot incur debt in excess of 3% of the assessor's estimated market value for the municipality (the "Statutory Debt Limit"). In the City, the 2023/2024 estimated market value is \$653,202,400. Therefore, the total amount of outstanding debt cannot exceed \$19,596,072. As of December 2, 2024, the City has \$6,362,000 subject to the legal debt limit. The legal debt margin as of December 2, 2024 is \$13,234,072. The City has a history of issuing the following types of general obligation bonds, for example, that are subject to the Statutory Debt Limit:

- General obligation capital improvement bonds (Minnesota Statutes, Section 475.521)
- General obligation street reconstruction bonds (Minnesota Statutes, Section 475.8, Subdivision 3b)
- General obligation equipment certificates of indebtedness bonds (Minnesota Statutes, Chapter 475 and Minnesota Statutes, Section 412.301)

As a general rule Minnesota law provides that bonds that are 100% supported by property taxes are subject to the Statutory Debt Limit, with few exceptions. There is not an exception for CIP Bonds.

A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality (the "Levy Limit"). In the City, that maximum annual debt service amount is calculated at \$1,045,124 ($\$653,202,400 \times 0.16\%$) as of December 2, 2024.

Funding for the Project

The City does not currently have sufficient capacity under the CIP Act to issue CIP Bonds in the estimated par amount of \$16.76 to finance the Project, inclusive of the estimated construction cost (\$16.30 million) and the estimated cost of financing (\$0.46 million). This amount exceeds the City's Statutory Debt Limit as of December 2, 2024 in the amount of \$3,525,928.

The estimated maximum annual debt service amount for the estimated par amount of the bonds (\$16.76 million) is \$1,165,766 which exceeds the Levy Limit for the CIP Bonds estimated as of December 2, 2024. The maximum annual debt service is estimated based on estimated tax-exempt, non-bank qualified municipal bond rates for 'A1' rated bonds, as of February 13, 2025, a true interest cost of approximately 4.3%, among other assumptions.

While the City ('A1' assigned Moody's Investors Service bond rating) has successfully issued and managed issuance of general obligation bonds, specifically CIP Bonds, for previous projects, the City's ability to secure funding for the Project through issuance of CIP Bonds at the proposed amount is not feasible based on the CIP Act debt limitations that apply.

Limitations aside, the issuance of CIP Bonds at the estimated par amount of \$16.76 million will increase the City's debt per capita. The City's direct debt per capita is \$1,931 as of December 2, 2024. This is calculated based on direct general obligation debt of \$10,192,000 as of this same date and the City's estimated population.

While the City's capacity for issuance of CIP Bonds may increase based on growth in the City's estimated market value and amortization of current bonds outstanding that are subject to the Statutory Debt Limit, the planned issuance of other types of bonds that are subject to the

Statutory Debt Limit, such as for planned street reconstruction in the City, is a limiting factor for the City to issue CIP Bonds. The City adopted the "2025 to 2029 Street Reconstruction Plan" on November 12, 2024, that authorizes the issuance of up to \$6.0 million in general obligation street reconstruction bonds that are subject to the Statutory Debt Limit. The City has not yet issued bonds that are subject to this adopted street reconstruction plan, but it has plans to do so.

Northland appreciates the opportunity to offer service to the City. Please let me know if you have questions or comments for me on the information within this letter. I can be reached by telephone at 612-851-4964 or by email at tomdal@northlandsecurities.com.

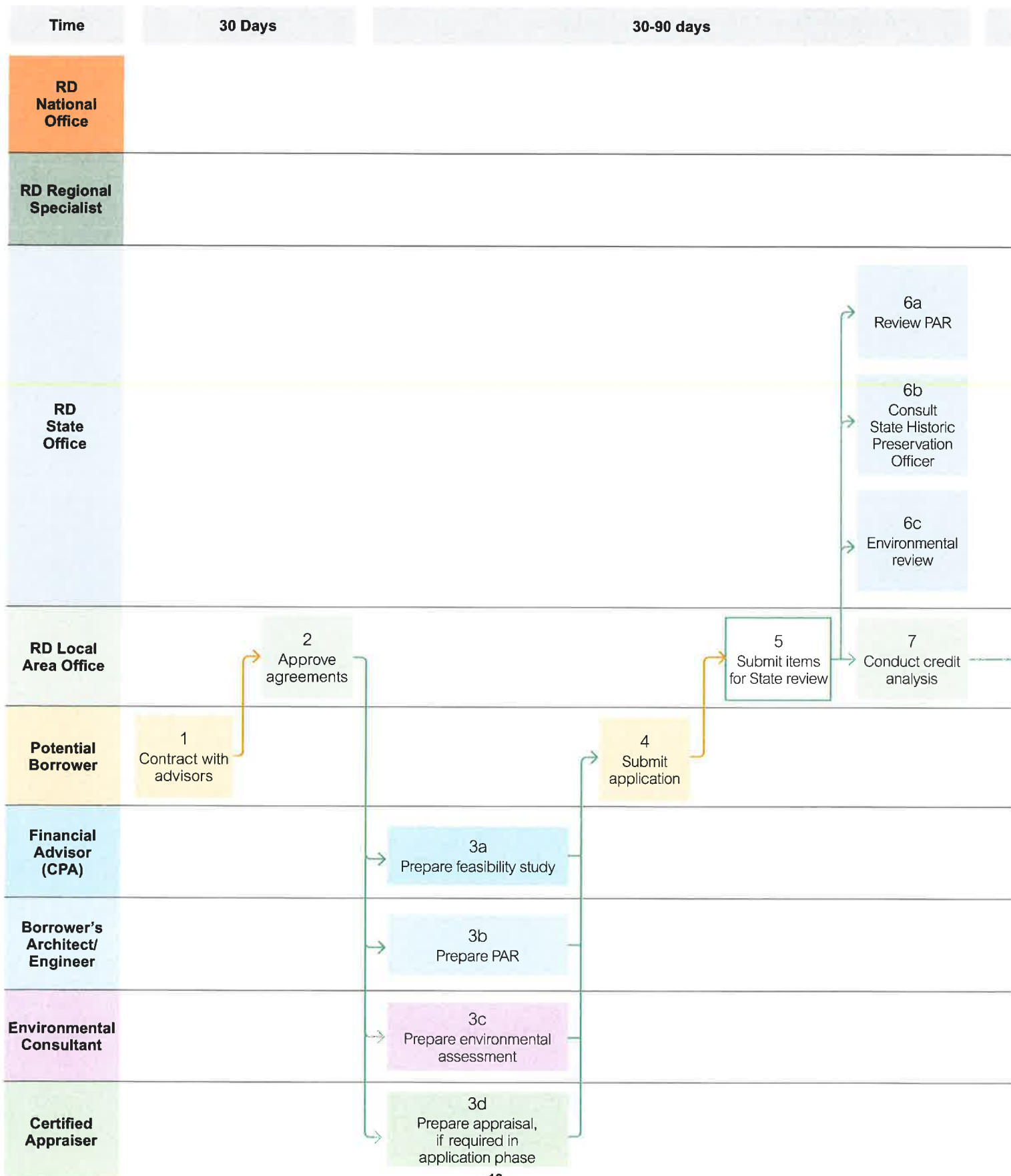
Sincerely,

NORTHLAND SECURITIES, INC.

A handwritten signature in cursive script, reading "Tammy Omdal".

Tammy Omdal
Managing Director

Community Facilities Direct Loan: Recommended Application Process

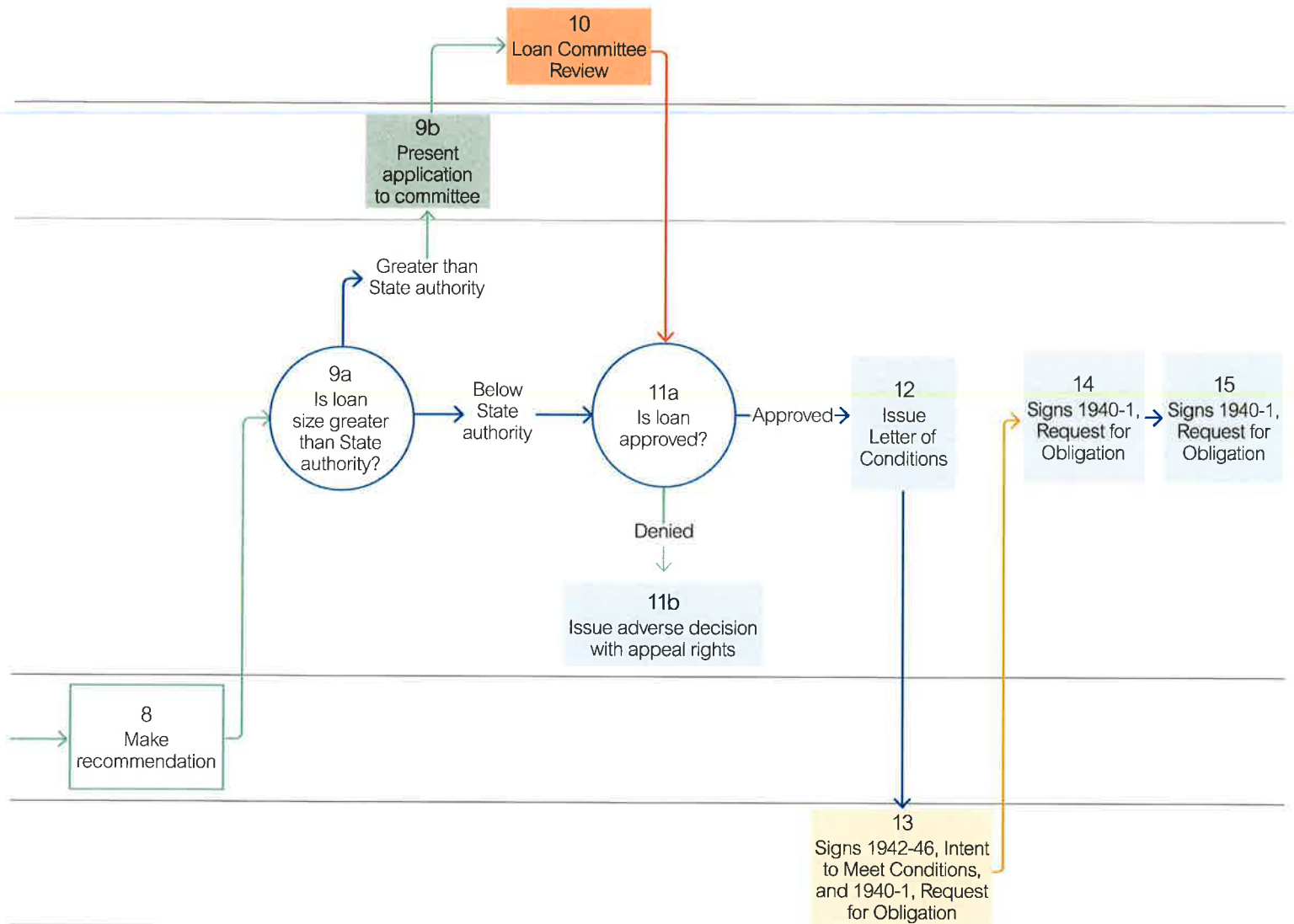


Up to 30 days for National Office review

1 Day

1 Day

1 Day



#3.12



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: May 12, 2025
SUBJECT: Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) Grant Update

The council was last updated on this grant at the January 27th meeting. The city was awarded a \$229,000 Federal Railroad Administration (FRA) grant under its Railroad Crossing Elimination (RCE) grant program on January 13th. The webinar scheduled for February 11th was cancelled and it appeared that the grant may not be funded after all. Things seem to be back on track. The FRA recently sent the city an email to confirm the city had the match and was aware of changes to the contract language by the current administration. That information is attached. If the city council is comfortable agreeing to the new requirements spelled out in Executive Orders and in the attachments, then staff will continue to move forward with the FRA on this.

The city heard from MnDOT that it will provide the city with \$30,600 of the required \$57,400 as a partial matching grant under MnDOT's IJA matching grant program. The city will have to fund the balance, likely in the 2026 operating budget. The council will see two grant agreements, one from MnDOT and one from the FRA at a future council meeting.

The purpose of the grant request is to evaluate three crossings in the city and one in La Crescent Township. The four crossings include the county recycling site/dog park; the MnDOT/city crossing, Crest Precast; and the Industrial Drive south of town. The engineering level study, known as a Track I study, will look at potentially combining the MnDOT/city and Crest Precast crossings into one crossing. The study will also look at the other crossings for potential safety improvements including signals, median islands, and alarm bells.

If the city moves forward, the council will ultimately see two grant agreements, one from MnDOT and one from the FRA at a future council meeting. The city is required to solicit engineering firms through a competitive process.

Please let me know if you have any questions.

Attachments: MnDOT email awarding the grant
FRA attachments

CITY OF LACRESCENT

315 Main Street

P.O. BOX 142

La Crescent, MN 55947

P: (507) 895-2595

cityoflacscent-mn.gov

Growing from River to Ridge



THE SECRETARY OF TRANSPORTATION
WASHINGTON, DC 20590

April 24, 2025

To All Recipients of U.S. Department of Transportation Funding:

The U.S. Department of Transportation (Department or DOT) distributes substantial Federal financial assistance for thousands of projects, programs, and activities operated or initiated by diverse entities, including but not limited to State and local governments. The Department administers this Federal financial assistance to support the development and maintenance of the Nation's transportation infrastructure, pursuant to statutory authority and in accordance with binding contractual agreements in the form of Federal financial assistance agreements, usually grants, cooperative agreements, and loans. Accordingly, I write to clarify and reaffirm pertinent legal requirements, to outline the Department's expectations, and to provide a reminder of your responsibilities and the consequences of noncompliance with Federal law and the terms of your financial assistance agreements. It is the policy of the Department to award and to continue to provide Federal financial assistance only to those recipients who comply with their legal obligations.

As recipients of such DOT funds, you have entered into legally enforceable agreements with the United States Government and are obligated to comply fully with all applicable Federal laws and regulations. These laws and regulations include the United States Constitution, Federal statutes, applicable rules, and public policy requirements, including, among others, those protecting free speech and religious liberty and those prohibiting discrimination and enforcing controls on illegal immigration. As Secretary of Transportation, I am responsible for ensuring recipients of DOT financial assistance are aware of and comply with all applicable legal obligations.

The Equal Protection principles of the Constitution prohibit State and Federal governmental entities from discriminating on the basis of protected characteristics, including race. Indeed, as the Supreme Court declared in *Students for Fair Admission, Inc. v. Harvard (SFFA)*, 600 U.S. 181, 206 (2023), "[t]he clear and central purpose of the Fourteenth Amendment was to eliminate all official state sources of invidious racial discrimination in the States." The Court further noted that "[o]ne of the principal reasons race is treated as a forbidden classification is that it demeans the dignity and worth of a person to be judged by ancestry instead of by his or her own merit and essential qualities." *Id.* at 220. In ruling that race-based admissions programs at universities violated the Equal Protection Clause, the Court made clear that discrimination based on race is, has been, and will continue to be unlawful, except in rare circumstances. *Id.* at 220-21. Similarly, sex-based classifications violate the Equal Protection Clause absent "exceedingly persuasive" justification. See *United States v. Virginia*, 518 U.S. 515, 533 (1996).

These constitutional principles are reinforced by the Civil Rights Act of 1964, which prohibits discrimination based on protected characteristics in the Federal funding and employment contexts in Title VI (42 U.S.C. § 2000d *et seq.*) and Title VII (42 U.S.C. § 2000e-2), as well as the applicable non-discrimination clauses in the Federal Aid Highway Act of 1973 (23 U.S.C. §§ 140 and 324 *et seq.*), the Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*).

Based on binding Supreme Court precedent and these Federal laws, DOT is prohibited from discriminating based on race, color, national origin, sex, or religion in any of its programs or activities. Moreover, because DOT may not establish, induce, or endorse prohibited discrimination indirectly,¹ it must ensure that discrimination based on race, color, national origin, sex, or religion does not exist in the programs or activities it funds or financially assists.

These same principles apply to recipients of Federal financial assistance from DOT, as both a matter of Federal law and by virtue of contractual provisions governing receipt of DOT funding. Accordingly, DOT recipients are prohibited from engaging in discriminatory actions in their own policies, programs, and activities, including in administering contracts, and their employment practices.

Whether or not described in neutral terms, any policy, program, or activity that is premised on a prohibited classification, including discriminatory policies or practices designed to achieve so-called “diversity, equity, and inclusion,” or “DEI,” goals, presumptively violates Federal law. Recipients of DOT financial assistance must ensure that the personnel practices (including hiring, promotions, and terminations) within their organizations are merit-based and do not discriminate based on prohibited categories. Recipients are also precluded from allocating money received under DOT awards—such as through contracts or the provision of other benefits—based on suspect classifications. Any discriminatory actions in your policies, programs, and activities based on prohibited categories constitute a clear violation of Federal law and the terms of your grant agreements.

In addition, your legal obligations require cooperation generally with Federal authorities in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law. DOT has noted reported instances where some recipients of Federal financial assistance have declined to cooperate with ICE investigations, have issued driver’s licenses to individuals present in the United States in violation of Federal immigration law, or have otherwise acted in a manner that impedes Federal law enforcement. Such actions undermine Federal sovereignty in the enforcement of immigration law, compromise the safety and security of the transportation systems supported by DOT

¹ See *SFFA*, 600 U.S. at 230; *Norwood v. Harrison*, 413 U.S. 455, 465 (1973).

financial assistance, and prioritize illegal aliens over the safety and welfare of the American people whose Federal taxes fund DOT's financial assistance programs.

Under the Constitution, Federal law is "the supreme Law of the Land." U.S. Const. Art. VI. That means that where Federal and State legal requirements conflict, States and State entities must follow Federal law. Declining to cooperate with the enforcement of Federal immigration law or otherwise taking action intended to shield illegal aliens from ICE detection contravenes Federal law and may give rise to civil and criminal liability. *See* 8 U.S.C. § 1324 and 8 U.S.C. § 1373. Accordingly, DOT expects its recipients to comply with Federal law enforcement directives and to cooperate with Federal officials in the enforcement of Federal immigration law. The Department also expects its recipients to ensure that the Federal financial assistance they receive from DOT is provided only to subrecipients, businesses, or service providers that are U.S. Citizens or U.S. Nationals and Lawful Permanent Residents (LPRs) or legal entities allowed to do business in the U.S. and which do not employ illegal aliens.

This letter provides notice of the Department's existing interpretation of Federal law. The Department will vigorously enforce the law on equal terms as to all its recipients and intends to take appropriate measures to assess their compliance based on the interpretation of Federal law set forth in this letter. Adherence to your legal obligations is a prerequisite for receipt of DOT financial assistance. Noncompliance with applicable Federal laws, or failure to cooperate generally with Federal authorities in the enforcement of Federal law, will jeopardize your continued receipt of Federal financial assistance from DOT and could lead to a loss of Federal funding from DOT.

The Department retains authority, pursuant to its oversight responsibilities and the terms of your agreements, to initiate enforcement actions, such as comprehensive audits and possible recovery of funds expended in a manner contrary to the terms of the funding agreement. DOT may also terminate funding in response to substantiated breaches of the terms of the agreement, or if DOT determines that continued funding is no longer in the public interest. These steps, within DOT's discretion, are intended to ensure accountability and protect the integrity of Federal programs.

To assist grant recipients in meeting their legal obligations, DOT offers technical guidance and support through its program offices. Should you require clarification regarding your obligations, you are encouraged to contact your designated DOT representative promptly. Proactive engagement is strongly advised to prevent inadvertent noncompliance.

DOT remains committed to advancing a transportation system that serves the public interest efficiently and unleashes economic prosperity and a superior quality of life for American families. This mission depends upon your strict adherence to the legal framework governing our partnership, and I trust you will take all necessary steps to comply with Federal law and satisfy your legal obligations.

Sincerely,

A handwritten signature in dark ink, appearing to read "S.P. Duffy". The signature is fluid and cursive, with the first name "Sean" and last name "Duffy" clearly distinguishable.

Sean P. Duffy

Bill Waller

From: Borgstrom, Anna (DOT) <Anna.M.Borgstrom@state.mn.us>
Sent: Tuesday, April 22, 2025 11:24 AM
To: Larry Kirch; Alt, Meredith (DOT)
Cc: Christenson, Kelly (She/Her/Hers) (DOT); Miller, Matthew (DOT); Tyler Benish; Jacobsen, Michelle (DOT); Lodermeier, Melissa (DOT)
Subject: RE: FY2023/24 RCE Grant Program – City of La Crescent – La Crescent Rail Corridor Safety Improvements

Hi Larry,

I heard back from the IJJA team. This is their response:

- Because of the flurry of announced federal grants in January 2025, there were 14 requests for matching funds received in January totaling ~\$37,788,000
- Current remaining funds for the program equal \$20,174,000
- After a number of discussions with the program review committee, Chief Counsel, and executive leadership, there was general consensus and agreement to approve January requests on a pro-rated basis, consistent with the first come/first serve language in the program statute, the established process of treating all requests in a given month as one batch, and the flurry of federal awards announced within a very small timeline to accommodate as many eligible projects as able
- Based on this approach:
 - La Crescent applied for \$57,400 in matching funds
 - Of the total January requests, that's ~0.152%, so they are eligible to receive that same percentage of the available total
 - **That translates to \$30,645**
 - Consider this email as formal approval to proceed

Please reach out if you need anything further.

Anna Borgstrom

Office of Financial Management | Grant Support
Anna.M.Borgstrom@state.mn.us



From: Larry Kirch <lkirch@cityoflacrescent-mn.gov>
Sent: Friday, April 18, 2025 11:35 AM
To: Alt, Meredith (DOT) <Meredith.Alt@state.mn.us>; Borgstrom, Anna (DOT) <Anna.M.Borgstrom@state.mn.us>
Cc: Christenson, Kelly (She/Her/Hers) (DOT) <kelly.christenson@state.mn.us>; Miller, Matthew (DOT) <Matthew.2.Miller@state.mn.us>; Tyler Benish <tbenish@cityoflacrescent-mn.gov>
Subject: FW: FY2023/24 RCE Grant Program – City of La Crescent – La Crescent Rail Corridor Safety Improvements
Importance: High

Some people who received this message don't often get email from lkirch@cityoflacscent-mn.gov. [Learn why this is important](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Meredith, Anna,

We got notification that the FRA has a new project manager with all the "staff changes" and Adrian is the new PM for FRA. FRA is asking that we reply by next Tuesday. On the matching funds question, would we be able to find out if MnDOT might still have the matching grant program funds for this?

If not, we will have to fund it ourselves or perhaps ask CPKC for some contribution. With all the stories of contracts and grants getting cancelled, I wonder if we start this project and hire a firm to do the work with the possibility of the Feds simply saying they are cancelling the contract in the middle of the project.

Thanks, Larry

From: Diaz, Adrian (FRA) <Adrian.Diaz@dot.gov>

Sent: Friday, April 18, 2025 9:56 AM

To: Larry Kirch <lkirch@cityoflacscent-mn.gov>; Tyler Benish <tbenish@cityoflacscent-mn.gov>

Cc: Pidaparthi, Praveena (FRA) <praveena.pidaparthi@dot.gov>; Somerville, Kelsey (FRA) <kelsey.somerville@dot.gov>; FRA RRD54 Midwest <FRA_RRD54_Midwest@dot.gov>; Mielke, Matthew (FRA) <Matthew.Mielke@dot.gov>

Subject: FY2023/24 RCE Grant Program – City of La Crescent – La Crescent Rail Corridor Safety Improvements

Importance: High



U.S. Department of Transportation
Federal Railroad Administration

Dear Mr. Kirsch,

In an effort to advance your recent grant selection under **2023-2024** Railroad Crossing Elimination Program towards obligation, FRA is providing you with the attached documents for review. To help facilitate a timely advancement of your project towards obligation, FRA is requesting that you review and provide your concurrence **by April 22, 2025**. FRA anticipates processing awards as they are received and encourages project sponsors to provide concurrence on the attached documents as soon as possible. FRA has prepared the attached documents based on information your application materials. At this time, you should only identify substantive edits that would prevent you from executing the agreement as drafted. Non-substantive edits and comments may not be accepted. FRA will continue to hold project meetings with your team as this project advances towards obligation.

As part of your review of the attached documents, please provide the following information is accurate and up to date prior to submitting your concurrence to FRA:

- 1) A statement verifying that the project has the matching funds needed to complete the project.

- 2) A statement verifying the project Authorized Representative and POC has an active GrantSolutions account. If not; Complete the Attached Pre-Populated Grant Solutions Request Forms for the Authorized Representative and Point of Contact
- 3) A statement verifying all relevant certifications for SAM.gov are up to date, and the registration is active.
- 4) A statement verifying the recipient has reviewed Attachments 1-2 and the Exhibits.

If you have any questions, please do not hesitate to contact my supervisor Praveena Pidaparthi, or myself. My contact information is listed at the bottom of this email. We look forward to expeditiously advancing your project, as a reminder please respond **NLT April 22, 2025**.

Sincerely,

Adrian Diaz

Project Manager | Midwest Region (RRD-54)
Regional Outreach and Project Delivery
Office of Railroad Development

Federal Railroad Administration
202-913-3840 (Work) | adrian.diaz@dot.gov

OFFICE OF REGIONAL OUTREACH & PROJECT DELIVERY





Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: ~~October 1st, 2024~~ April 16, 2025

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 C.F.R. part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

- (a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.
- (b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.
- (c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.
- (d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.



(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.

ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;



- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.



(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 C.F.R. § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 C.F.R. § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.



5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.



5.5 Project Cost Savings

- (a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).
- (b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.
- (c) In this Agreement, “**Project Cost Savings**” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.
- (d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:
 - (1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and
 - (2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.
- (e) In this Agreement, “**Federal Share**” means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.
- (f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA



accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 C.F.R. § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 C.F.R. § 200.303 (Internal Controls) and 2 C.F.R. part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 C.F.R. § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>



7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA²; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 C.F.R. § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

- (a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:
 - (1) explains the noncompliance;
 - (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
 - (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and



(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 C.F.R. §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 C.F.R. § 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 C.F.R. part 200, including 2 C.F.R. §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.

(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 C.F.R. §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

(a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

- (b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

- (a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:
- (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 C.F.R. §200.332(e).
- (c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 C.F.R. § 200.334.
- (d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 C.F.R. §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

- (a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.
- (b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 C.F.R. §§ 200.302–200.307 and 2 C.F.R. part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.
- (c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:
- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
 - (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 C.F.R. §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 C.F.R. § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 C.F.R. § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(d) Under 2 C.F.R. § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders f under this award.



12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321 (Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms).

12.3 Engineering and Design Services [Reserved]

12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

- (a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 C.F.R. § 200.1.
- (b) The Recipient will report any subaward obligation of \$30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.
- (c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. ~~The Recipient will document its consideration of Local Hiring Preference for Construction Jobs related to the Project in Article 11 of Attachment 2 of this Agreement.~~ For additional information, see <https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses

for procurements with non-Federal funds in compliance with 2 C.F.R. § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 C.F.R. §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 C.F.R. part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

- (a) The Recipient will not charge to this award costs that are incurred after the budget period.
- (b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.
- (c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 C.F.R. § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

(a) Reimbursement is the payment method, unless otherwise approved by FRA.

(b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

(a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.

(b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

(a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.

(b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.

(c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 C.F.R. §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 C.F.R. part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 C.F.R. part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 C.F.R. part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. part 24.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.

14.5 Real Property Disposition

In accordance with 2 C.F.R. § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 C.F.R. §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

- (1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;
- (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
- (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 C.F.R. § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 C.F.R. §200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. §§ 200.313–200.316 and 2 C.F.R. § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.



ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: ~~CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE~~[RESERVED]

~~16.1 Climate Change and Environmental Justice~~

~~Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), the Recipient will document its consideration of climate change and environmental justice impacts of the Project in Article 9 of Attachment 2 of this Agreement.~~

ARTICLE 17: ~~RACIAL EQUITY AND BARRIERS TO OPPORTUNITY~~[RESERVED]

~~17.1 Racial Equity and Barriers to Opportunity~~

~~Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), the Recipient will document its activities related to the Project to improve racial equity and reduce barriers to opportunity in Article 10 of Attachment 2 of this Agreement.~~



ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

~~Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021) (IIJA), the~~ The Recipient will document its consideration of job quality and labor rights, standards, and protections related to the Project in Article 119 of Attachment 2 of this Agreement.

~~18.2 OFCCP Mega Construction Project Program~~

~~If the total eligible Project costs listed in Attachment 2 of this Agreement are greater than \$35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.~~

ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

(a) Consistent with ~~Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and~~ the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:

- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
- (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
- (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
- (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
- (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.



ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 C.F.R. § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

(a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.



20.4 History of Performance

Under 2 C.F.R. § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. ~~§ part 175.15(b)~~: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

- (a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.
- (b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.
- (c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

- (a) Except as authorized by law or under 23 C.F.R. § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.
- (b) The Recipient acknowledges that:
 - (1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and



(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 C.F.R. § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 C.F.R. §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential

Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 Bipartisan Infrastructure Law Signage Guidelines

For projects funded by the Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), the Recipient will ensure:

(a) signage is designed consistent with the guidelines and design specifications available at <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America->



~~Brand-Guide.pdf. Signs should include the official Investing in America logo and identify the project as "funded by President Biden's Bipartisan Infrastructure Law."~~

~~(b) signage displays the FRA logo and the Recipient logo, if any, along with the official Investing in America logo. The FRA logo should not be displayed in a manner that implies FRA itself is conducting the project.~~

~~(c) where applicable, the signage includes the project name (e.g., [Name of] Project funded by President Biden's Bipartisan Infrastructure Law.)~~

~~(d) the sign is placed at construction sites where it is clearly visible near the location of work and that the sign is maintained in good condition throughout the construction period.~~

~~(e) signs on equipment are placed in an easily visible location and maintained in good condition~~

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 C.F.R. Part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

(a) Agreement Cover Sheet

- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 C.F.R. § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.

“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.



“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 C.F.R. § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable- and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts

that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) **Railroad Agreements.** In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) **Labor Protective Arrangements.** In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) **Davis-Bacon and Related Acts Provisions.** In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) **Replacement of Existing Intercity Passenger Rail Service.** If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) **Operator Limitation.** Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).
- (3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.
- (4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In

accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.



(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor;



and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;

- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, “infrastructure project” has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that



it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 C.F.R. § 184.3.

(4) for all projects, the Recipient should under 2 C.F.R. § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to

reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) **Railroad Agreements.** In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) **Labor Protective Arrangements.** In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) **Davis-Bacon and Related Acts Provisions.** In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) **Replacement of Existing Intercity Passenger Rail Service.** If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) **Northeast Corridor Cost Allocation.** For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).



(i) **Interest and Financing Costs.** Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

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U.S. Department of Transportation
Federal Railroad Administration

Exhibits

Revision Date: April 16, 2025

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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

- a. Davis-Bacon Act – 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act – 29 U.S.C. § 201 et seq.
- c. Hatch Act – 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 (Section 106) – 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501-312508
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Clean Water Act, as amended – 33 U.S.C. § 1251 et seq.
- j. Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536 et seq.
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, as amended – P.L. 95-341
- o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. §§ 290dd–290dd-2
- p. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151 et seq.
- q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42, Section 403 – 42 U.S.C. § 8373
- r. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701 et seq.
- s. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
- t. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321 et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- v. Single Audit Act of 1984 – 31 U.S.C. § 7501 et seq.
- w. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101 et seq.
- x. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- y. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
- z. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.
- aa. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- bb. Freedom of Information Act, as amended – 5 U.S.C. § 552
- cc. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- dd. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- ee. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and



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- hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f–300j-26
- kk. The Wilderness Act – 16 U.S.C. §§ 1131-1136
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- mm. Migratory Bird Treaty Act – 16 U.S.C. § 703 et seq.
- nn. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by Section 6202 of Public Law 110-252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- qq. Efficient Environmental Reviews – 23 U.S.C. § 139
- rr. Grant Conditions – 49 U.S.C. § 22905
- ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

GENERAL FEDERAL REGULATIONS

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –



Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21

- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.



EXHIBIT B: ADDITIONAL STANDARD TERMS

EXHIBIT B.1: TITLE VI ASSURANCES**TITLE VI ASSURANCE**
Implementing Title VI of the Civil Rights Act of 1964, as amended**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)**Standard Title VI/Non-Discrimination Assurances****DOT Order No. 1050.2A**

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:



- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or



FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).



EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust



statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification – Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more – 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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 proposal.



EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by Sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee’s status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After



such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) **Notice & Selection of Arbitrator.** Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.



(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) Implementation. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.



(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) **Prior Agreement.** The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) **Exception.** Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) **Furloughed Employees.** The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) **Reimbursement.** A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) **Home Sale for Less Than Fair Market Value.** If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) **Election to Receive Closing Costs.** The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include



the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).



6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) **Monthly Dismissal Allowance Calculation.** The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) **Submission of Claim.** A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) **Reduction or Suspension of Dismissal Allowance.** If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) **Early Termination.** The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor



organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.



U.S. Department of Transportation
Federal Railroad Administration

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

Attachment 2

PROJECT-SPECIFIC
TERMS AND CONDITIONS

Version Date: April 16, 2025

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the City of La Crescent (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Railroad Crossing Elimination Program grant for the La Crescent Rail Corridor Safety Improvements (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Fiscal Year 2023-2024 Notice of Funding Opportunity that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, January 11, 2023 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. The information the Recipient provided to FRA, including in the Application, demonstrates this award is not for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: La Crescent Rail Corridor Safety Improvements

Application Date: September 23, 2024

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the Railroad Crossing Elimination program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

Following the acquisition of Kansas City Southern by Canadian Pacific Railroad, the rail line south of La Crescent has seen increased traffic, although there has benefited regional and national commerce, it has increased safety and traffic concerns at four (4) impacted at-grade crossings. This project will allow the City to identify which of the at-grade crossings can be closed and safety strategies that can be implemented at the other three (3). Through this Project will allow the City to create a feasible plan to allow for safety improvements at one or multiple at grade crossings, which will reduce rail incidents, and improve safety.

4.2 Project Location

The project is in the far southeast corner of Minnesota in Houston County, within the boundaries of City of La Crescent within the 1st congressional district of Minnesota. The project is south of Interstate 90 and accessed via U.S. Highways 14/61, which is the Great River Road National Scenic Byway. The project area includes rail line on the CPKC Marquette Subdivision from Milepost (MP) 0159.040 to MP 0159.74.

US DOT Crossing Inventory	Street	Latitude Coordinates	Longitude Coordinates	Ownership
376252R	Main Street	43.826443	-91.301718	Public
376250C	Unnamed	43.824566	-91.302688	Public
376249H	Unnamed	43.822158	-91.303933	Private
376248B	Industrial Drive	43.815923	-91.304758	Private

Commented [AD1]: @Recipient: Review the grade crossing information, street, coordinates, and ownership. Aside from the street names, the information was pulled from the application.



Figure 1, above, map of the general project location.

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Minnesota Department of Transportation (funding partner)
- CPKCR (railroad owner, funding partner)
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- participate in a Project kickoff meeting with FRA following award;
- complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- hold regularly scheduled Project meetings with FRA;
- inspect and approve work as it is completed; and
- participate in other coordination, as needed.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2, but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2, but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Project Planning

The Recipient will not commence work on Task 2: Project Planning until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed with Project Planning.

The Recipient will conduct technical analysis, stakeholder outreach, and other project planning activities, and prepare a Project Planning Package as detailed in the PMP. The Project Planning Package will be consistent with the objectives of the Project Planning Lifecycle Stage identified in the FRA Guidance on Development and Implementation of Railroad Capital Projects (January 11, 2023). The Project Planning Package will include all information described in the PMP. FRA will review the Planning Package for acceptance. Information and activities necessary to perform and complete the required Project Planning Package will be included in the approved PMP.

Task 2 Deliverables:

Deliverable ID	Deliverable Name
2	Project Planning Package

4.4 Implement Required Environmental Commitments

None.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: August 31, 2025

Period of Performance End Date: August 31, 2025

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Project Management Plan Completion	August 31, 2025
Project Planning Package	February 28, 2027

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$229,600

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute: Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. 22909

Appropriation: Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$287,000

FRA will contribute a maximum of 80 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$57,400 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash contribution of \$57,400.

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	\$0	\$0	\$0
2	Project Planning	\$229,600	\$57,400	\$287,000
Total		\$229,600	\$57,400	Total Project Cost: \$287,000

Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$229,600	80%
Agreement Federal Funds	\$229,600	80%
FRA RCE	\$229,600	80%
Agreement Non-Federal Funds	\$57,400	20%
City of La Crescent	\$57,400	20%

6.6 Pre-Award Costs

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

6.7 Phased Funding Agreement

Not applicable.

Commented [AD2]: @Recipient: Please specify if the City is going to be making an in-kind contribution as a part of its local match. Line 3, shows that it is \$57,400 (not in kind) and the federal award of \$229,600.

III. Grant Funds, Sources and Uses of Project Funds

USES AND SOURCES OF FUNDS						
Task No.	\$ Non-Fed	Percent	\$ RCE request	Percent	Total \$	Notes
1 Grant Contract Finalization - RFP/RFP Solicitation	\$5,000	100			\$5,000	City in-kind
2 Consultant Contract Negotiation/City Council Award (City Attorney Fees)	\$2,500	100			\$2,500	City in-kind
3 Consultant contract (not to exceed) see scope and cost estimate in Appendix I	\$57,400	20	\$229,600	80	\$287,000	
4 Project / Grants Administration	\$25,000	100			\$25,000	City in-kind
5 Contingency (N/A - Contract will be fixed fee)						
Total Project Costs	\$89,000	28	\$229,600	72	\$319,500	
Federal RCE Funding Requested	\$229,600					
Total Non-Federal Match	\$89,000					
Non-Federal Funding (Private Sector)	TBD					
Non-Federal Funding (Local)	\$89,000					
Other Committed Federal Funding	N/A					
Other Pending Federal Funds Requests	N/A					

Commented [AD3]: @Recipient: Please review the approved project budget by task. The project's federal match is \$229,600, the local match is \$57,400, and the total is \$287k.

Please review the values inputted and revise as necessary, ensuring that they all add up to the above referenced totals.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
<i>Eliminating Crossing(s) and/or making corridor-wide improvements</i>	To create a feasible plan to allow for safety improvements at one or multiple at grade crossings, which will reduce rail incidents.	Establish crossing safety improvement alternatives	Prioritization or Preferred Option for crossing safety improvement(s).	Pre-Project (Baseline) Performance as of January 1, 2022: No existing plan for the Corridor	Frequency: One-Time
				Expected Post-Project Performance: Preferred Option for each crossing.	Duration: At Project Completion
				Expected Post-Project Performance: Yes; document/deliverables completed	Duration: One time

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, and related regulatory requirements, on April 16, 2025, FRA determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3 are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116(c)(3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)

	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below. (Identify the relevant actions in the supporting narrative below.)
X	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

N/A

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#3.13



MEMORANDUM

TO: Mayor, City Council
FROM: Larry Kirch, Community Development Director
DATE: May 12, 2025
SUBJECT: 2026 Capital Budget Request (State Bonding)

The Minnesota Management and Budget department has opened the 2026 Capital Budget Request process to local units of government. Applications are due to the state by June 13th 2025 and require a resolution by the City Council as part of the submittal. The city is requesting to submit the La Crescent Community Ice Arena R-22 ice system replacement and solar installation project. Information directly from the State Management and Budget memo is below:

Eligible capital projects include those that:

- Address life and safety issues
- Preserve existing infrastructure and repair existing facilities before starting new projects
- **Are proposed following community engagement**
- Aid in making Minnesota the best state in the country for kids to grow up
- Address and undo historical and systemic disparities and inequities, including those based on race, gender, veterans' status, geography, and economic status
- Provide at least a 50% local match
- Have a local resolution of support from the governing body
- Integrate climate preparedness and/or clean energy

Key Dates	Deadline
June 13, 2025	All local unit of government requests are due to MMB through CBS.
July 15, 2025	MMB submits all local unit of government requests and preliminary state agency requests to the Legislature.
October 17, 2025	Final edits to local government requests are due to MMB. After June 15th, send any edits or updates to MMB's Capital Budget Outreach & Analysis Specialist, Amanda.Burckhardt@state.mn.us
January 15, 2026	Governor Walz submits his 2026 Capital Budget Recommendations to the Legislature and MMB publishes all requests.

Approval of the attached resolution is recommended. It is also recommended that the city hold a community engagement meeting for the purpose of providing information to the public and to gather community input about the project.

CITY OF LACRESCENT
315 Main Street
P.O. BOX 142
La Crescent, MN 55947
P: (507) 895-2595
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Growing from River to Ridge

RESOLUTION NO. 05-25-16

**A RESOLUTION SUPPORTING THE 2025 CAPITAL PROJECT REQUEST TO THE
STATE OF MINNESOTA AS PRIORITY FOR THE CITY OF LA CRESCENT AND
AUTHORIZING STAFF TO PURSUE FUNDING FOR THE LA CRESCENT
COMMUNITY ICE ARENA**

WHEREAS, the city received an Ice System Evaluation Study for the La Crescent Community Ice Arena in 2023 which reported that the 28-year-old ice system is beyond its useful life; and

WHEREAS, there is wide community support for the La Crescent Community Ice Arena which operates for 8 ½ months per year and there is a community support to extend the season to 11 months; and

WHEREAS, the ice system improvements to the La Crescent Community Ice Arena will extend the life and function of the ice system for an additional 25 years which will improve its operations, efficiency and environmental stewardship; and

WHEREAS, the project will promote clean energy as the project includes installation of a solar array on the roof of the ice arena; and

WHEREAS, investments in Southeast Minnesota in this project will result in benefits to the state, the region and residents of the City of La Crescent as well as to non-resident visitors and businesses; and

WHEREAS, the State's process for capital investment projects is underway this spring and will continue into the fall and 2026 legislative session.

IT IS RESOLVED, by the City Council of the City of La Crescent that the Capital Budget Bonding Bill priority for 2026 is the La Crescent Community Ice Arena R-22 Ice System Replacement and solar array project.

IT IS FURTHER RESOLVED, that the city submit the project for consideration by the Governor and that the city will fund the required 50 percent match with several funding sources including funds from the Lancer Youth Hockey Association, Tax Abatement Bonds and other funds as necessary.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to proceed with the State's 2026 Capital Budget request process.

ADOPTED this 12th day of May, 2025.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.14



MEMORANDUM

TO: Mayor, City Council Members

FROM: Larry Kirch, Community Development Director

DATE: May 12, 2025

SUBJECT: Blandin Foundation - Indigenous History Project – Call for Indigenous Artists

The city continues to work with a Project Resource Committee on the Indigenous History Project. The latest activity is the issuance of a "Call for Indigenous Artists" for the Overlook Plaza site. The city has been working for nearly two years on this project. The city first engaged the Mississippi Valley Archeology Center at UW-La Crosse which helped foster relationships with members of the Ho-Chunk Nation that are focused on Tribal Historic Preservation. This was followed with having conversations with La Crescent residents, Linda Rieder and Rob Rieder as the project started.

The city worked with the University of Minnesota and its Resilient Communities Project on two student projects which provided a total of four reports. The city was invited to several events by the Ho-Chunk Nation as the project grew including the Founder's Day event, the mayor paddling a dugout canoe, participation in Indigenous Peoples Day (with an invitation to participate next year), and inviting a youth group to visit the city and Apple Blossom Park, Overlook Plaza and Skunk Hollow. The Project Resource Committee now has grown to include 19 Indigenous people along with the Mayor, Council Member O'Donnell Ebner, and representatives from the Historical Society. Please note that the Blandin Foundation has given the city a second grant extension until September 1, 2026.

The schedule for selecting an artist or artist team is as follows:

Timeline	Activity
April 11, 2025	Issue Call to Artists
May 16, 2025	Deadline for questions
May 13 th 10:00 a.m. (CDT)	Virtual Meeting
May 26, 2025	Deadline for submissions
June 2-13, 2025	Assessment Committee and Interviews (optional)
August 1, 2025	Artwork proposal from selected Artist
August 12, 2025	Selected Artist contract signed
August 12, 2025 – February 28, 2026	Work with Minnesota Design Center on plaza design
On or before May 31, 2026	Artwork completed and delivered to the city
August 31, 2026	Artwork installation no later than August 31, 2026

Attachment: Call for Indigenous Artists, Email from Honoring Dakota Project

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Growing from River to Ridge



City of La Crescent, MN
315 Main Street
La Crescent, MN 55947-1158

Call for Indigenous Artists: Public Art Installation Overlook Plaza Project

To Acknowledge and to Celebrate: Indigenous Placemaking on Hoocak (Ho Chunk) and Dakota Homelands.

The City of La Crescent was built on the homelands of Indigenous people, including the Hoocak (Ho Chunk) and Dakota. Those Indigenous people, their history and their presence today are largely invisible in the community. Public spaces throughout the city can be one tool to recognize Indigenous peoples as past, present, and future stewards of the land. Public spaces can also serve as a starting point for a deeper understanding of Indigenous history and acknowledging the ongoing presence of Indigenous peoples in this region.

"The indigenous peoples, not just the Dakota or the Hoocak, but the Dakota and Hoocak and Sac and Fox peoples were all in this area. While they traded with each other, intermarried with each other, fought with each other, these are very distinct groups of people. There isn't some monolithic group that this place is important to. Recognizing that is one aspect of success" (anonymous interview, 2024).

"If you look, you will see the systemic erasure of our history and of our importance in the area. In white culture, there always has to be a first—the first people that settled in La Crescent, the first house built. That is what is emphasized in white culture. Then what about us? ... Our information isn't being taught in the schools, and it's why it was okay for those mounds to be razed" (anonymous interview, 2024).

"This is where we are now, we have to acknowledge what has happened, we can't change it, but we don't have to keep dragging it with us like a giant sack of rocks on our backs... It's important to include contemporary views but to make it a place where people want to come and learn and walk away with a positive feeling about the land, about the river, about the people instead of walking away with all doom and gloom" (anonymous interview, 2024).

Issue Date: April 11, 2025

Amended April 23, 2025

Deadline for questions extended to May 16th

Virtual Q&A Meeting 10:00 a.m. May 13th

Contact lkirch@cityoflacsrescen-mn.gov for questions or meeting link

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Call for Indigenous Artists: Overlook Plaza Project

1. PUBLIC ART OPPORTUNITY

The city invites Indigenous artists and Indigenous artist-led teams from ~~all the following tribal communities who lived, currently live or were exiled from what is now Minnesota. Any omission of any Indigenous tribal community in the previous version of this Call for Indigenous Artists was unintentional. The goal of this project from its inception has been to be as inclusive as possible and to create goodwill and to acknowledge that La Crescent sits on lands inhabited for millennia by Indigenous people. The city's objective has been to begin to attempt to correct the wrongs of the past, not to create new ones.~~ To submit an expression of interest to create site-specific original artwork for a permanent exterior public art installation at Overlook Plaza, in La Crescent, MN:

~~This Call for Indigenous Artists is open to all Ho-Chunk, Dakota, Meskwaki, and Ojibwe artist(s) and any other enrolled artist/teams that has ties to Minnesota, Wisconsin, Iowa, North Dakota, South Dakota, Nebraska, Oklahoma, Kansas, Illinois and Montana. Prairie Island Indian Community, Lower Sioux Indian Community, Upper Sioux Community, Shakopee Mdewakanton Sioux Community, Flandreau Santee Sioux Tribe, Ho-Chunk Nation, Winnebago Tribe of Nebraska, Iowa Tribe of Oklahoma, Iowa Tribe of Kansas and Nebraska, Meskwaki Nation (Sac and Fox), Kaw Nation, Ojibwe-Missouri Tribe of Indians and the Crow Tribe of Montana.~~

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This first Indigenous History Public Art and Education project initiative by the city is meant to honor and reflect on the fortitude and resilience of the Indigenous people with connections to this region and may incorporate the use of languages, traditional teachings, symbols, and other cultural elements. The city welcomes concept proposals that help initiate awareness and understanding of the shared love of this unique place and the common bond it creates for those Indigenous people and the current and future residents of the City of La Crescent, Southeast Minnesota, and the Mississippi River Valley.

2. LAND ACKNOWLEDGEMENT

The City of La Crescent acknowledges that the land we work, play, and make our homes on are unceded lands that were cared for by Indigenous people for millennia. The greenspace currently being described as Overlook Plaza is on land that holds the hearts, footsteps and spirits of the Ho-Chunk, Dakota, Fox and Sac people and their relatives. We seek to honor the values, traditional teachings, and contributions of all Indigenous people with a special connection to this region. We also seek to recognize the hardship, exploitation, forcible removal and historical inequities experienced by these tribal nations. Despite these hardships, our Indigenous community members are still here. The city commits to being part of the learning and healing needed to build reciprocal and long-lasting trusted relationships. *(This draft Land Acknowledgement Statement is solely for the purpose of this Call to Artists and has not been formally adopted by the City of La Crescent. and is expected to undergo revisions and updates as we work together with our Indigenous partners.)*



3. LA CRESCENT, MINNESOTA

La Crescent, Minnesota is located in far southeast Minnesota along the Mississippi River and is the largest community in Houston County with a population of 5,276. La Crescent is nestled between the Mississippi River and the dramatic and picturesque bluffs often referred to as the Driftless Region. La Crescent is a vibrant, dynamic community and boasts a mix of residential, open space, wetlands, bluffs, commerce, and industry that make it a great place to live, work and raise a family. La Crescent, known as the Apple Capital of Minnesota, is part of the larger La Crosse, WI/La Crescent, MN metropolitan area. La Crescent has plenty of recreation and leisure options, including a growing trail system which connects many of our neighborhoods and parks. The City sets a high priority on preserving our greenspaces in a way that is sustainable for generations to come and welcomes residents and visitors to enjoy all that nature has to offer. We are just beginning to learn about the importance some of these spaces hold to our Indigenous partners.

4. PROJECT BACKGROUND

The City of La Crescent received a Blandin Foundation grant through their Boost Grant program. The grant request noted the city desires to educate residents and visitors and celebrate our rich Indigenous history and culture by installing public art, monuments, kiosks, seating, and native plantings at the city's proposed Overlook Plaza in downtown La Crescent. Overlook Plaza is a greenspace located in the core of the city at the terminus of the new Wagon Wheel Trail bicycle/pedestrian connector bridge over U.S. Highway 14/61.

Downtown La Crescent was the site of an Indigenous village, located on a terrace of the Mississippi River, yet very little written knowledge of this village exists other than one archaeological report. It has become evident that the city is missing an important part of our history prior to white settlement. The Overlook Plaza area provides a prime location to feature the history, stories, and culture of the Indigenous people who called this part of the Driftless Region home and who continue to have a strong connection to this place.

This project will build on the Neutral Ground history project by the La Crescent Historical Society and the Minnesota Historical Society that highlighted the 1832 Land Survey delineating a boundary the United States Government created between tribes. These seemingly arbitrary boundaries held no meaning to the tribal nations that lived in this region. The Neutral Ground essentially became the first "reservation" the Ho-Chunk people were forcibly removed to when they were forced from their lands east of the Mississippi River. Ho-Chunk were then forced from the Neutral Ground to multiple other locations, but they kept coming back to this area of the Mississippi River Valley. Likewise, the Dakota and other tribal nations have their own rich history and connection to this area.



Call for Indigenous Artists: Overlook Plaza Project

Overlook Plaza is envisioned to become the "first in a series" of focal points that celebrate the Indigenous peoples who called and still call this region home. We need to look beyond traditional written history to tell the stories of the challenges these people faced and the resilience it took to still have a presence here today. The purpose of this project is to honor, celebrate, and communicate the accurate story to a wide audience of students, residents and visitors.

5. BLANDIN FOUNDATION GRANT - ACTIVITIES

With the receipt of the Blandin Foundation grant, the city matched the grant with city dollars. The city entered into an agreement with the Mississippi Valley Archaeology Center at the University of Wisconsin-La Crosse, regional experts in the archaeology of western Wisconsin and southeast Minnesota. The city then sought collaboration with the University of Minnesota as part of a Resilient Communities Project (RCP) partnership. RCP is a program at the University of Minnesota's Center for Urban and Regional Affairs (CURA) that connects University faculty and students with local government agencies in Minnesota to address strategic projects that advance local resilience, equity, and sustainability.

The city has had two successful engagements with the RCP that included a Capstone Class of three Masters of Urban Planning students in the spring of 2024. This was followed in the summer of 2024 with two graduate students continuing research in three areas: 1) conducting additional interviews of indigenous residents, 2) case study interviews with staff in a city and a county that have installed public art projects, and 3) local community engagement to continue to gather design considerations using the Placett! tool.

For a more complete understanding of this endeavor, we strongly recommend reading the following reports to learn more about the efforts undertaken to date to learn and establish relationships before moving forward with designing the space: [Indigenous History Project](#)

To Acknowledge and to Celebrate: Indigenous Placemaking on Hoocak and Dakota Homelands

Indigenous History for Overlook Plaza: Engagement Best Practices and Design Ideas

"When you think about it, there is quite a bit of difference between partners and advisors, even when they are working together for the same goal. When you have a collaboration of partners, there is better buy-in for all groups. Where opinion is asked for, that opinion is kept in a higher regard between partners versus an advisor coming in and saying something" (anonymous interview, 2024).

This project would not be possible if not for the relationships that Mayor Mikel Poellinger and Council Member Teresa O'Donnell-Ebner have with Ho-Chunk Nation members who live in the La Crescent area. These relationships have been expanded and strengthened by the creation of the



Indigenous History Project Resource Committee and by the city's continued outreach and interaction with the region's tribal nations.

6. GUIDING PRINCIPLES

One of the key accomplishments of the RCP projects was the development of Guiding Principles to be applied to our ongoing work with Indigenous residents and tribal nations in integrating indigenous history and culture into community spaces. These principles were developed over the course of months through a series of meetings and interviews, primarily with native residents living in the La Crescent area. These principles are informed by research of similar partnerships with native organizations. Additionally, research into land acknowledgements and native history projects in the region helped highlight important guidance and frameworks. While these Guiding Principles are intended to be constantly evolving, the principles set forth in APPENDIX I are the current version created by the student team and presented to the La Crescent Indigenous History Project Resource Committee at their May 2, 2024 meeting.

7. LOCATION

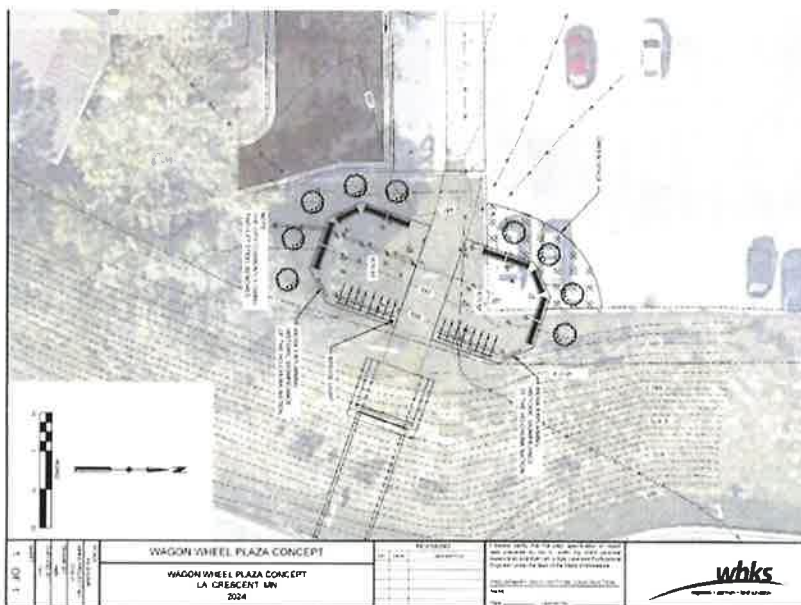
The project site is located in downtown La Crescent at the east end of South 1st Street. The site is currently a mix of asphalt, concrete and grass and will be transformed by this project to include the artists' and community's vision and goals for this site. The plan calls for asphalt removal on the north side of the sidewalk in order for the site to have some symmetry with the grass area on the south of the sidewalk. The grass area could be used for native plantings and pollinator-friendly plants. The site is immediately west of the Wagon Wheel Trail Bicycle-Pedestrian Bridge at the intersection of two endpoints—the end of South 1st Street and the terminus of the pedestrian bridge over U.S. Highway 14/61—the Overlook Plaza is positioned as a gateway and gathering point. It serves as the start of the Wagon Wheel trail, a paved bicycle-pedestrian trail connecting La Crescent to La Crosse, Wisconsin, and connecting the city's downtown to the surrounding natural landscape.



Call for Indigenous Artists: Overlook Plaza Project



1. "Overlook Plaza" La Crescent, MN



2. Site Map Sketch



Call for Indigenous Artists: Overlook Plaza Project



3. Site Context



Visit to the Overlook Plaza in La Crescent and learned about the mounds that were razed to make way for the highway and the city to be built. The City of La Crescent and University of Minnesota asked us to provide input to revise the Overlook Plaza to incorporate Hoocak culture. WE'RE STILL HERE!!!



4. Youth Group Site Visit

8. PROJECT SCOPE



Call for Indigenous Artists: Overlook Plaza Project

Key Design Elements from Placett! Workshops: Please refer to APPENDIX II for design elements and themes that were developed from a Placett! workshop in the summer of 2024 with 24 community members participating. Additionally, the *Indigenous History for Overlook Plaza: Engagement Best Practices and Design Ideas* report provides further background on the foundations of this project.

Visual Art: The selected artist or artist team will create one or more visual art pieces that will invite residents and visitors to be drawn in and to linger and learn through the supplemental use of information kiosks, seating areas, landscaping, and natural or art-based screening of the highway.

Technology: The selected artist or artist team will consider that this project is not static in time and can be enhanced, expanded and improved over time. The project will consider the use of QR codes where stories can be created using written and audio files which can be updated over time. The project may also consider the possible use of augmented reality to further enhance the viewers' experience.

Appropriate Naming of the Site: The city has a non-descript and temporary name for the site known as "Overlook Plaza." However, the city recognizes that a more meaningful and appropriate name should be given to the site that signifies the importance of this place for the Indigenous community. The artist or artist team may offer and present a name for the site that reflects the Indigenous perspective of the site, the setting, and the art installation. The city may use community collaboration to further develop an appropriate site name.

Collaboration: The artist or artist team will be working with the city and the Minnesota Design Center ([Minnesota Design Center \(MDC\) | College of Design](#)) on the final design for the Overlook Plaza site that may include a native healing garden, plantings for pollinators, seating and contemplation area, visual public art, natural or art-based screening of the highway, and amenities (such as shade, drinking water fountain and considerations for bicyclists and walkers).

Artist Engagement during the project: The artist(s) will be actively engaged during the entire process from concept design to final design of the site and will be present during the installation and opening ceremony. The city and its engineer will oversee the construction process and installation of the art, garden, and site work.

The Award: A commission for the artist(s) selected will be negotiated to support their work.

Project Intent: The location for the public art is at the Overlook Plaza site. The vision for this project is for a signature sculpture and/or other artistic medium of exceptional quality and enduring value located in this prominent public space. This site specific art work should:

- Enhance the bike/pedestrian bridge landing area with a distinctive, aesthetic experience



Call for Indigenous Artists: Overlook Plaza Project

both highly visible and welcoming to all who visit.

- Highlight the importance of the site and area and provide a recognizable identity for the culture, history and resilience of the region's Indigenous people.
- Be an original art piece appropriate for the installation to stand up to vandalism, graffiti, weather, etc. and be adequately and safely displayed and secured.
- Consider site limitations. Ground space on the site is limited and will require the selected artist(s) to consider the site's limitations and the art element placement as determined by the artist(s) and the Minnesota Design Center. The design of the artwork may be free-standing.
- Create a signature presence that provides excitement and interest for the community as a whole.
- Create curiosity, in young and old alike, to learn more about the history, culture, and ongoing presence of the Indigenous people of the region.

9. ELIGIBILITY

This Call to Artists is open to any established Indigenous professional artist and Indigenous artist-led team who has a strong connection to the area as one of the above listed tribal communities. Please describe this connection in the letter of interest. Because of the ties and presence of multiple Indigenous communities with the La Crescent area, the city encourages collaboration amongst the listed tribal communities on the first page of this Call for Indigenous Artists. Artists and artist teams may be asked to collaborate with one or more tribal communities. Only professional artists with reviewable portfolios are eligible to apply, e.g., prior participation in one or more juried art competitions/shows, artistic exhibitions, public installations, gallery representation, etc.

A professional artist is defined as someone who:

- ✓ has specialized artistic training, not necessarily in academic institutions.
- ✓ is recognized as a professional by their peers (artists working in the same artistic tradition).
- ✓ is active in and committed to their art practice.
- ✓ has a history of public exhibitions.
- ✓ has produced an independent body of work.

10. BUDGET

The city has \$69,000 available, inclusive of any applicable tax, and includes, but is not limited to, artist stipends, artist fees, materials, supplies, fabrication, insurance, overhead, shipping and delivery, and travel expenses.

11. SUBMISSION GUIDELINES & DEADLINES



Call for Indigenous Artists: Overlook Plaza Project

One full application (that can be duplicated for committee review) must be sent to the city by USPS mail/ground courier. Applications must include the following:

Artist Information & statement -	- Legal name - Preferred name (if different from legal name) - Pronouns (optional) - Address (Street, City/Town, Province, Postal Code) - Phone number - Email address - Website (if applicable) - Tribal affiliation - statement of status as an American Indian identity, or enrollment status and/or ancestry in a project connected North American Indian tribe. <u>Artist teams</u> will submit a single application, with information for each member, indicating the Lead Artist. Prioritize supporting material showing artwork created by the team. If artwork is from an individual member, identify the artist in the list or caption.
Bio & Resume/CV	- Artist Bio (one for each member, if applicable). - Artist CV (one for each member, if applicable).
Letter of Interest (max. 2 pages) No more than 200 words in length, describing how your work addresses perspectives of Indigenous people and your approach to understanding Minnesota Indigenous culture and history.	- Outline of artistic experience, ability, and how this project relates to the Artist's practice. - Connection with Southeast Minnesota. - Confirm availability to produce a final artwork proposal by August 1, 2025 and complete the art piece by May 31, 2026. - While artwork proposals are not needed at this stage, we encourage artists to describe their artistic approach and preliminary concepts for this project. - State the format of your sample submittal (PDF/USB drive).
Portfolio (supporting material)	- Up to 10 images of work and links to audio or digital video. - List of artworks or caption including: - Title - Year - Medium - Dimensions - Location - Description (if applicable) - Commissioning body (if applicable) - Budget (if applicable) <i>Video or audio files should total no more than 10 minutes in length. Links must provide direct access to the audio or video and be public (no account required).</i>
Work Samples Format	Work Samples should be placed on a USB Drive that can be easily opened by a PC and MAC. Artists applying as a team should submit work samples of each individual artist's work. All work samples must



Call for Indigenous Artists: Overlook Plaza Project

	be submitted in either of the two following formats: a. A minimum of eight digital images saved on one USB Drive. The city will only accept JPEG file formats. All JPEGs must be sized at 250 dpi, 5"x7". You must number and title each JPEG and include a description sheet with corresponding numbers. The sheet should list your name and the titles, dates, media, and dimensions of your work. b. Video(s) shall be submitted on a USB Drive. Video should be no more than fifteen minutes in length and each video on the USB Drive should be a single chapter. The city will not view QuickTime files. Clearly mark the outside of the USB Drive with your name and title(s) of the work(s). Do not submit original work. Note: If you are submitting video on a USB Drive, you may send up to two additional images supporting your qualification to create public artwork. Each JPEG must be formatted as instructed above and sent on a separate labeled USB Drive DVD with a description sheet. Optional: Each artist may include up to three selections of support materials such as reviews, news articles, web links and other related information.
References	A list of at least three professional references familiar with your work and working methods. The list must include name, role, organization, complete addresses, telephone numbers, and e-mail addresses (preferably from recent projects).
All Submissions and Materials must be received no later than May 26, 2025 4:00pm	Applications materials must be received no later than May 26, 2025, 4:00 p.m. Central Daylight Time. Send submissions to: City of La Crescent Overlook Plaza Indigenous History Project Attn: Larry Kirch 315 Main Street La Crescent, MN 55947 All applicants will be sent an email to notify them that their submission was received. If you have not received an email within 72 hours of your submission, please contact kirch@cityoflacrescent-mn.gov Submissions will not be returned.

12. QUESTIONS

If you have questions about the application process, or require assistance with submitting your



Call for Indigenous Artists: Overlook Plaza Project

application, please contact Larry Kirch by email at lkirch@cityoflacrescent-mn.gov or by phone at 507-895-4096.

Questions must be received by **May 2, 2025**.

13. SELECTION PROCESS

The selection committee will include representation from artists/art professionals, Indigenous organizations, Indigenous community members, community stakeholders, and the City of La Crescent. The final commission of artwork for the site will be awarded by the city council through a contract on August 12, 2025. The committee will select an artist(s) to create an original site-specific artwork, and will review all eligible applications based on the following criteria:

- An initial proposed approach to the project as outlined in the Letter of Interest that reflects Project Intent as described in this document.
- A body of work reflecting artistic excellence in Native American art.
- Experience working in tribal settings and public process.
- Experience fabricating and installing permanent artwork suitable for the outdoor environment.
- References provided as part of this application which will be contacted prior to final selection.
- Qualifications and professional experience.
- Artistic merit of previous work (as expressed in the portfolio submitted).
- Proven record and ability to complete similar scale projects on time and within budget.

The committee will recommend a shortlist of artists and may invite shortlisted artists to an in-person or online interview. The committee will recommend up to one artist or artist team to be awarded the project. If the committee finds none of the submissions fulfill the evaluation criteria, the selection process may be re-opened. The city reserves the right to award the project to none or up to one artist or artist team. The decisions by the committee and the city will be final.

The Commissioned Artist(s) will work with the city, the selection committee and the Minnesota Design Center to create a site-specific, durable piece for this installation. Applicants who wish to be considered for this project should have experience working with Indigenous communities, in public settings, as well as proven ability to fabricate their own work or to work with fabricators and installers. The artwork for this site must reflect the Project Intent as described above. The Commissioned Artist(s) will be required to provide evidence of appropriate liability, property damage, and workers compensation insurance while working on the site.

The city will provide the selected artist a \$750 fee to produce a final proposal including art concept, artwork design and budget. The selected artist will receive a contract for the commission in an amount sufficient for all remaining elements of the project including



Call for Indigenous Artists: Overlook Plaza Project

fabrication, shipping, and installation. The selected artist will be required to execute a contract form with the City of La Crescent, Minnesota to create and deliver the visual art piece.

14. SCHEDULE (the city reserves the right to modify this schedule, if necessary)

Timeline	Activity
April 11, 2025	Issue Call to Artists
May 16 ² , 2025	Deadline for questions
May 13 th 10:00 a.m. (CDT)	Virtual Meeting
May 26, 2025	Deadline for submissions
June 2-13, 2025	Assessment Committee and Interviews (optional)
August 1, 2025	Artwork proposal from selected Artist
August 12, 2025	Selected Artist contract signed
August 12, 2025 – February 28, 2026	Work with Minnesota Design Center on plaza design
On or before May 31, 2026	Artwork completed and delivered to the city
August 31, 2026	Artwork installation no later than August 31, 2026

Formatted: Superscript

15. CONDITIONS

The City of La Crescent, at its sole discretion, may request clarification or request additional information, as deemed necessary to evaluate the submissions. The City of La Crescent reserves the right to reject any or all submissions, or any part thereof, or to terminate or re-advertise this Call to Artists.

The City of La Crescent shall have the exclusive rights to issue all public announcements regarding the competition. Applicants shall not issue a news release or other public announcement pertaining to details of this Call to Artists, their submission, or the selection process, without the prior written approval of City of La Crescent.

City employees and Selection Committee members are required to treat both the content of submissions and the deliberations of the committee as confidential, to the extent permitted by Minnesota State Statutes.

Funding for this public art opportunity is generously provided by the Blandin Foundation and the City of La Crescent.





Call for Indigenous Artists: Overlook Plaza Project



APPENDIX I



GUIDING PRINCIPLES

1. Ensure the participation of indigenous peoples throughout the entire process in ways that align with their interests and goals.
 - Transparency is key in building trust with the indigenous communities
 - Respect and support the creation and evolution of positive, collaborative relationships throughout projects
 - Prioritize hiring indigenous artists and experts for any parts of projects that are contracted outside of city staff.
2. Increase awareness of the honest history and significance of La Crescent for the Ho-Chunk Nation members, Prairie Island Indian Community members, and other indigenous peoples with relationships to this place.
 - Present information in a way that promotes curiosity, learning, and shared respect and understanding.
 - Emphasize current and future Indigenous relationships with the land and people in and around La Crescent rather than focusing solely on history.
 - Take an inclusive approach, acknowledging the Ho-Chunk Nation, Prairie Island Indian Community, and other indigenous peoples with relationships to the area.
 - Commit to sharing both good and bad aspects of the history between white settlers and Native nations in the La Crescent area.
3. No single perspective or type of knowledge can fully capture the value of a place. Processes and projects associated with this work will support the inclusion of many ways of knowing with an emphasis on moving beyond archeology and colonial histories.
4. The work of integrating Indigenous history and culture will take time and continued dedication, beyond the timeline of any individual project.
 - Individual projects have value in demonstrating tangible progress but should not be seen as the end of this work. This ought to be more than a "box to check."
 - Understand and support connections between individual projects and larger goals of tribal nations.
5. All project participants should commit to learning about the land and people (i.e. see resource library coming out of this project) before starting and throughout projects.

APPENDIX II

Placelt! Workshop

On August 13, 2024, the City of La Crescent hosted a Placelt! Workshop at the La Crescent-Hokah Elementary School, facilitated by the University of Minnesota research team of Mike Greco and Jules Marzec. A total of 24 participants, divided roughly into four tables of six, participated in the activity.



Participants were asked to work as a group using "found" objects provided by the facilitators to create a model for a small parcel located at the east end of S. 1st Street in downtown La Crescent, in response to the following prompt: "What would your ideal design be for a plaza or public space for the Overlook Plaza area along Highway 14, at the terminus of the Wagon Wheel Trail?" A summary of the key themes discussed at each table is provided below.

Table 1: *Designing a park with a garden and play area*

Key Themes:

- Four plaques with a story of what happened in each direction (N/S/E/W)
- Garden in the middle
- Water feature (some maintenance concerns were raised)
- Benches
- Drinking fountain
- Play area/feature for kids (an animal to climb on)



Table 2: Creating an interactive living monument to honor Native American history

Key Themes:

- QR codes that link to a website with Native voices telling the history of the area from a Native perspective
- Indigenous plants
- Voices of current Native residents ("we're still here")



Table 3: Creating a cultural sanctuary featuring native plants, languages, and AR features

Key Themes:

- Signage, QR codes, and augmented reality features
- Circular space in center with a medicine wheel (colors dyed into concrete), oriented N/S/E/W
- Water features

- Benches along outer edge
- Local traditional flora and fauna
- Incorporating native languages (spoken word) and cultural content
- Using native plants as a visual barrier to create a sense of entering a sacred space
- Translating this design to other locations, such as Vetch Park, to create a sanctuary that speaks to the sacredness of these places for Indigenous cultures



Table 4: Incorporating Indigenous art, plants, water, and interactive elements

Key Themes:

- Interactive and informative exhibit with plaques showing where each tribe originated from, where they went for trade, etc.
- Indigenous artwork
- Medicine wheel
- "Circles and cycles"
- Fountain/water feature or artwork on the ground to symbolize river and bluffs
- Native plants (trees; three sisters garden; sage, tobacco, cedar, sweetgrass)



Larry Kirch

From: Kim Lampe <kim@honoringdakota.org>
Sent: Wednesday, April 30, 2025 6:55 PM
To: Larry Kirch
Cc: nicky@honoringdakota.org
Subject: Re: Updated La Crescent MN Call for Indigenous Artists

Dear Larry,

Thank you for reaching out and for the work you are doing to create opportunities for Indigenous artists. We deeply appreciate your commitment to uplifting Indigenous voices through your creative projects and programming.

At Honoring Dakota Project, we carefully consider several criteria when determining whether to share artist calls with our network. Our approach is grounded in the belief that authentic and sustained relationships with Indigenous communities are essential. When evaluating artist calls, we look for evidence that the requesting organization has intentionally built strong, reciprocal relationships with Indigenous people as part of their project development process. We also consider whether the call itself reflects those relationships—in its framing, values, and goals.

Additionally, it is important to us that any project or opportunity aligns with HDP's mission and vision to foster community resilience, systemic change, and cultural respect. We aim to ensure that the opportunities we uplift are not only inclusive but are structured in ways that support long-term sustainability and equity for Indigenous artists and communities.

Above all, we believe in relationships first. Our work is rooted in the understanding that true community transformation happens when systems are built to genuinely include, support, and honor Indigenous voices—not just in outcomes, but in their very foundations. Thank you again for your outreach and for your dedication to creating space for Indigenous creatives.

We are encouraged by the work you have done so far and would be happy to share this opportunity with a handful of artists directly. We are excited to see how this project progresses and look forward to your continued updates.

Warm regards,

The Honoring Dakota Project Team

3.15

RESOLUTION NO. 05-25-17

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN APRIL 2025**

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

1. Destination Dental wishes to donate \$2,500.00 to the La Crescent Police Department Neighbors Night Out event.

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

ADOPTED this 12th Day of May 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

3.16



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant 
DATE: May 7, 2025
RE: License Application - Retail Sales of Cigarette & Other Tobacco Products

The City has been notified that La Crescent Tobacco Inc. will be leasing the space owned by Srisai Corporation at 301 Kistler Drive, Suite 1. The space was previously occupied by Subway. They hope to open for business on or around August 1, 2025.

The owner of La Crescent Tobacco Inc. 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 for 2025.