

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
MAY 27, 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 – MAY 12, 2025
- 1.2 BILLS PAYABLE THROUGH MAY 23, 2025

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 FIRE AGREEMENT – RED CROSS HOME FIRE CAMPAIGN
- 3.2 SOLID WASTE/RECYCLING CONTRACT EXTENSION
- 3.3 RESOLUTION/AGREEMENT – MnDOT ACTIVE
TRANSPORTATION GRANT – SOUTH 6TH STREET PROJECT
- 3.4 CONDITIONAL CANNABIS LICENSE APPLICATIONS
- 3.5 MnDOT – SAFE ROUTES TO SCHOOL INFRASTRUCTURE GRANT
- 3.6 MnDOT – ACTIVE TRANSPORTATION PLANNING GRANT
- 3.7 MPCA – IMPLEMENTATION STORMWATER RESILIENCE GRANT
- 3.8 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.9 PLANNING COMMISSION MINUTES – MAY 6, 2025
- 3.10 CITY COUNCIL PLANNING/WORK SESSION
- 3.11 AGREEMENT – EMERGENCY SIRENS INSPECTION &
PREVENTATIVE MAINTENANCE
- 3.12 GREAT GREEN RUN – PARADE/STREET CLOSURE
- 3.13 ROTARY REQUEST – APPLE BLOSSOM BICYCLE TOUR
- 3.14

4. UNFINISHED BUSINESS

- 4.1

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MAY 27, 2025
5:00 P.M.



5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 POSTCARDS – STONEY POINT RESTORATION PROJECT

6.2 EXPLORE LA CROSSE

6.3 PARK & RECREATION COMMISSION MINUTES – 5/19/2025

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
MAY 12, 2025

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of May was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, May 12, 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, City Engineer Tim Hruska, Community Development Director Larry Kirch, Sustainability Coordinator Jason Ludwigson, and City Clerk Angie Boettcher.

ITEM 1 – CONSENT AGENDA

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

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – LIBRARY REQUEST – SUMMER READING PROGRAM

City Council reviewed a request from Library Director Jess Witkins for the use of the city's green space behind the library and a portion of the city parking lot on Thursday, July 17, 2025, from 4:00 p.m. to 8:00 p.m. to host a concert as part of their summer reading program. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE LIBRARY'S USE OF THE CITY'S GREEN SPACE BEHIND THE LIBRARY AND A PORTION OF THE CITY PARKING LOT TO HOST A CONCERT ON THURSDAY, JULY 17, 2025, FROM 4:00 P.M. TO 8:00 P.M. AS PART OF THEIR SUMMER READING PROGRAM.

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

Cheryl 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 – 2025 STREET IMPROVEMENT PROJECT – BID RESULTS

City Engineer Tim Hruska reviewed with City Council the bids for the 2025 local street improvement project. The project includes North Oak Street between North 1st and Main Street, and South 6th Street from Elm Street to the Aquatic Center, and a sidewalk trail extension into Frank J. Kistler Memorial Park and over to South 7th Street. Both streets are included in the 2025-2029 street reconstruction plan. The project will be covered by funding from the Active Transportation grant, American Rescue Plan funds, Houston County, WinLac, the Street Reconstruction Bond, and State Aid. The bids were as follows:

- Griffin Construction 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 for \$775,591.37

It was recommended that City Council award the project to Griffin Construction. Following discussion, Member Jostad made a motion, seconded by Member Langen as follows:

MOTION TO AWARD GRIFFIN CONSTRUCTION'S BID OF \$735,788.27 FOR THE 2025 STREET RECONSTRUCTION PROJECT OF SOUTH 6TH STREET AND NORTH OAK STREET AS STATED.

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

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

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

ITEM 3.3 – CONTRACT – ROOT RIVER SWCD – RAIN GARDEN SOUTH 6TH STREET PROJECT

Sustainability Coordinator Jason Ludwigson reviewed with City Council 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 will cover 90% of the project cost, which is \$25,875.00. This amount would be reimbursed to the city. The funds are part of the WinLac One Watershed One Plan that is designated for Urban Stormwater Practices. The city would be required to contribute a 10% match of \$2,875.00. It was recommended that City Council approve the agreement. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE AGREEMENT WITH ROOT RIVER SWCD FOR THE INSTALLATION OF A RAIN GARDEN AT THE END OF SOUTH 6TH STREET WITH THE CITY BEING REIMBURSED \$28,750.00 OR 90% AND THE CITY CONTRIBUTING A 10% MATCH OF \$2,875.00

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

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

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

ITEM 3.4 – 2025 STREET /ALLEY IMPROVEMENT PROJECT - QUOTES

City Engineer Tim Hruska reviewed with City Council the quotes received to repave alleys on the 400 and 600 block between South First and Main Streets as well as quotes for Shore Acres Road in the vicinity of the RR crossing. The city solicited quotes from three bidders, BKC Construction, Mathy Construction, and Gjerke Construction. One quote was received from BKC Construction for \$209,836.00. The quote received was higher than the engineers estimate for the project. It was recommended that City Council reject the bid received from BKC Construction. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO REJECT THE BID RECEIVED FROM BKC CONSTRUCTION FOR \$209,836.00

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

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

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

ITEM 3.5 – PLANS & SPECIFICATIONS/AUTHORIZE TO ADVERTISE FOR BIDS – PINE CREEK IMPROVEMENT PROJECT

Sustainability Coordinator Jason Ludwigson reviewed with City Council the final plans and specifications for the Pine Creek Stream Restoration Project as well as funding sources. It was recommended that City Council approve the plans and specifications which were included in the packet and authorize the city to put the project out for bids. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE PLANS AND SPECIFICATIONS FOR THE PINE CREEK IMPROVEMENT PROJECT AND AUTHORIZE THE CITY TO PUT THE PROJECT OUT FOR BIDS.

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

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

Dale Williams	Yes
Mayor Poellinger	Yes

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

ITEM 3.6 – REVIEW ENHANCED STREET SWEEPING STUDY

Sustainability Coordinator Jason Ludwigson and City Engineer Tim Hruska reviewed the completed Enhanced Street Sweeping Study with City Council. The goal of the project was to develop a plan that identifies street sweeping zones and the number of sweeps per zone to maximize the cost-benefit of street sweeping as a pollutant reduction practice. As a result, this will be a very helpful tool in finding ways to fund a new street sweeper for the city. This item was informational only, and no action was required.

ITEM 3.7 – 2025 MEMORIAL DAY PARADE EVENT

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting approval for the Memorial Day Parade to be held on Monday, May 26, 2025. The parade will begin at 12:00 p.m. with parade participants lining 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. To accommodate the Memorial Day Program at Veterans Park, a section of the south parking lot will be closed during the event and barricades will be placed to secure the space. It was recommended that City Council approve the Memorial Day Parade and close a portion of the Veterans Park parking lot during the event. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE LA CRESCENT MEMORIAL DAY PARADE TO BE HELD ON MONDAY, MAY 26, 2025, AT 12:00 P.M. AND CLOSE A PORTION OF VETERANS PARK PARKING LOT DURING THE EVENT.

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 3.8 – LA CRESCENT APPLEFEST 5K EVENT REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager regarding the Applefest 5K Event to be held on Saturday, September 20th, 2025. Marci Skemp, representative of the 2025 La Crescent Applefest 5K Event, is requesting city services for the event including but not limited to, police & fire personnel for escort(s), traffic control, medical response, and security. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE CITY SERVICES INCLUDING BUT NOT LIMITED TO, POLICE & FIRE PERSONNEL FOR ESCORT(S), TRAFFIC CONTROL, MEDICAL RESPONSE, AND SECURITY FOR THE 5K APPLEFEST EVENT TO BE HELD ON SATURDAY, SEPTEMBER 20TH, 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.

ITEM 3.9 – MnDOT – 2024 ACTIVE TRANSPORTATION INFRASTRUCTURE PROGRAM GRANT AWARD

Community Development Director Larry Kirch reviewed the MnDOT Active Transportation (AT) infrastructure grant that the city applied for with City Council. The grant is for a sidewalk infill project identified in the city’s adopted Bicycle-Pedestrian Plan (2017). The city was awarded \$363,366.00 by Minnesota DOT. The program funds 100% of the construction costs with the city being responsible for the engineering fee of \$65,406. A grant agreement and engineering agreement will be presented to the city council in the future. This item was informational only and no action was required.

ITEM 3.10 – MnDOT – 2029 TRANSPORTATION ALTERNATIVES PROGRAM GRANT AWARD

Community Development Director Larry Kirch reviewed the Federal (FY2029) 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. The project funds a multitude of projects as described in the project report included in the Council packet. The city must match

construction costs at 25 percent, plus engineering fees. A grant agreement and engineering agreement will be presented to the city council in the future. This item was informational only and no action was required.

ITEM 3.11 – USDA – RURAL DEVELOPMENT COMMUNITY FACILITIES LOAN AND GRANT PROGRAM UPDATE

Community Development Director Larry Kirch provided City Council with an update on the USDA Rural Development Community Facilities Loan and Grant Program for the new Public Safety, Library/City Hall buildings. This item was informational only and no action was required.

ITEM 3.12 – USDOT – RAILROAD CROSSING ELIMINATION PROGRAM GRANT & MnDOT IIJA MATCHING GRANT

Community Development Director Larry Kirch provided City Council with an update on the Federal Railroad Administration (FRA) grant. 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. If the city council is comfortable agreeing to the new requirements spelled out in Executive Orders and in the attachments provided, the staff will continue to move forward with the FRA. This item was informational only and no action was required.

ITEM 3.13 – RESOLUTION – BONDING BILL APPLICATION – ICE ARENA

Community Development Director Larry Kirch reviewed for approval a Resolution supporting the 2025 capital project request to the State of Minnesota as a priority for the City of La Crescent and authorizing staff to pursue funding for the La Crescent Community Ice Arena R-22 ice system replacement and solar installation project. Following review and discussion, Member Jostad introduced the following Resolution and moved its passage and adoption:

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

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

Cherryl Jostad	Yes
Christopher Lange	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 3.14 – REVIEW INDIGENOUS ARTISTS PROJECT

Community Development Director Larry Kirch provided City Council with an update on the city's continued work with a Project Resource Committee on the Indigenous History Project. The latest activity was the issuance of a "Call for Indigenous Artists" for the Overlook Plaza site. The Blandin Foundation has given the city a second grant extension until September 1, 2026. The schedule for selecting an artist or artist team was included. This item was informational only and no action was required.

ITEM 3.15 – 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. 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

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

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

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

7. CHAMBER OF COMMERCE

Chamber of Commerce representative Summer Niemeier was in attendance and provided an update.

8. HOUSTON COUNTY

Houston County Commissioner Cindy Wright was in attendance and provided an update.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES:

6.1

6.2

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:54 P.M.

APPROVAL DATE:

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: May 22, 2025
RE: Bills Payable

The bills payable will be e-mailed out separately.

#3.1

Bill Waller

From: Cassie Buehler
Sent: Tuesday, May 20, 2025 6:56 PM
To: Bill Waller
Cc: Angie Boettcher; laura.garves@volunteer.redcross.org
Subject: Memo for 5/27 City Council Meeting Agenda Item
Attachments: Smoke Detector Hold Harmless_Indemnification Agreement_Redacted.pdf; Fire Escape Plan.pdf; HFC Fire Dept Direct Service Delivery Guide.pdf; HFC Partner Direct Service Acknowledgment Form.pdf; Home Fire Safety Checklist.pdf; Sound The Alarm Partnership Agreement.docx

To: Honorable Mayor and City Council Members
From: Cassie Buehler, Deputy Fire Marshal
Date: May 20th, 2025
Re: American Red Cross Home Fire Campaign Partnership

Good afternoon,

Attached for review and consideration is the prospective Home Fire Campaign (HFC) partnership between the American Red Cross and the La Crescent Fire Department. With the HFC, the American Red Cross is able to provide **free** smoke alarms that will allow the La Crescent Fire Department to not only install working smoke alarms, but to also provide fire safety education to our residents. As you know, working smoke alarms save lives, however, there are residents within La Crescent who have outdated or non-existent smoke alarms in their home. The HFC has been around for more than a decade and other fire departments like La Crosse, Winona, Rochester, and Minneapolis maintain active participation in this partnership. I hope La Crescent can be the next department to join this lifesaving initiative.

I have attached a handful of documents to help guide further discussion at the upcoming City Council meeting. I look forward to this new opportunity for the residents of our wonderful community. Feel free to review the following website as well [Take Action To Prevent Home Fires | Red Cross](#)

If you need any additional information, please reach out.

Respectfully,

Cassie Buehler
Deputy Fire Marshal #1807
La Crescent Fire Department
315 Main Street, La Crescent MN 55947

Smoke Detector Hold Harmless/Indemnification Agreement

THIS AGREEMENT is made this 21st day of November

2024, between the City of Winona, State of

Minnesota, hereinafter referred to as the "City", and _____

Owner

Address

of the City of Winona, County of Winona, State of Minnesota, hereinafter referred to as "Owner".

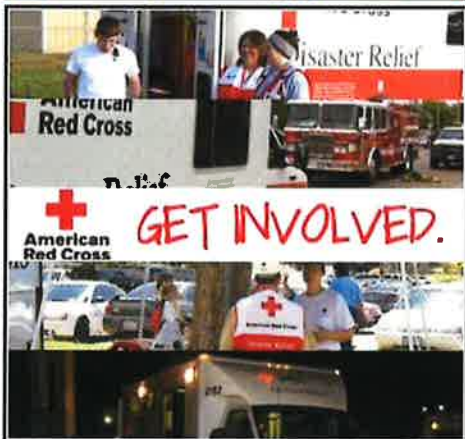
In consideration of the City of Winona Fire Department installing a smoke detector on the premises described above owner hereby agrees to hold harmless and indemnify the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work.

In testimony, whereof, the Owner has hereunto set its hand, the day and year first above written.

WITNESS:

OWNER(s):

Home Fire Campaign
Fire Department Direct Home Visit Participation and Implementation Guide
November 2016



**American
Red Cross**

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Introduction and Campaign Goal

Home fires are the biggest disaster threat facing American families, affecting more people annually than floods, tornadoes and hurricanes combined. On average, home fires cause approximately 2,500 deaths and nearly \$7 billion in property damage every year.¹ Seven times a day, someone dies in a home fire, and every 40 minutes, an injury from a fire is reported. The rate of home fire deaths and injuries has remained relatively constant over the past 20 years. By mobilizing the power of volunteers and the generosity of donors, the American Red Cross, fire departments, and other local partners can attack this stagnation and work toward significantly lowering the incidence of deaths and injuries from home fires.

The Red Cross has launched the Home Fire Campaign, which aims *to reduce the number of home fire deaths and injuries by 25 percent over five years*. To reach this goal, the Red Cross works with community and government partners and stakeholders across the country to install smoke alarms and provide life-saving fire and disaster safety education, especially in at-risk communities. Many lives have already been saved as a result of campaign efforts since its kickoff in October 2014.

Many fire departments already conduct smoke alarm installation and fire safety education programs. These efforts have had a huge impact and will remain invaluable in the communities where they are offered. The Red Cross Home Fire Campaign is meant to supplement these existing efforts, recognizing that it takes a whole community to have measurable impact on home fire death and injury rates. In order to effectively reduce the number of home fire deaths so drastically, it is imperative that fire departments that currently purchase smoke alarms continue to budget for this practice, so the Home Fire Campaign can supplement and maximize, rather than replace or duplicate, the support already in place.

Purpose of Document

The purpose of this document is to provide instructions fire departments or fire marshals who are interested in conducting home visits to install alarms and deliver fire safety education as partners in the Home Fire Campaign. This guide is intended for fire department personnel and volunteers who will be responsible for planning, coordinating and conducting campaign activities. At the end of this document, there is a [Service Delivery Implementation Plan](#) to complete with your Red Cross representative. This Service Delivery Implementation Plan will help determine the scale of your fire department's campaign activities. The commitment to increasing the safety and well-being of others is so great that it is worth mentioning again that participation in this program is not meant to supplant, or otherwise replace, a fire department's current investment in smoke alarms. In order to make a 25 percent reduction in fire deaths and injuries over five years, we will need more investment, not a shift in responsibility. In other

¹ Ahrens, M. (2013). *Home structure fires*. Quincy, MA: National Fire Protection Association, Fire Analysis and Research Analysis.

words, all stakeholders must continue to invest in new and existing programs to save lives and reduce injuries from home fires in every community.

How Your Fire Department Can Lead

Let's face facts: we can't do this alone. In order to have a measurable impact, the Red Cross needs partners, like your fire department, to mobilize at the local level to conduct and lead campaign efforts. We know that fire departments are trusted and respected entities who can reach at-risk neighborhoods which may be inaccessible to others. And participating in this Red Cross program supports your fire department in conducting its home visits to install smoke alarms and provide fire safety education. If you choose to participate in this program by providing direct service delivery, your fire department will be responsible for installing and testing smoke alarms, providing fire safety education, and documenting and reporting service delivery data back to the Red Cross. For a full list of activities, see the section on *Fire Department Responsibilities* below. The Red Cross will support this work by offering guidance for planning these activities and providing alarms, educational materials, and training. For a full list of Red Cross offerings, see the section of [Red Cross Responsibilities](#).

Thank you for your interest in being a leader in the Home Fire Campaign. By implementing this program, you are not only building a more sustainable culture of preparedness in your community, but also supporting the health and well-being of your neighbors. Further, you will help increase the safety of your firefighters through alarm installation and evacuation education, which will decrease the need for interior operations to rescue occupants. Your work will contribute to a reduction in deaths and injuries all around from home fires. **To gain a better understanding of what it means to lead this program, please read through the rest of the document, complete the [Service Delivery Implementation Plan](#), and submit it to your local Red Cross representative.**

Providing Home Fire Campaign Direct Service Delivery

Red Cross Responsibilities

The Red Cross will provide training and technical assistance on smoke alarm installation and home visit completion as needed to support your participation in the campaign. We also offer our help in identifying communities in which to carry out campaign activities and coordinating with any additional community partners who are participating in your area. The Red Cross will be responsible for:

- Providing planning assistance, particularly in identifying a target area/population;
- Supplying (or augmenting existing supplies of) smoke alarms, door hangers, and fire safety education materials for use during home visits, including [Partner Direct Service Acknowledgment Forms](#);
- Providing training and technical assistance to participating volunteers, as needed;
- Ensuring paper copies of the Partner Direct Service Acknowledgment Forms are retained and entered in online;

- Requesting smoke alarm inventory counts at the timeline decided between the region and fire department;
- Coordinating with other community partners, where appropriate; and
- Helping to resolve challenges when they arise.

Note that resources provided by the Red Cross are currently limited to the list above. Additionally, if desired, the Red Cross may be able to further highlight your partnership and participation in the campaign through one or more of the following ways:

- Issuing a joint press release announcing the partnership and associated events,
- Providing facility space for training, material storage, and operations activities,
- Canteening for fire department staff and volunteers during larger events, and
- Conducting a joint kick-off event and helping facilitate media presence.

Fire Department Responsibilities

Fire departments that choose to conduct smoke alarm installations and fire safety education home visits are responsible for the following:

- Targeting households with high risk for home fires; (See page seven for high risk information.)
- Completing home visits according to guidance provided by the Red Cross, including:
 - Testing residents' existing smoke alarms;
 - Replacing batteries in existing alarms (as resources allow);
 - Installing new smoke alarms where none exist or replacing alarms older than 10 years, following these requirements:
 - An average of three Red Cross-sourced alarms can be installed per household, with a minimum of one on every level. (Rare exceptions may be permitted by your Red Cross representative, but the intention is to make homes safer, not necessarily bring them up to code. Fire departments may install additional alarms of their own inventory if they wish to supplement alarms that the Red Cross provides.)
 - Smoke alarms must be installed during the home visit, never given to residents for self-installation.
 - Conducting fire safety education (creating a fire escape plan and completing a fire safety checklist) with residents using Red Cross education kit leave-behind materials.
- Completing Red Cross Partner Direct Service Acknowledgment Forms for each home visit, by:
 - Properly documenting home visits and capturing required information on Red Cross forms (including obtaining the signature of a responsible adult resident);
 - Ensuring Red Cross forms are entered into the online reporting portal (either by Red Cross or fire department personnel); and
 - Returning completed paper versions of forms to Red Cross.
- If provided with Red Cross-sourced alarms, accounting for smoke alarm inventory, as requested.
- If requested by Red Cross, documenting the names, contact information, and date(s) of involvement of your fire department's volunteers and/or staff who conduct home visits.
- If requested by resident, contacting the Red Cross for additional support with deaf and hard-of-hearing alarms (pending availability).

To use the smoke alarms and education materials provided by the Red Cross, fire departments are responsible for obtaining all necessary installation tools and material resources needed to successfully conduct the smoke alarm installations and fire safety education visits. Further, fire departments are permitted to buy additional supplies to supplement the program, like additional smoke alarms or carbon monoxide detectors, but the Red Cross does not have funds to support these expenses.

Participation Requirements

Participating fire departments must agree to the additional following participation requirements:

Background Check Requirements

Background checks are necessary for personnel equipped with Red Cross materials to conduct home visits. At minimum, every installation team must have at least one person who meets the background check requirement.

There are two ways to fulfill this requirement:

- 1. Verify that your fire department's background check meets or exceeds the Red Cross background check standards.**

If your fire department has a background check process that meets or exceeds the Red Cross background check standards, your fire department must simply verify that at least one member of each team conducting in-home visits has successfully undergone this background check. To verify, your fire department must sign a [Letter of Certification Concerning Background Checks](#) form and submit it to your Red Cross representative.

- 2. Register on Red Cross Volunteer Connection and successfully complete the Red Cross background check process.**

At least one member of each installation team registers with the Red Cross [Volunteer Connection](#) database for the purpose of completing a Red Cross background check. Please reach out to your local Red Cross representative for more information about access and links to Volunteer Connection.

Safety Requirements

The Red Cross requests that participating fire departments take proper safety precautions for the health and safety of their personnel. This Red Cross training video contains quick tips on how to stay safe while visiting homes. The *Canvassing and Home Visit Safety Training Video* can be accessed at <https://www.homefirepreparedness.org/cms/node/103>.

Reporting and Alarm Inventory Requirements

While conducting direct service delivery, there are basic reporting requirements that all partner organizations must complete to track the delivery and impact of the program. To fulfill these requirements, you will collect information on a paper form called the [Partner Direct Service Acknowledgment Form](#). This information helps the Red Cross measure the impact your fire department is having in your community, and determine progress toward our aggressive overall health and safety goal. Mandatory fields are indicated by asterisks on the forms, but you are strongly encouraged to complete all applicable fields. This form captures both the services provided and the signature of an adult resident.

A hard copy of the *Partner Direct Service Acknowledgment Form* must be submitted to the Red Cross for each home visit completed. The data collected from these hard copies will be entered in an online reporting portal, by your department or by Red Cross staff. *Please note: Use standardized naming conventions (like “SFD 124”) to represent your fire department every time on the “Local Partner” section on this form.* This is critical in online reporting so your department’s accomplishments can be tracked and inventory can be matched. Using multiple versions your department name, like “Springdale FD 124,” “FD 124,” and “Springdale Fire” will cause your data to be distorted, so pick a single naming convention and use it on every form.

Your fire department may have its own forms to complete, but these additional forms should not replace the *Partner Direct Service Acknowledgment Form* which is a requirement for participation in the Red Cross program.

If you are utilizing Red Cross supplied alarms, your fire department will also be expected to sign an [Acknowledgment of Inventory Accountability](#) when receiving these alarms. In addition, you will be expected to provide periodic inventory counts as agreed upon with your Red Cross representative. This inventory will be reconciled against the number of installations your fire department reports to the Red Cross. When planning, plan to discuss this process with your local Red Cross representative to determine who will enter in the forms, the timeframe for returning paper forms to the Red Cross, the process and lead time for requesting more alarms, and how and during what timeframe inventory will be completed.

Completing Successful Installations and Home Visits

Planning

1. Complete your Service Delivery Implementation Plan. Once you have confirmed that direct service delivery is a good match for your fire department, the next step is to develop a [Service Delivery Implementation Plan](#). This is not a binding document, but rather a tool to help you determine your implementation strategy and discuss with your Red Cross representative any issues, concerns or challenges you may have. Your fire department may already have a plan in place for smoke alarm installations. If this is the case, feel free to share that plan with your Red Cross representative before you complete the Service Delivery Implementation Plan. **The Red Cross may decide that your existing plan is an acceptable substitute in lieu of completing the Service Delivery Implementation Plan if it meets or exceeds the elements of the Service Delivery Implementation Plan.**

In the Service Delivery Implementation Plan, you will outline your fire department’s strategy for implementing campaign activities, list a point of contact, and identify the resources needed and how they will be obtained. You will also propose a target population or geographic area for service delivery. The Red Cross has conducted research to identify at-risk populations, and data strongly suggests that individuals in the following categories have the highest risk of experiencing death or injury from a home fire:

- Low income individuals and families;

- Seniors (>65);
- Youth (<18);
- English as a Second Language (ESL) speakers;
- Those with disabilities or access and functional needs; and
- Those who live in geographic areas with high historical incidences of home fires or deaths, and injuries due to home fires.

Therefore, these demographics are the target outreach populations for this campaign. As your fire department composes its Service Delivery Implementation Plan, you will indicate which demographic(s) you intend to target. Utilize the Red Cross [Home Fire Risk Map](#), which takes into consideration past fire responses, demographic data, and history of death and injury in an area, to help narrow down your selection.

In addition, you will be asked to explain your proposed approach for implementation. The Red Cross employs two main models: the rally and appointment-based:

- The rally model typically consists of single-day canvassing events during which volunteers go door-to-door in selected communities, offering installation and fire safety education services to residents. The rally model may include pre-notification activities to let residents know there will be canvassing in their community prior to the event.
- The appointment-based model consists of outreach conducted in selected communities to gather eligible residents' contact information and then schedule installation and fire safety education appointments. These appointments may be completed either during larger events or on an ongoing basis, depending on the capacity of the fire department to meet demand. An outreach plan, intake and scheduling system, and workforce for completing requests are key elements to a successful appointment model. Though, alarms must be installed within a specified timeframe – this should not exceed more than 30-45 days of a request.

Some fire departments have had success blending these models, where appointments are scheduled with interested residents, and canvassing “blitzing” is conducted around the homes of residents to whom scheduled service delivery is provided. Other fire departments have been successful by blitzing homes near the surrounding area of home fire responses. In addition, other fire departments have conducted service delivery after a fatal fire – in this case, you should work with your local Red Cross representative to develop an appropriate course of action. In any case, you should consider the best strategy or strategies for your community and the extent to which you are able to implement that strategy.

2. Submit Service Delivery Implementation Plan and meet with the Red Cross to discuss administration. Unless you already have an existing smoke alarm program plan, complete the [Service Delivery Implementation Plan](#), and contact your Red Cross representative to discuss the plan. This discussion is a critical point in the process during which you can set expectations, raise any questions or concerns, and come to an agreement on implementation. Together with your Red Cross representative, you can ensure that your fire department has a viable strategy in place for delivering services to populations at risk for home fires.

3. Joint sign-off. When your fire department and the Red Cross feel confident that your Service Delivery Implementation Plan is viable, you will discuss the quantity of Red Cross-sourced supplies (smoke alarms, education kits, door hangers) that will be provided to your fire department, specific timeframes for program implementation, and any other administrative requirements (inventory, reporting, etc.) that are essential to the success of the partnership. After this joint sign-off, your fire department can start implementing the program and saving lives.

Implementation

1. Coordinate with other partners. Home fire prevention and safety is a goal the Red Cross shares with many other local organizations. As a result, we strive to coordinate with these organizations to serve as many communities as possible and to eliminate the duplication of efforts by aligning with existing programs. Once your fire department is ready to start implementation, your Red Cross representative will help you connect with other organizations that are working to reduce home fires in your area. In some cases, Red Cross regions have established local coalitions of stakeholder groups who have already begun implementing the campaign. Where coalitions exist, the Red Cross will link you to these groups.

2. Refine target community. In your Service Delivery Implementation Plan, you outlined the target community to whom you plan to provide service delivery. After you've signed-off on your plan, it is wise to consider the resources you've been allocated, and if necessary, refine the scale of the service delivery location. This will be a regular step throughout the implementation process, as it's important to estimate demand and compare it with available resources.

3. Acquire supplies and tools. The Red Cross will provide the agreed-upon number of smoke alarms and education materials. The number of alarms you receive is determined by a balance between your department's needs/capabilities and Red Cross limitations. Remember to acquire other materials (like installation tools) needed to conduct the home visits. Refer to your Service Delivery Implementation Plan, and consult your Red Cross representative to discuss additional supply requests.

4. Plan to implement. Plan your event by recruiting and training your workforce, organizing supplies and tools, and notifying the target community that your fire department is installing smoke alarms. If you are conducting a rally model event, consider additional specific logistics, like volunteer check-in and set-up, hydrating and feeding your workforce, transportation, etc. The Red Cross has a full suite of tools available to help with planning and training, which can be found at www.homefirepreparedness.org. If you feel that your fire department needs additional technical assistance or guidance, feel free to reach out to your Red Cross representative to request help.

5. Finalize logistics and begin conducting service delivery. Before you host an event or start completing appointments, do a final check to ensure that your staff and volunteers have all the training and supplies they need to conduct home visits successfully, including all required elements. Then, start installing and educating. Home visits generally take 20-30 minutes to conduct.

Reporting, Resupply, and Program Close-out

1. Collect and report data. Collecting data is a critical responsibility when conducting direct service delivery. Data collection is necessary to accurately track campaign resources and measure the campaign's impact in the communities we collectively serve. Completing a Partner Direct Service Acknowledgment Form for each household visited is a mandatory component of the program. Based on the discussions you have with your Red Cross representative, you may also submit those reports through a mobile-friendly online portal, which can be accessed after each home visit. A video training and step-by-step guidance are available at www.homefirepreparedness.org to help support your use of the portal. It is important that you follow agreed upon reporting, submission, and inventory guidelines to receive any additional alarms you may request.

2. Resupply and/or program close-out. Depending on your agreement with the Red Cross, you may receive your supplies either in one complete installment or at multiple, pre-agreed intervals. Regardless of how often you receive supplies, you will be asked to provide an inventory count on a regular basis, most likely when you turn in Partner Direct Service Acknowledgment forms and pick up more supplies. At that time (or when you exhaust your total allotted supplies), you may conclude your involvement in the program or choose to renew your commitment, if resources allow. You are encouraged to reach out to your Red Cross representative any time you have questions, concerns, celebrations, or feedback.

Conclusion

Thank you for your interest in being a leader in the Home Fire Campaign. Please read through the following appendices and complete any forms where applicable. Finally, if you suspect that fire occurred in a home where you installed smoke alarms or provided fire education, contact your Red Cross representative so they can assist in verifying and adhere to any confidentiality wishes of the client.

Appendix A: Frequently Asked Questions

Q: Will the Red Cross provide funds or materials beyond smoke alarms and education materials?

A: The resources provided by the Red Cross are limited to smoke alarms, home fire preparedness education supplies, and training materials. These supplies are available in limited quantities and are not meant to replace fire department budgeting for smoke alarm purchases. In order to reduce fire death and injuries by 25 percent, the Home Fire Campaign assumes the continuation of existing smoke alarm purchases by fire departments.

Q: Will the Red Cross provide me with any alarms our department wants?

A: The alarms are limited to long-life, sealed/tamperproof, ionization or photoelectric alarms, as resources allow. Again, these alarms are not meant to replace budgeting by fire departments for existing smoke alarm programs.

Q: Does the Red Cross have any assistive alarm technology for people who are deaf or hard of hearing?

A: The Red Cross has a limited number of bed-shaking alarm units. Your Red Cross representative can discuss the process for obtaining and installing these devices if the need arises. Should our inventory be depleted, we ask that coalition partners work together to find community resources to meet this need.

Q: We want to bring houses up to code. Why can't our department install more than an average of three alarms per home?

A: The Red Cross aims to do the greatest good for the greatest number of people in need. We will not succeed in reducing fire deaths and injuries 25 percent in five years if we bring every home up to code, as that would require more alarms per home than we can provide. Fire departments are welcome to supplement the alarms provided by the Red Cross with additional alarms they have procured from other sources to bring homes up to code. Additionally, the *Partner Direct Service Acknowledgment Form* advises residents that they still may need additional alarms to be up to code.

Q: We must use our own data form and/or liability form as required by our City Manager and/or Fire Department. Can we do so?

A: If the City Manager or other authority requires an additional form be signed by clients to enable your participation, you are welcome to do so. However, this does not replace the Red Cross Partner Direct Service Acknowledgment Form, which must be completed for each home visit. You are permitted to complete additional forms documenting similar information for any internal purposes as you have need.

Q: Will the Red Cross provide batteries to install in working alarms?

A: Batteries will be available as resources allow.

Q: May my fire department refer to our participation in this campaign for fundraising purposes?

A: Yes, please use the following approved language:

“The [Insert Fire Department] is proud to announce its participation in the Home Fire Campaign. The Home Fire Campaign has been launched by the American Red Cross to reduce the number of deaths and injuries caused by home fires by as much as 25 percent over five years. Achieving this goal is beyond the means of any one organization, and the [Insert Fire Department] is proud to partner with the Red Cross and other coalition partners to achieve these goals.”

Please note that joint fundraising with the Red Cross is not permitted.

Q: May our fire department issue press releases and conduct other publicity promoting our involvement?

A: Yes, you may issue press releases to promote your involvement in the Home Fire Campaign. The Red Cross can provide you with ready-to-use templates regarding your partnership in the campaign. If you intend to release anything to the media, please let your primary Red Cross representative know in advance for awareness and coordination purposes.

Q: Are we allowed to work with other organizations to implement the campaign?

A: Yes. In fact, you are encouraged to bring other partners on board to help implement the campaign. However, by participating as a direct service provider of this program, it is expected that you have the capability to deliver services without additional inter-organizational support and will not give alarms away to other organizations to distribute outside program guidance.

Q: If my fire department isn't ready to lead home visits and installations, are there other opportunities to participate beyond providing direct service?

A: Yes, you can support other Home Fire Campaign needs in your area. Contact your local Red Cross to learn more.

Q: What languages are the home fire preparedness education materials available in?

A: Home fire preparedness education materials are available in English and Spanish. Other language support can be explored on a case-by-case basis.

Q: Can I complete other activities that are part of my organization's mission while implementing the campaign?

A: Partners are welcome to integrate campaign activities into existing services, particularly where they align with the overall goal of home safety. Activities that promote specific political, ideological or religious platforms are prohibited.

Q: Can we co-brand campaign materials with the Red Cross?

A: Yes, generally co-branding of Home Fire Campaign printed materials is an option that is available. Any cost associated with co-branding is the responsibility of the fire department making the request. Consult with your local Red Cross representative to learn more.

Q: Will the Red Cross additionally insure my fire department?

A: No, the Red Cross will not additionally insure fire departments. Please speak with your Red Cross representative to find out how to acquire more information on this topic. If, after speaking with your Red Cross representative, you still have additional questions concerning insurance or liability, please email HFCInsurance@redcross.org.

Q: What other tools and equipment will my fire department need to complete installations?

A: Common equipment used to install smoke alarms includes: ladders, pens, drills, screwdrivers, drywall screws, and any safety or cleaning tools needed to safely and considerately install alarms.

Q: What do we do if we receive defective alarms or incomplete materials?

A: Contact your Red Cross representative to replace any defective or incomplete materials.

Appendix B: Background Check Information and Letter of Certification Concerning Background Checks

The Red Cross has established minimum standards for a successful background check for all employees and volunteers. The two minimum requirements are:

- Verification of the social security number;
- A clear record in the National Criminal File for the past seven years (in most states), from the date of disposition, release from jail or prison, or release from probation or parole, whichever occurs latest.

Social Security Number Verification

The purpose of the social security number verification is to confirm the identity of each individual who volunteers or works with the Red Cross. Each individual must enter his or her own social security number on the vendor's secure website.

At this time, the social security number as a unique identifier is the most reliable, accurate, and common way to confirm that a person is who he or she claims to be. In addition, the vendor uses the social security number to screen against criminal records found for people with the same names and dates of birth. By doing so, our vendor lessens the possibility of “false positive” criminal hits, thereby reducing the chances that Red Cross volunteers and employees will have to work to clear their records of crimes that they have not committed.

If a discrepancy is found, the vendor will issue a pre-adverse action letter alerting the individual of the discrepancy and providing instructions on how to resolve the inaccuracy.

Review of National Criminal File

The National Criminal File contains 100 million criminal records from all 50 states, including prison, parole and release information from state Departments of Corrections, Administrative Offices of the Courts and other agencies. Sexual offender registries are included, as well.

The Red Cross minimum background check requires a search of the National Criminal File for convictions of certain crimes, including those listed in the Screening Matrix of Crimes and Associated Key Terms (see below). The search includes convictions within the past seven years (in most states), from the date of disposition, release from jail or prison, or release from probation or parole, whichever occurs latest.

Volunteers, employees and candidates will be precluded from service if the background check shows a court-imposed penalty for one of the crimes listed in the matrix (or a similar crime). Furthermore, any person on a state or federal sex offender registry will also be excluded from Red Cross employment and volunteer service. **Court-ordered penalties include:**

- Guilty;
- No contest;
- Nolo contendere;
- Probation (including probation pending);
- Deferred (including deferred adjudication, deferred prosecution or deferred dismissed);
- Prayer for judgment;
- Expunged/sealed (unless prohibited by state law).

Background Check Crime Types

Candidates for employment or volunteers with verified convictions of the crimes listed below may not be eligible for employment or volunteering at the Red Cross without additional information and review by the Human Resources/Talent Acquisition background review committee. This matrix is a representation of background check discrepancies that generally warrant a “Red” score.

Crime Type	Key Words
Violent Crime	· Arson · Battery · Carrying a concealed weapon · Harassment · Kidnapping · Murder (including attempted) · Unlawful imprisonment · Vehicular homicide/manslaughter · Violation of restraining order · Assault · Burglary · Child abuse or neglect · Homicide · Manslaughter · Reckless endangerment · Unlawful wounding
Sex Crimes	· Child molestation · Indecent exposure · Presence on a sex offender list or registry · Rape · Selling/distributing child pornography · Sexual assault · Sexual misconduct · Crime against nature · Pornography · Prostitution · Sexual exploitation · Solicitation of prostitute
Financial Crimes	· Access device fraud · Embezzlement · Financial exploitation · Fraud · Theft · Burglary · Extortion · Forgery · Robbery · Worthless checks
Drug Crimes	· Manufacturing, delivering, possessing, or using a controlled substance
Miscellaneous Crimes	· Accessory or principal to a felony · Evading arrest; fleeing from an officer · Impersonating an officer · Obstruction of justice; obstruction of officers · Perjury · Tampering with utility meters · Tampering with a witness · Threatening telephone calls or communications

TEMPLATE CERTIFICATION LETTER CONCERNING BACKGROUND CHECKS

(Must place on your fire department's letterhead)

_____ (Name of Fire Department) _____ certifies that at least one member of each home visit team that the fire department assembles to carry out American Red Cross Home Fire Campaign activity has a completed background check at the time of each home visit. The background check must meet or exceed the Red Cross minimum requirements.

The Red Cross background check minimum requirements are:

- ✓ Verification of each member's social security number
- ✓ A clear record (no convictions) in the National Criminal File for the past seven years (from the date of disposition, release from jail or prison, or release from prison or parole, whichever occurs latest).

Signed by:

Name of Fire Department:

Title/Role:

Date:

Appendix C: Partner Direct Service Acknowledgment Form



Partner Direct Service Acknowledgment Form

V. 8/1/2016

Home Address		
Address *	Apt / Unit # * Mark "NA" if Not Applicable	
City *	State *	Zip *
Services Provided		
# of 10-year smoke alarms installed and tested? *	Did the resident(s) create a fire escape plan? *	Yes / No
# of 9-volt smoke alarms installed and tested? *	Did the resident(s) review the Home Fire Safety Checklist? *	Yes / No
# of bedside alarms installed and tested for people who are deaf or hard of hearing? *	Did the resident(s) learn about a local hazard? *	Yes / No
# of batteries replaced? *	If yes, what hazard?	

I am a resident of the home at the address above. Today, I received the services indicated on this form. I also received instructions about how to use and maintain smoke alarms. It is my responsibility to maintain the smoke alarm(s) per the manufacturer's recommendations and to test the alarm(s) monthly. It is also my responsibility to make sure I have the appropriate type of smoke alarms in my home. Different types of alarms, ionization and photoelectric, detect fires differently and experts recommend having both types. It is additionally my responsibility to make sure that I have the appropriate number of smoke alarms and that the alarms are in appropriate locations. Furthermore, the American Red Cross and its partners are not responsible for determining the appropriate type, number or location of smoke alarms.

Your signature indicates that you have read the information above and that you agree with its content.

Resident's Printed Name *	Red Cross/ Partner Printed Name *
Resident's Signature *	Red Cross/ Partner Signature *
Date: ____/____/____ *	Date: ____/____/____ *

Initial Assessment Upon Visit	
How many people live here? *	How many pre-existing smoke alarms does the household already have?
How many youth ages 17 and under live here?	How many pre-existing smoke alarms are working?
How many adults ages 65 and older live here?	Is a bedside alarm needed for people who are deaf or hard of hearing? *
How many individuals with a disability, or an access or functional need live here?	Yes / No
How many veterans, military members, or military family members live here?	Additional Notes:
Partner Reporting	Region Designated Reporting Fields
National Partner *	Optional 1.
Local Partner(s) *	Optional 2.
Information for Future Follow-up	
Did the client provide contact info? *	Yes / No
Cell Phone Number	Email Address
	Other Phone Number
Administrative Section: Complete Section Below after Record is Entered into the Online Reporting Portal	
Who entered the record into the online reporting portal?	
What date was record submitted into the online reporting portal? ____/____/____	

Appendix D: Fire Department Service Delivery Implementation Plan

Home Fire Campaign Service Delivery Implementation Plan Application		
Please complete this plan, and send it to [insert local contact information, name, phone number or email]. The American Red Cross signature is not required upon submission. Following receipt of this form, a Red Cross representative will follow up to further discuss your plan, answer any questions you may have, and coordinate administrative details (including quantity and availability of smoke alarms).		
Contact Information		
Fire Department Name:		
Point of Contact Name:	Phone:	
Email:	Preferred Contact Method:	
Address:		
City:	State:	ZIP Code:
County:	Optional FDID #:	Number of Stations:
Staffing Type: ☐ All paid ☐ All volunteer ☐ Combination, mostly paid ☐ Combination, mostly volunteer		
Service Delivery Justification		
Before any smoke alarms or Home Fire Campaign materials are provided to your fire department, a Service Delivery Implementation Plan must be completed and signed which will lay out your department's plan and outline the expectations of participation and partnership, including fiscal accountability of the Red Cross alarms provided.		
1) Describe any smoke alarm or preparedness program that your fire department already conducts or has conducted in the recent past:		

2) Identify specific areas or population groups in your community that demonstrate a high need for smoke alarms or education:

(Note: These areas/population groups in high need are likely to be the recipients of Home Fire Campaign service delivery.)

3) Estimate the number of households you wish to reach with Home Fire Campaign service delivery:

4) Propose a timeline for implementing service delivery in the households listed above. Be sure to include a proposed start date and an anticipated deadline for completion:

5) Provide a rough outline of how you plan to install smoke alarms and provide preparedness education in homes. (Specify what implementation model you intend to use: rally, appointment-based, a combination, or an alternate model. See Planning section for details on each model):

6) Do you have any additional services or programs you plan to provide at the same time as campaign services in residences homes? If yes, please explain:

7) Provide any additional information you would like the Red Cross to be aware of as it relates to installing smoke alarms and providing fire safety education in homes:

Commitment and Signature

On behalf of my fire department, I commit to conduct smoke alarm installations and fire safety education home visits in accordance with Red Cross guidance and requirements, to include:

1. The installation of all smoke alarms received in households at high risk for home fires, up to three per home. Alarm giveaways or other means of distribution are prohibited;
2. Utilization of home fire safety education materials and the completion of a fire safety plan with the same clients receiving smoke alarm installations;
3. Completion and submission of Partner Direct Service Acknowledgment Forms for every home visit conducted to the Red Cross;
4. Accurately account for alarms received and acknowledge financial responsibility for smoke alarms designated to my fire department for installation; and
5. Verification of clean background checks for at least one person per implementation team.

I additionally acknowledge that completing this Service Delivery Implementation Plan does not guarantee my participation in the Home Fire Campaign. The Red Cross reserves the right to ask for the return of smoke alarms and associated materials and terminate the agreement at any time if they are not used in an appropriate manner or not used in accordance with the agreement.

By signing below, I acknowledge that I have read, understood and agreed to the requirements for participation in the Home Fire Campaign.

Fire Department Program Manager:

Date:

DO NOT WRITE BELOW THIS LINE

Red Cross Representative:

Date:

Appendix E: Acknowledgment of Inventory Accountability

ACKNOWLEDGMENT OF INVENTORY ACCOUNTABILITY	
_____(Name of Fire Department)_____ acknowledges receipt of (Insert Number) smoke alarms from the American Red Cross on (Insert Date). By signing below, _____(Name of Fire Department)_____ accepts full responsibility for the smoke alarms and commits to installing the alarms in client residences. If uninstalled alarms remain in our possession as of (Insert Date), our fire department will return the remainder to the Red Cross within one month, or the Red Cross and _____(Name of Fire Department)_____ will revise the terms of the Service Delivery Implementation Plan to extend installation implementation period. If greater than 5 percent alarms are lost or unaccounted for at the end of the agreed-upon implementation period, _____(Name of Fire Department)_____ will assume financial responsibility and reimburse the Red Cross. If our fire department exceeds the original alarm installation projection number and desires to install additional alarms, we understand we must contact the Red Cross representative to request additional alarms.	
Fire Department Program Manager:	Date:
Fire Department Staff with Fiduciary Responsibility:	Date:
DO NOT WRITE BELOW THIS LINE	
Red Cross Representative:	Date:

Home Fire Safety Checklist



Cooking Safety

- ☐ "Keep an eye on what you fry." Stay in the kitchen when frying, grilling or using an open flame.



Fireplaces, Space Heaters, Baseboards, etc.

- ☐ "3 feet from the heat." Furniture, curtains, dish towels and anything that could catch fire are at least 3 feet from any type of heat source.



Smoking Safety

- ☐ Never smoke in bed.



Electrical and Appliance Safety

- ☐ Large and small appliances are plugged directly into wall outlets.



Children Playing

- ☐ Matches and lighters are locked away.



Smoke Alarms

- ☐ Make sure you have working smoke alarms. Different types of smoke alarms, ionization and photoelectric, detect fire in different ways. Experts recommend having both types in your home.
- ☐ Change smoke alarm batteries every year unless it has a long-life battery.
- ☐ Replace smoke alarms every ten years.
- ☐ A combination of working smoke alarms and fire sprinklers decreases the risk of dying in a home fire.

Home Fire Escape Plan

At least twice a year, use your home fire escape plan to practice your 2-minute drill with all your family members. Practice makes perfect! After each fire drill, mark down your escape time.

Practice your 2-minute drill.

Make sure everyone can escape in 2 minutes or less.

Drill 1

Drill 2



FEMA



Lista para verificar la seguridad durante un incendio domestico



Medidas de seguridad en la cocina

- ☐ Esté atento a la hora de freír. Permanezca en la cocina cuando frite, use la parrilla o esponja algo a fuego directo.



Chimeneas, calefactores, zócalos radiantes, etc.

- ☐ A 1 metro del fuego. Los muebles, las cortinas, las toallas de cocina y cualquier otro objeto que pueda incendiarse debe estar a por lo menos 1 metro de distancia de cualquier fuente de calor.



Medidas de seguridad para fumadores

- ☐ Nunca fume en la cama.



Medidas de seguridad respecto a electrodomésticos

- ☐ Los electrodomésticos, tanto grandes como pequeños, se deben enchufar directamente a las tomas de corriente.



Niños jugando

- ☐ Los fósforos y los encendedores deben guardarse bajo llave.



Detectores de humo

- ☐ Asegúrese de tener en casa alarmas/detectores de humo funcionales. Hay diferentes tipos de alarmas contra incendios, las de ionización y fotoeléctricos detectan fuego de diferentes maneras. Expertos recomiendan tener ambos tipos de alarmas contra incendios en casa.
- ☐ Cambie las baterías del detector de humo una vez al año, a menos que tenga baterías de larga vida.
- ☐ Reemplace los detectores de humo cada diez años.
- ☐ Una combinación de alarmas de humo y rociadores contra incendio en funcionamiento disminuye el riesgo de morir en un incendio doméstico.

Plan para desalojar de la casa en caso de incendio

Por lo menos dos veces al año, practique su plan de evacuación para incendios con todos los miembros de su familia. ¡La práctica hace al maestro! Después de cada simulacro de incendio, indique el tiempo que tardaron en evacuar.

Practique su plan de escape hasta que todas en casa puedan salir en menos de dos minutos.

Asegúrese de que todos puedan evacuar en 2 minutos como máximo.

Simulacro 1

Simulacro 2



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Home Fire Escape Plan

Use the graph to draw your home's floor plan and plot your home fire escape routes.

Tips for creating your home fire escape plan and practicing your 2-minute drill:

- Everyone in your household should know two ways to escape from each room in your home.
- Smoke is dangerous. Get low and go!
- Decide where to meet once you get outside:

- Get out and stay out. Never go back inside for people, pets or things.
- If a fire starts, you may have less than *two minutes* to get to safety. So time your fire drills and find out: what's your escape time?



If a fire starts in your home, get out to safety, then dial 911.

You can keep your family safe with 2 simple steps.



Practice your 2-minute drill.



Test your smoke alarms monthly.

Home Address		
Address *	Apartment or Mobile Home # * Mark "NA" if Not Applicable	
City *	State *	Zip * _____
Services Provided		
# of new smoke alarms installed and tested? *	Did the resident(s) create a fire escape plan? * Yes / No	
# of new bed shaker alarms installed and tested (DHH) *	Did the resident(s) review the Home Fire Safety Checklist? * Yes / No	
Serial number(s) of any new bed shaker alarms *	Did the resident(s) learn about a local hazard? * Yes / No	
# of batteries replaced? *	If yes, what hazard?	

I am a resident of the home at the address above. Today, I received the services indicated on this form. I also received instructions about how to use and maintain smoke alarms. It is my responsibility to maintain the smoke alarm(s) per the manufacturer's recommendations and to test the alarm(s) monthly. It is also my responsibility to make sure I have the appropriate type of smoke alarms in my home. Different types of alarms, ionization and photoelectric, detect fires differently and experts recommend having both types. It is additionally my responsibility to make sure that I have the appropriate number of smoke alarms and that the alarms are in appropriate locations. Furthermore, the American Red Cross and its partners are not responsible for determining the appropriate type, number or location of smoke alarms.

Your signature indicates that you have read the information above and that you agree with its content.

Resident's Printed Name *

Red Cross/ Partner Printed Name *

Resident's Signature *

Red Cross/ Partner Signature *

Date: ____/____/____ *

Date: ____/____/____ *

Initial Assessment Upon Visit	
How many people live here? *	How many pre-existing smoke alarms does the household already have? *
How many youth ages 17 and under live here? *	How many pre-existing smoke alarms are working? *
How many adults ages 65 and older live here? *	Additional Notes:
How many individuals with a disability, or an access or functional need live here? *	
How many veterans, military members, or military family members live here? *	
Partner Reporting	Region Designated Reporting Fields
National Partner *	Optional 1.
Local Partner(s) *	Optional 2.
Information for Future Follow-up	
Did the client provide contact info? * Yes / No	Email Address
Cell Phone Number	Other Phone Number

Administrative Section: Complete Section Below after Record is Entered into the Online Reporting Portal

Who entered the record into the online reporting portal?

What date was record submitted into the online reporting portal?

____/____/____



Formulario de Acuse de Recibo de Servicio Directo de Asociado "Partner Direct Service Acknowledgment Form"

V 1/1/2019

Dirección de Casa

Dirección *	Apartamento o Casa Móvil # * Marque "NA" si No Aplica	
Ciudad *	Estado *	Código Postal * _____

Servicios Proporcionados

¿# de alarmas detectoras de humo nuevas instaladas y probadas? *	¿El(los) residente(s) elaboró(aron) un plan de escape de incendio? *	Sí / No
¿# de alarmas de cama nuevas instaladas (DHH)? *	¿El(los) residente(s) revisó(aron) La Lista de Verificación de Seguridad Incendio en el Hogar? *	Sí / No
Números de serie de cualquiera alarmas de cama instaladas *	¿El(los) residente(s) aprendió(eron) acerca de los peligros locales? *	Sí / No
¿# de baterías reemplazadas? *	¿Si sí, cuál peligros?	

Soy un residente de la casa ubicada en el domicilio anterior. Hoy recibí los servicios indicados en este formulario. También recibí instrucciones de cómo usar y dar mantenimiento a las alarmas de humo. Es mi responsabilidad el dar mantenimiento a la(s) alarma(s) de humo de acuerdo a las recomendaciones del fabricante y probar la(s) alarma(s) mensualmente. También es mi responsabilidad asegurarme de tener el tipo apropiado de alarma de humo en mi hogar. Los diferentes tipos de alarmas, ionización y fotoeléctrica, detectan los incendios de manera diferente y los expertos recomiendan tener ambos tipos. También es mi responsabilidad asegurarme de tener el número adecuado de alarmas de humo y que las alarmas estén ubicadas en lugares apropiados. Además, ni Cruz Roja Americana ni sus asociados son responsables por determinar el tipo apropiado, cantidad y ubicación de las alarmas de humo.

Su firma indica que ha leído la información anterior y que está de acuerdo con este contenido.

Nombre con Letra de Imprenta del Residente *

Cruz Roja / Nombre de Asociado en Letra de Imprenta *

Firma del Residente *

Firma de Cruz Roja / Asociado *

Fecha: ____/____/____ *

Fecha: ____/____/____ *

Evaluación Inicial en la Visita

¿Cuántas personas viven aquí? *	¿Con cuántas alarmas de humo pre-existentes ya cuenta el hogar? *
¿Cuántos menores de edad con edades de 17 años y menos viven aquí? *	¿Cuántas alarmas de humo pre-existentes funcionan? *
¿Cuántos adultos con edades de 65 años o más viven aquí? *	Notas Adicionales:
¿Cuántos individuos con discapacidades o necesidades de acceso o funcionales viven aquí? *	
¿Cuántos veteranos, militares o miembros de una familia de militar viven aquí? *	

Informe de Asociado

Campos de Informe Designados por Región

Asociado Nacional *	Opcional 1.
Asociado(s) Local(es) *	Opcional 2.

Información para Seguimiento Futuro

¿El cliente proporcionó información de contacto? * Sí / No	Dirección de Email
Teléfono Celular	Otro Número Telefónico

Sección Administrativa: Complete la Sección a Continuación después de que se Ingrese un Registro en el Portal de Informes Online

¿Quién ingresó el registro en el portal de registro online?

¿En qué fecha de envió el registro al portal de informes online?

____/____/____

Home Fire Campaign Service Delivery Implementation Plan Application

Please complete this plan, and send it to [insert local contact information, name, phone number or email]. The American Red Cross signature is not required upon submission. Following receipt of this form, a Red Cross representative will follow up to further discuss your plan, answer any questions you may have, and coordinate administrative details (including quantity and availability of smoke alarms).

Contact Information

Fire Department Name:

Point of Contact Name:

Phone:

Email:

Preferred Contact Method:

Address:

City:

State:

ZIP Code:

County:

Optional FDID #:

Number of Stations:

Staffing Type: ☐ All paid ☐ All volunteer ☐ Combination, mostly paid ☐ Combination, mostly volunteer

Service Delivery Justification

Before any smoke alarms or Home Fire Campaign materials are provided to your fire department, a Service Delivery Implementation Plan must be completed and signed which will lay out your department's plan and outline the expectations of participation and partnership, including fiscal accountability of the Red Cross alarms provided.

1) Describe any smoke alarm or preparedness program that your fire department already conducts or has conducted in the recent past:

Home Fire Campaign Service Delivery Implementation Plan Application

Please complete this plan, and send it to [insert local contact information, name, phone number or email]. The American Red Cross signature is not required upon submission. Following receipt of this form, a Red Cross representative will follow up to further discuss your plan, answer any questions you may have, and coordinate administrative details (including quantity and availability of smoke alarms).

2) Identify specific areas or population groups in your community that demonstrate a high need for smoke alarms or education

Note: These areas/population groups in high need are likely to be the recipients of Home Fire Campaign service delivery.

3) Estimate the number of households you wish to reach with Home Fire Campaign service delivery:

4) Propose a timeline for implementing service delivery in the households listed above. Be sure to include a proposed start date and an anticipated deadline for completion:

5) Provide a rough outline of how you plan to install smoke alarms and provide preparedness education in homes. (Specify what implementation model you intend to use: rally, appointment-based, a combination, or an alternate model. See [Planning](#) section for details on each model):

Home Fire Campaign

Service Delivery Implementation Plan Application

Please complete this plan, and send it to [insert local contact information, name, phone number or email]. The American Red Cross signature is not required upon submission. Following receipt of this form, a Red Cross representative will follow up to further discuss your plan, answer any questions you may have, and coordinate administrative details (including quantity and availability of smoke alarms).

6) Do you have any additional services or programs you plan to provide at the same time as campaign services in residences homes? If yes, please explain:

7) Provide any additional information you would like the Red Cross to be aware of as it relates to installing smoke alarms and providing fire safety education in homes:

Commitment and Signature

On behalf of my fire department, I commit to conduct smoke alarm installations and fire safety education home visits in accordance with Red Cross guidance and requirements, to include:

1. The installation of all smoke alarms received in households at high risk for home fires, up to three per home. Alarm giveaways or other means of distribution are prohibited;
2. Utilization of home fire safety education materials and the completion of a fire safety plan with the same clients receiving smoke alarm installations;
3. Completion and submission of Partner Direct Service Acknowledgment Forms for every home visit conducted to the Red Cross;
4. Accurately account for alarms received and acknowledge financial responsibility the smoke alarms designated to my fire department for installation; and
5. Verification of clean background checks for at least one person per implementation team.

I additionally acknowledge that completing this Service Delivery Implementation Plan does not guarantee my participation in the Home Fire Campaign. The Red Cross reserves the right to ask for the return of smoke alarms and associated materials and terminate the agreement at any time if they are not used in an appropriate manner or not used in accordance with the agreement.

By signing below, I acknowledge that I have read, understood and agreed to the requirements for participation in the Home Fire Campaign.

Fire Department Program Manager:

Date:

DO NOT WRITE BELOW THIS LINE

Red Cross Representative:

Date:

3.2



WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III
KAYLA C. SCHMITZ

PHONE: (507) 895-8200
FAX: (507) 895-8458

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator

FROM: Skip Wieser, City Attorney
Kayla C. Schmitz, Assistant City Attorney

DATE: May 21, 2025

RE: Amendment to Solid Waste Contract

5/21/25

ASST. City Attorney

Attached for City Council consideration find the proposed amendment to the Solid Waste Contract dated November 9, 2018.

1. Section 1 of the Contract is amended to reflect a termination date of December 31, 2030.
2. Section 3 is amended to reflect the rates for refuse services per 33-gallon refuse bag and for recycling services per recycling cart for the years 2025 through 2030. The annual rate adjustment for both will go into effect January 1st of each year.
3. Section 9.15 of the Contract is amended to reflect the application of a fuel surcharge if the price of diesel fuel exceeds \$4.75 per gallon.

All other terms of the Contract that have not been amended will remain in effect.

I look forward to discussing this with you at the upcoming City Council meeting.

**FIRST AMENDMENT TO
CONTRACT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF REFUSE
AND RECYCLING FOR THE CITY OF LA CRESCENT, MN DATED NOVEMBER 9,
2018**

THIS AMENDMENT is made and entered into this ____ day of May, 2025, by and between the City of La Crescent, a Minnesota Municipal Corporation (the "City"), and Hilltopper Refuse & Recycling Service, Inc., a Wisconsin Corporation ("Contractor").

WHEREAS, the parties entered into a Contract for refuse and recycling services on November 9, 2018 which is attached hereto as Exhibit "A" "Contract" and incorporated herein by reference;

WHEREAS, Section 9.3 of the Contract permits amending the Contract by way of written agreement executed by the parties;

WHEREAS, the parties are desirous of amending said Contract.

NOW THEREFORE, for the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1. Term shall be amended to read as follows:

The Contract will terminate on December 31, 2030.

If Contractor refuses or fails to complete the services described herein in a manner satisfactory to the City, the City may by written notice to the Contractor give notice of its intention to terminate this Contract. After such notice, the Contractor shall have thirty (30) days to cure, to the satisfaction of the City. If the Contractor fails to cure, the City shall send the Contractor a written termination letter, which shall be effective upon deposit in the United States Mail to Contractor's address as stated herein. Termination shall not affect the City's right to make a claim against Contractor or its performance bond for the damages on the account of such breach.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by the Contractor to the effective date of the termination.

2. Section 3 shall be deleted in its entirety and shall be replaced with the following:

- 3.1 Rates for Refuse Services. The rates for refuse services shall be as follows:

Year	Price per 33 Gallon Refuse Bag
2025	\$2.10
2026	\$2.85
2027	\$2.95
2028	\$3.07
2029	\$3.18
2030	\$3.30

- 3.1.2 The annual rate adjustment shall go into effect on the 1st day of January each year.

- 3.1.3 City will sell bags to existing businesses for resale to consumers.

- 3.2 Rates for Recycling Services. The rates for recycling services shall be as follows:

Year	Price Per Recycling Cart
2025	\$3.50
2026	\$3.62
2027	\$3.75
2028	\$3.88
2029	\$4.02
2030	\$4.16

- 3.2.1 The annual rate adjustment shall go into effect on the 1st day of January each year.

- 3.2.2 Contractor shall provide for the collection of recyclable materials on an every-other-week basis. The Contractor is solely responsible for notifying property owners within the City the weeks when recycling services is provided.

- 3.2.3 The City will collect, from property owners, all fees for recycling. The City will remit to the Contractor on a monthly basis for recycling collection.

- 4 Section 9.15 shall be amended to read as follows:

9.15 Fuel Surcharge. A fuel surcharge may be applied if the price of diesel fuel exceeds \$4.75 per gallon. This surcharge shall be calculated as 1% of the total invoice, rounded up to the nearest whole cent, for every \$0.10 increase above \$4.75 per gallon. The maximum surcharge shall not exceed 5%.

All other terms and obligations not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment by their officers on the day and year first above written.

Dated: _____

CITY OF LA CRESCENT

By: _____
Mikel Poellinger, Mayor

By: _____
Bill Waller, City Administrator

By: _____
Angie Boettcher, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HOUSTON)

The forgoing instrument was acknowledged before me this _____ day of _____, 2025, by Mikel Poellinger as Mayor, Bill Waller as City Administrator, and Angie Boettcher as City Clerk for the City of La Crescent, personally appearing.

Notary Public

Dated: _____

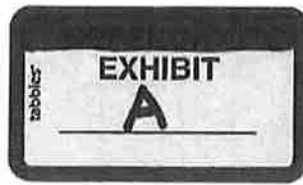
HILLTOPPER REFUSE & RECYCLING
SERVICE, INC.

By: _____
Gary Hougom
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HOUSTON)

The forgoing instrument was acknowledged before me this _____ day of
_____, 2025, by Gary Hougom as _____ for Hilltopper Refuse &
Recycling Service, Inc., personally appearing.

Notary Public



**CONTRACT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF REFUSE
AND RECYCLING FOR THE CITY OF LA CRESCENT, MN**

THIS CONTRACT is made and entered into this 9th day of November, 2018, by and between the City of La Crescent, a Minnesota Municipal Corporation (the "City"), and Hilltopper Refuse & Recycling Service, Inc., a Wisconsin Corporation ("Contractor")

WHEREAS, the City is desirous of entering into a Contract for the collection, transportation and disposal of Residential Mixed Municipal Solid Waste Bags (hereinafter "Bags") and collection of recyclable materials from residential properties within the City; and

WHEREAS, the Contractor is desirous of entering into a Contract with the City with respect to such services.

NOW THEREFORE, it is mutually agreed between parties as follows:

SECTION 1. TERM:

The Contract will commence as of January 1, 2019 and will terminate on December 31, 2025.

If Contractor refuses or fails to complete the services described herein in a manner satisfactory to the City, the City may by written notice to the Contractor give notice of its intention to terminate this Contract. After such notice, the Contractor shall have thirty (30) days to cure, to the satisfaction of the City. If the Contractor fails to cure, the City shall send the Contractor a written termination letter, which shall be effective upon deposit in the United States Mail to Contractor's address as stated herein. Termination shall not affect the City's right to make a claim against Contractor or its performance bond for the damages on the account of such breach.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by the Contractor to the effective date of the termination.

SECTION 2. SCOPE OF SERVICE:

The Contractor shall provide for the collection of residential mixed municipal solid waste bags sold by retailers in the City and shall collect all Residential Mixed Municipal Solid Waste Bags within the City. Collection of Bags shall be weekly. The collection day will be Wednesday between the hours of 7:00 a.m. and 6:00 p.m. The hauler shall transport all solid waste collected within the City of La Crescent to the Houston County Designated Site. The disposal of all solid waste collected by the hauler must comply with all Houston County, State of Minnesota, and Federal Laws and Regulations now in effect and as they may be amended during the term of this contract.

Beginning January 1, 2019 through April 1, 2019, Contractor shall provide for the collection of recyclable materials weekly within the City. Then beginning April 1, 2019

and every week thereafter during the term of this Agreement, Contractor shall provide for the collection of recyclable materials on an every other week basis. The collection day will be Wednesday between the hours of 7:00 a.m. and 6:00 p.m. The collection shall take place simultaneously with the collection of Bags.

The Contractor shall transport all recycling collected within the City to Houston County designated site. The disposal of all recycling must comply with all Houston County, State of Minnesota, and federal laws and regulations now in effect as they may be amended during the term of this Contract.

In March 2019, Contractor will distribute ninety-five (95) gallon cart for recycling purposes ("Recycling Carts") to all residential properties within the City. The cost and distribution of the carts shall be Contractor's sole responsibility.

Contractor shall be responsible for maintenance of the carts, except in the case of abuse, misuse, theft, or removal by property owner. In said event, the cost of the replacement cart shall be paid by the property owner. In all other situations, Contractor shall replace the damaged or broken carts free of charge. In no event shall City be liable for maintenance or replacement of the Recycling Carts.

Upon termination of this Agreement, Contractor shall collect all Recycling Carts at Contractor's expense. Recycling Carts are to be handled with reasonable care to avoid damage and are to be replaced in an upright position with the lids closed.

Contractor should not perform any additional services without the express permission of City.

SECTION 3. RESIDENTIAL COLLECTION AND RECYCLING RATES:

3.1 Rates for Refuse Services. The rates for refuse service shall be as follows:

33 Gallon Bag - \$1.98 each

3.1.2 City will sell bags to existing businesses for resale to consumers.

3.2 Rates for Recycling Services. The rates for recycling services shall be as follows:

Recycling - \$3.40/month/residence.

3.2.1 Beginning January 1, 2019 through April 1, 2019, Contractor shall provide for the collection of recyclable materials weekly within the City. Then beginning April 1, 2019 and thereafter during the term of this Agreement, Contractor shall provide for the collection of recyclable materials on an every other week basis. The Contractor is solely responsible for notifying property owners within the City the weeks when recycling service is provided.

3.2.2 The City will collect, from property owners, all fees for recycling. The City will remit to the Contractor on a monthly basis for recycling collection.

SECTION 4. UNIT COUNT:

The Contractor and the City shall use a unit count of 2,072 residential units as the initial number of units being serviced for recycling only. In or about June 2019, the parties agree to review the unit count to determine its accuracy, and the parties shall adjust to reflect the number of residential units. Thereafter, the number of units will be adjusted based on the number of units reported by the City and defined by the City's Solid Waste Ordinance, and by Houston County Environmental Services.

SECTION 5. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection and transportation of refuse and recyclables. The Contractor shall make every effort to maintain established pickups even though conditions such as weather may be adverse. Bags shall be handled with reasonable care to avoid damage. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be preformed hereunder shall be done so as to protect the highest extent possible the public health and safety.

All residential collection service shall be conducted once a week on Wednesdays between the hours of 7:00 a.m. and 6:30 p.m. Any changes in the schedule shall be submitted in writing to the City Administrator. The hauler shall bear all costs involved in notifying customers of approved schedule changes.

When a holiday falls on any day prior to or on the pickup day, collection operations will be delayed by one (1) calendar day.

Contractor acknowledges that City may issue additional solid waste licenses for container, cart, or tote service.

SECTION 6. CONTRACTOR INSURANCE AND INDEMNIFICATION:

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

6.1.1 Worker's Compensation Insurance. Workers Compensation insurance shall meet the statutory obligations with Coverage B – Employers Liability limits

of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.

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

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

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

6.2 Irrevocable Letter of Credit. The Contract shall specify requirements for an Irrevocable Letter of Credit in the case of the Contractor’s failure to perform contracted services. The City shall be identified as the beneficiary of the Irrevocable Letter of Credit. The Irrevocable Letter of Credit shall be for a minimum amount of Two Hundred Thousand 00/100 Dollars (\$200,000). Said Irrevocable Letter of Credit to be renewed annually and verification of the ability to maintain said Irrevocable Letter of Credit will be provided to the City no later than December 15th of each year of this contract for the preceding year.

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

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

so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

SECTION 7. INDEMNIFICATION

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

- 7.1 arising under the Minnesota Environmental Response and Liability Act (MERLA) enacted in 1983;
- 7.2 its federal counterpart, the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act (SARA of 1986; together known as CERCLA); or
- 7.3 any administrative rule or statute of Minnesota or any other State.

SECTION 8. DISPUTE RESOLUTION

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

- 8.1 Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor and shall continue in that order until one name remains.
- 8.2 Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

SECTION 9. GENERAL PROVISIONS

- 9.1 Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- 9.2 Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- 9.3 Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- 9.4 Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- 9.5 Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.
- 9.6 Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:
- Notice to City: City of La Crescent
Attn: City Administrator
315 Main Street
La Crescent, MN 55947
- With a copy to: Wieser Law Office, P.C.
Attn: Al "Skip" Wieser, III
33 South Walnut Street, Suite 200
La Crescent, MN 55947
- Notice to Contractor: Hilltopper Refuse & Recycling Service, Inc.
Attn: Gary Hougom
W6833 Industrial Boulevard
Onalaska, WI 54650-9215
- 9.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Houston, State of Minnesota.
- 9.8 Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or

constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

- 9.9 Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
- 9.10 Government Data. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13 and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
- 9.11 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- 9.12 Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- 9.13 Education. Contractor will provide an informational package and calendar to residents in March 2019, approximately one and a half (1½) weeks prior to utilizing of the Recycling carts. Both Contractor and City will continue to work together to provide for communication to residents of the new Recycling Carts.
- 9.14 Solid Waste Tax. City will be responsible for reporting and payment of any solid waste tax imposed on the sale of bags.
- 9.15 Fuel Surcharge. In the event the price of diesel fuel in Houston County exceeds \$4.75 per gallon, the parties may enter negotiations at that time for purposes of agreeing to a temporary fuel surcharge.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have hereunto executed this Contract by their officers on the day and year first above written.

CITY OF LA CRESCENT

Dated: 11/19/2018

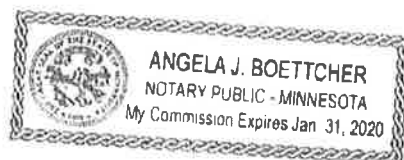
By: [Signature]
Mikel Poellinger, Mayor

By: [Signature]
Bill Waller, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HOUSTON)

The forgoing instrument was acknowledged before me this 9th day of November, 2018, by Mikel Poellinger, Mayor of the City of La Crescent and Bill Waller, City of La Crescent Administrator, personally appearing.

[Signature]
Notary Public, State of Wisconsin - Minnesota
My Commission: 1/31/2020



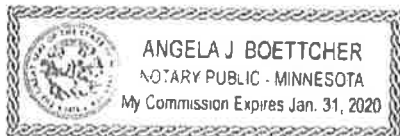
HILLTOPPER REFUSE & RECYCLING
SERVICE, INC.

Dated: 11-9-18
By: [Signature]
Gary Hougom
Its VP Sales

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

The forgoing instrument was acknowledged before me this 9th day of November,
2018, by Gary Hougom, personally appearing.

[Signature]
Notary Public, State of Wisconsin Minnesota
My Commission: 1/31/2020



#3.3



TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director 
DATE: May 22nd, 2025
RE: Resolution and grant agreement MNDOT 56th Street

MNDOT has provided a grant agreement following the acceptance of the bids for the S 6th Street improvements. Attached is the grant agreement and resolution to enter into the agreement.

The grant is for \$201,000 and will be used for the crossing improvement at Elm Street, the trail portion along S 6th Street and through Frank Kistler Memorial Park.

We would suggest the City Council approve the resolution and authorize the appropriate signatures for the grant agreement.

RESOLUTION 05-25-18

**RESOLUTION TO ENTER INTO THE ACTIVE TRANSPORTATION
PROGRAM GRANT AGREEMENT
GRANT TERMS AND CONDITIONS
SAP 236-590-001**

WHEREAS, the City of La Crescent has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

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

WHEREAS, the amount of the grant has been determined to be \$201,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of La Crescent does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

ADOPTED this 27th Day of May 2025.

SIGNED:

ATTEST:

City Clerk

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

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

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

RECITALS

1. Minnesota Statute § 174.38 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028** or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

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

3 Time

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

4 Consideration and Payment

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

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

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

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$201,000.00**.

4.2 Payment

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

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

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

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

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

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

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

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

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

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

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

6.2 Grantee's Authorized Representative is:

Tyler Benish, Public Works Director, 315 Main Street, La Crescent, MN 55947, 507-895-4971,
TBenish@cityoflacscent-mn.gov If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

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

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property Rights**

- 10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies

to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

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

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

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

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

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

14 Data Disclosure

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

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

- 16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 **Additional Provisions**

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

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

18.5 **Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may

improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

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

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

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

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with AT	
2023 AT General Fund Grant	\$201,000.00	General Fund Grant	
SAAS Acct 416		Funds:	
Other:		Construction of multi-use	\$201,000.00
	\$	trail improvements	
	\$		\$
			\$
Subtotal	\$201,000.00	Subtotal	\$201,000.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		AT General Fund	
Local Match	\$300,795.15	Grant Funds:	
Other:	\$	Construction of multi-use	\$300,795.15
	\$	trail improvements	
	\$		\$
	\$		\$
Subtotal	\$300,795.15	Subtotal	\$300,795.15
TOTAL FUNDS	\$501,795.15	TOTAL PROJECT	\$501,795.15
		COSTS	

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	2023 Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application
Submission Time:	February 2, 2024 11:03 am
Browser:	Chrome 121.0.0.0 / Windows
IP Address:	184.103.211.232
Unique ID:	1190538315
Location:	

Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application

I. Project Information

A. Applicant Information

Name	Lawrence Kirch
Agency Name	City of La Crescent
Job Title/Position	Community Development Director
Phone	(507) 895-4096
Email	lkirch@cityoflacrescent-mn.gov
Agency Type	State Aid City
Address	315 W Main Street La Crescent, MN 55947
County	Houston
MnDOT District	District 6

B. Lead Agency Sponsor Information

As a grant applicant, are you representing a township, non-state aid city, or a registered non-profit? If yes, you are required to have a county sponsor.	No, I am not a township, non-state aid city, or a registered non-profit
---	---

C. Project Funding

AT Request	201000
Local City Funds	542000
Other Funds	20000
Total project cost	763000
Are funds from all sources committed?	Yes

D. Brief Project Description

Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River.

Construct a 10' wide shared use connector path along the north side of S. 6th Street from the intersection of Elm Street (CSAH 6) and S. 6th Street (including bumpouts on the west side of intersection) to the aquatic center and then to S. 7th Street (also CSAH 6), in the City of La Crescent.

E. Project Location

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?

Yes

If yes, list all public entities that are a part of this project. An entity should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.

Houston County

Beginning Point - Latitude

43.82318208663279

Beginning Point - Longitude

-91.3081767721808

F. Funding Sources

Has this project been selected for federal funding?

No

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-AT eligible costs, as well as AT-eligible items in excess of the AT Infrastructure grant amount. The applicant understands this eligibility requirement and has executed this document for attachment to the application.

Yes

Township, non-state aid city, and registered non-profit applicants will need a state aid city or county to serve as their lead agency project sponsor. If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring county or state aid city agreeing to serve as a sponsor and to support the project by performing tasks identified above in section "Lead Agency Sponsor". The applicant understands this eligibility requirement and has obtained this document for attachment to the application.

Not applicable (application is from a state aid city, county or tribe)

The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant or lead agency sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this document from all impacted entities for attachment to the application.

Yes

Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.

Yes - project will have a service life of 10 or more years

Projects are required to be ready for construction in 2024 or 2025. The applicant understands this eligibility requirement and will award a contract and be under construction by December 15, 2025.

Yes

Please select the anticipated construction year

2024

Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this document for attachment to the application.

Not applicable (the proposed project does not have trunk highway impacts)

Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.

Yes

Active Transportation funds cannot be used to pay non-profit, local agency, or federally recognized Indian Tribe staff time to construct or install any improvements. Non-profit, local agency, or federally recognized Indian Tribe staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

H. Project Evaluation

Name

Tim Hruska

Job Title / Role

City Engineer/Project Manager

Email

THruska@whks.com

Phone

(507) 288-3923

II. Project Improvements & Safety

I. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?

Yes

Check any that apply below:

Pedestrians walk along the grass or ditch.

People walk or bike within a vehicle travel lane or roadway

Other

Please describe other response.

People walk through a narrow fence opening at the end of the S. 6th Street cul-de-sac and down a steep dirt path to get to the aquatic center. People walk or bike through a parking lot to get to the aquatic center from S. 7th Street. S.

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?

Yes

Check any that are present in the project area:

High vehicle speeds

High levels of traffic

Low stop or yield compliance for pedestrians or cyclists

Please use this space to more completely list and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.

Crossing Elm Street (CSAH 6) at S. 6th Street is currently a hazard for all pedestrians, especially younger children who are routinely walking or bicycling to the aquatic center from a nearby school. Creating a continuous shared use path from 7th Street where the RFFB was installed a few years ago to the park and aquatic center and continuing to 6th and Elm Street will provide a safe and accessible route to the park and aquatic center from either direction. As noted elsewhere, pedestrians and bicyclists have to walk/bike through a busy parking lot to get to the aquatic center from S. 7th Street. The project includes curb extensions at 6th and Elm (County Hwy 6), a narrowed 6th Street from Elm Street to the end of the cul-de-sac, with the path on the north side of 6th Street extended west to the aquatic center. The sidewalk/path extension down a slope will be improved to ADA standards from what is now a dirt path. 6th Street will be narrowed and provide a safe bicycling route into the downtown from 7th Street and from the north side of the city to the aquatic center.

The City Council is considering lowering speed limits on all city streets and has asked Houston County to examine lowering the speed on Elm Street which Houston County Highway 6. Elm Street is a collector street but lowering the speed from 30 mph to 25 mph would assist at multiple crossing points, including the intersection at Elm and S. 6th. S. 6th Street is in the city's street reconstruction plan and this project is enumerated as a high priority project in the Bicycle-Pedestrian Plan.

J. Types of Improvements

Curbs and medians

New curb and gutter
Curb extensions (concrete)
Curb extensions (paint and bollards)

Signage and striping

New signage (all types)
New crosswalk striping

Sidewalks and trails

ADA ramps
Trails and shared use paths

Provide a full project description including the locations and uses of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.

Preliminary plans have been completed to construct a 10-foot concrete shared use path on the north side of S 6th Street from S Elm Street (including curb bump-outs on the west legs of the Elm/S.6th intersection) west to Kistler Memorial Park and Aquatic Center and continue south to 7th Street. Curb extensions are not included on the east side because of school bus turning movement concerns expressed by the county. The project will improve safety and accessibility for residents that live north and east of Park/Aquatic Center as they are required to walk within S 6th Street where the sidewalk ends at the cul-de-sac. Once the sidewalk ends, pedestrians use the street to get to the park fence where a cut-through leads to a steep dirt trail that traverses the slope (> 20%) to the pool and park. The project constructs a connection between neighborhoods to and through the park/aquatic center from both directions.

As noted, the project includes curb extensions at two of the four quadrants at S. 6th and Elm Streets as well as new curb and gutter on the north side of S. 6th Street as well as MUTCD compliant signage, crosswalk striping, and ADA compliant curb ramps will be installed throughout the project. At the Elm and 6th Street intersection, new curb and gutter, concrete curb extensions with paint and bollards will be installed. The crosswalks will be striped. The curb extensions will all be ADA compliant to the latest standards and guidance. The rest of the project is a 10' shared use path connecting S, 6th to S, 7th through the park/aquatic center.

K. Project Improvements

Destinations: Explain how listed improvements would connect communities or connect destinations within your community. Note that since schools have a dedicated funding source through the Safe Routes to School program, this application is looking for how projects will connect destinations other than schools within the applicant's community. See Solicitation Guide for example statement.

The city's aquatic center is in the central part of the city. This project not only creates a safe connection to the aquatic center from the south and north, but it also provides a key linkage from southern neighborhoods to the downtown. The library, city hall, grocery store, drug store, and new Wagon Wheel Trail bridge are all downtown. From the north, this linkage provides a safer connection to the community ice arena, south side walking trails, community ball fields, which are south of the aquatic center. This is why the project was enumerated in the bike-ped plan. This shared use path can provide a link in the city's overall plan to complete a bluffland trail system that encircles the city along the north, west and south sides of the city. This link can get people to that system.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section J. Types of Improvements" would mitigate the safety risks and hazards described in "Section I. Safety Concerns." See Solicitation Guide for example statement.

There are bike lanes on CSAH 6 on both S. 7th Street and Elm Street along with parking lanes on one side of the street. This shared use path connection will allow walkers and more tentative bikers a safer alternative to the aquatic center and other destinations. It will allow system users to utilize the RRFB at 7th and cross the county highway (S, 7th Street) where investments have already been made. The curb extensions at Elm and S. 6th were piloted by the city and county in 2022 and the project's purpose and need, as it pertains to the Elm Street crossing, were visibly demonstrated. Implementation of the curb extensions was widely supported by the community.

Other hazards that will be eliminated include traversing the grass boulevard where the sidewalk ends to the steep dirt path. The project is an obvious connector where a cow path has been used for years and years down a steep slope to the aquatic center. Although S. 6th Street is a dead-end cul-de-sac, narrowing up the width of the street to a more reasonable residential context will slow vehicles using the street.

III. Community Engagement & Transportation Policies

L. Plans, Policies, & Studies

Does the applicant agency or lead agency sponsor have any pedestrian or bicycle plan?

Yes - please attach to application

In which year did the local governing agency adopt the plans?

2017

Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?

Yes - please attach to application

Briefly describe the updates

Discussion of this project and other implementation projects occurs at the Bike-Ped Committee meetings which are publicly noticed (see attached meeting minutes).

Are the improvements in this project identified in the listed plan?

Yes - please attach to application

Please provide the page number(s) on which the project is identified

Pages 48 and 49 (see attached and web location, <https://www.cityoflacscent-mn.gov/wp-content/uploads/La-Crescent-Bike-Ped-Plan-Update-2017-Final.pdf>)

Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.

The 2017 plan is an update to the 2013 plan with several surveys in 2008, 2009, 2010 and in 2015 and 2016 for various planning efforts that support trail expansion, increased sidewalks, and bike facilities (lanes, trail, racks). Network connectivity in the central city was one of the top 4 priorities of the 2017 plan. The effort was led by an 11-member committee, funded by the La Crosse Area Planning Committee (MPO) and Alta Planning and Design as plan facilitators. A public meeting was held on August 17, 2017, with 25 community members attending and another public forum on the draft plan was held in the Fall of 2017.

Has the applicant agency adopted a complete streets policy?

Yes - please attach to application

In which year did the local governing agency adopt the policy?

December 9, 2019 (see attached)

IV. Equity Score

M. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the people living and working in your community. Please see Solicitation Guide for definition of equity.

The 2017 update to the Bicycle and Pedestrian Plan used Equity as one of the 6 E's in developing the plan. Building a network of bicycle (and pedestrian) facilities is at the core of advancing equity. Working toward and completing a network of multiple types of bicycling and walking facilities allows everyone who lives or works in the community choices in their mode of transportation. This project specifically will allow La Crescent residents and workers in the community a safe alternative to driving to the city's aquatic center. With the lack of complete facilities, travelling to the aquatic center is mostly done by automobile. The 10' shared use path will allow all ages and abilities to use the path to get to the pool or simply "cut through" the aquatic center via the shared use path to a destination on either side of the aquatic center. The project not only serves to improve access to the aquatic center for all user groups but creates the network linkage that is missing that gives all residents, visitors and employees in the city the opportunity to more safely go to community destinations throughout the city. The community pool is used by people of all ages and abilities for swimming, classes, lap swimming, and tots and toddler programs. The city has other projects in the works that will also assist in closing network gaps and serve the entire community including future (hopeful) Safe Routes to School projects, a Transportation Alternatives Project, and state and federal discretionary grant projects that serve citizens and those that work in La Crescent.

Describe how this project will serve and protect priority populations in your community. Please see Solicitation Guide for definition of priority populations.

The project will serve persons that are differently-abled that currently cannot use S. 6th Street to get to the aquatic center and beyond. There is no complete sidewalk system on either side of S. 6th Street, therefore persons with disabilities cannot negotiate over a grass terrace, or the curb, then through chicane type gap in the fence and travel down a steep dirt path to get to the aquatic center. Only able-bodied persons can currently negotiate their way to the aquatic center and even then, they have to use the same unsafe steep foot path to get to the aquatic center or beyond. Priority populations include La Crescent residents that live in the mobile/manufactured home community east of U.S. Highway 14/61, north of Main Street. Those residents can now safely cross the 4-lane highway using the Wagon Wheel Trail Bicycle-Pedestrian bridge, but once they arrive downtown, they cannot safely get to the aquatic center for the same reasons that other community members cannot make their way to the aquatic center in a safe manner. There is another mobile/manufactured home community in the southern part of the city (Kistler MHP) that would benefit residents with this project. The Active Transportation Action Plan calls for a shared use path on the west side of U.S. Highway 14/61 from the MHP to S. 14th Street, then residents could make their way to the community ice arena and then use the sidewalk network and another proposed shared use path north to the aquatic center. All these projects eventually will benefit the underserved populations in the city.

N. Active Transportation Equity Score

V. Attachments

Approved submitting Agency resolution of support (PDF) <https://www.formstack.com/admin/download/file/15866684638>

Approved resolution(s) of support from other non-Tribal agencies (except MnDOT) impacted by project (if applicable) (PDF) <https://www.formstack.com/admin/download/file/15866684639>

Approved resolution of support from Sponsoring Agency (if applicable) (PDF) <https://www.formstack.com/admin/download/file/15866684640>

Engineering or planning-based cost estimate with itemized breakdown (Excel) <https://www.formstack.com/admin/download/file/15866684641>

Timeline of project indicating major milestones and their anticipated completion dates (PDF) <https://www.formstack.com/admin/download/file/15866684642>

Pedestrian, bicycle or other transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere

<https://www.formstack.com/admin/download/file/15866684643>

Any revisions, addenda or public engagement surveys updating the above documents (PDF)

<https://www.formstack.com/admin/download/file/15866684644>

At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment. (PDF)

<https://www.formstack.com/admin/download/file/15866684645>

Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.

<https://www.formstack.com/admin/download/file/15866684646>

Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.

<https://www.formstack.com/admin/download/file/15866684647>

Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.

<https://www.formstack.com/admin/download/file/15866684648>

VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organization conflict of interest exists

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

#3.4



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: May 20th, 2025

RE: Conditional Cannabis Applications

Attached for your review and consideration are two Cannabis Application packets. Both packets have met the requirements of the La Crescent City Ordinance to be considered for conditional approval, pending final approval from the Office of Cannabis Management. The application packets were submitted by:

Do Be Kind
215 South Chestnut St.

High Hopes Ventures LLC
270 Strupp Ave STE 103



Growing from River to Ridge

BUILDING DEPARTMENT

Cannabis Application Checklist

- ☒ City of La Crescent License Application Received 5/20/25 1:48PM
- ☒ OCM Number or Letter of Preapproval Received 5/20/25 1:09 PM
- ☒ Building Permit Application or site location established
Received 2/12/25 8:32 AM
- ☒ Fee Submitted- ☒ Initial Registration ☒ Annual Registration
Total \$1500.00 check # 2002 Received 5/20/25 1:48PM
- ☒ Application packet deemed complete
Date 5/20/25 Time 1:58 PM



Building Department Representative



City of La Crescent
315 Main Street, La Crescent, MN 55947
Office: (507) 895-2595 Fax: (507) 895-8694

REGISTRATION APPLICATION FOR CANNABIS RETAIL BUSINESS

Applicant Note:

Print, type, or check all applicable information. Incomplete applications will not be accepted, and penalties may be assessed. The information contained in this application becomes part of City of La Crescent's official records upon receipt by the department and is thereafter accessible to the public.

MAKE CHECKS PAYABLE TO CITY OF LA CRESCENT

Registration Type		
☒ Initial registration (New Establishment) Date of Opening: <u>TBD - Ready for operations by August 1st</u>	☐ Existing Establishment Registration (change in Ownership) Date of Reopening: _____ Previous Owner: _____ Date of Change of Ownership: _____	
☒ New Development*	☐ Other _____	
☐ Renewal Registration		
☐ Change in location (business Relocating) Old Location: _____ New Location: _____		
Business Information		
Business (dba) Name: <u>Do Be Kind</u>	Owner Name: <u>Maxwell Weber</u>	
Business Address: <u>215 S. Chestnut St.</u> (must be physical location) <u>La Crescent, MN 55947</u>	Owner Mailing Address: <u>45 Green Apple Rd.</u> <u>La Crescent, MN 55947</u>	
Parcel ID: <u>250067000</u>		
Telephone Number: <u>608-397-8790</u>	Telephone Number: <u>608-397-8790</u>	
Email: <u>maxwell@gocarbon.co</u>	Email: <u>maxwell@gocarbon.co</u>	
Office of Cannabis Management Number: <u>MICRO-A24-000426</u> or ☒ copy of written Office of Cannabis Management license preapproval letter - emailed		
Office of Cannabis Management License Type: <u>Micro</u>		
Is applicant current on all property tax and assessments at retail location?	☒ Yes ☐ No	
Local ordinance compliance?	☒ Yes ☐ No	
Registration/Business Type (each location requires a separate application) See supplement for description of each business type		
☐ RETAILER		
☒ MICROBUSINESS		
☐ MEZJOBUSINESS		
☐ MEDICAL CANNABIS COMBINATION BUSINESS		
☐ LOWER-POTENCY HEMP EDIBLE RETAILER		
☐ EVENT ORGANIZER		
Location of Event: _____		
Date(s) and Time(s) of Event: _____		
Total Annual Fee (See City of La Crescent Fee Schedule) \$ <u>1500.00</u>		
I declare under the penalties of perjury and criminal liability for willfully making a false statement that this application is, to the best of my knowledge and belief, true, correct, and complete.		
Signature of owner, partner, or principal officer <u>Maxwell Weber</u>	Title <u>Owner</u>	Date <u>05/20/25</u>

Josh Tarrence

From: Maxwell Weber <maxwell@gocarbon.co>
Sent: Tuesday, May 20, 2025 1:09 PM
To: Josh Tarrence
Subject: Fwd: Congratulations on receiving preliminary license approval for MICRO-A24-000426

Email received from OCM regarding pre approval.



Maxwell Weber

Co-founder / Director of Events
Carbon Cannabis | Sensi Beverage Co.
608.397.8790 | maxwell@gocarbon.co
gocarbon.co sipsensi.com

----- Forwarded message -----

From: NoReply@accela.com <NoReply@accela.com>
Date: Fri, Apr 25, 2025 at 5:00 PM
Subject: Congratulations on receiving preliminary license approval for MICRO-A24-000426
To: <maxwell@gocarbon.co>

Dear Applicant,

We are pleased to inform you that you have received preliminary license approval. Please note that you have 18 months to obtain a cannabis business license upon receiving this notification.

Please be aware this notice does not convey license approval. Your application is moving forward, but you are not yet authorized to conduct any of the activities for any license type. To continue the process and receive your license, you must first complete the following steps:

1. Engage with local governments. Begin discussions with your local government early to understand and meet all local requirements, including zoning, any necessary conditional use permits, and retail registration (if applicable). You must secure a physical location that complies with local zoning ordinances and update your application documents showing you are compliant with all local requirements. You are strongly encouraged to do this at the earliest stage possible before you invest in any location.

2. Submit final documents. Preliminarily approved applicants will submit final application materials to OCM when they can demonstrate compliance with all applicable rules. The materials include details about the site location, final operational documentation, and documentation of any ownership changes, and are referred to as final plans of record. Links to complete online fillable forms that will make up your final plans of record are at: <https://mn.gov/ocm/businesses/licensing/final-plan-of-record.jsp>.

3. Once you have completed and submitted the online forms, you will receive PDFs of your final plans of record via email that must be uploaded to the Office of Cannabis Management (OCM) through Accela. OCM will forward your application to the local government indicated on your application.

4. Local government zoning compliance certification. Local governments have 30 days to certify that your application complies with zoning and land use ordinances. Important: be sure to engage early with your local government so that you understand their timelines and process for local zoning compliance certification. OCM recommends that preliminarily approved applicants wait until all the required items for local approval have been met with their local government before they submit their site registration. Additionally, be sure to remain in close communication with the local government to ensure that they are prepared to review the application. Please review the guidance for local governments regarding zoning compliance certification located here: <https://mn.gov/ocm/local-governments/localgovs.jsp> for awareness on what local governments will be required to complete for this stage.

5. Site inspection. After receiving local zoning compliance certification, OCM will schedule a pre-opening site inspection to verify that your physical location complies with all applicable laws and rules.

6. Pay license fee. Upon a successful site inspection, you will be able to pay the required license fee through Accela. Once payment is received, OCM will issue your cannabis business license with the appropriate endorsements.

7. Retail registration (only for license types engaging in retail direct to consumers). If your license involves retail sales, you must obtain a local retail registration from your local government after you have

received your cannabis business license. The approval process for this is determined by the local government.

The licensing guidebook detailing the above steps is available on the [OCM licensing webpage](#); please review the information carefully. The guidebook contains important information about how to successfully complete the licensing process and also includes several suggestions about working on securing local approvals for zoning compliance and local retail registration. You should also review [Minnesota Statutes Chapter 342](#) for more information about statutory requirements.

OCM does not provide legal or business advice. To the extent that you feel you may need such services, you are encouraged to seek those out independently. Starting any business, including a cannabis business, carries risk, and you should never invest more than you are willing to lose.

Visit mn.gov/ocm for more information and resources. If you have questions related to your application, please contact the Licensing Division at ocm.licensing@state.mn.us. When contacting the licensing email, please include your application number at the beginning of the email subject line followed by the topic (example: Application Number – Background Check).

Again, congratulations on reaching this milestone in your ongoing efforts to secure a cannabis business license.

Thank you,

Minnesota Office of Cannabis Management

...Application Submittal Completed On Wednesday, February 12, 2025 at 8:32 AM CDT by L
Once submitted, this information will be sent to the City for review. You will see a summary

This permit becomes null and void if work or construction authorized is not commenced w
suspended or abandoned for a period of 180 days at any time after work has commenced.

I hereby certify that I have read and examined this application and know the same to be true ar
governing this type of work will be compiled with whether specified herein or not. The granting
to violate or cancel the provisions of any other state or local law regulating construction or the

Yes

Signature of Applicant

A handwritten signature in red ink, appearing to be "D. W. H.", is written above a horizontal line.

Today's Date

2/12/2025



BUILDING DEPARTMENT

Cannabis Application Checklist

- ☒ City of La Crescent License Application Received 5/16/25
-
- ☒ OCM Number or Letter of Preapproval Received 5/16/25
- ☒ Building Permit Application or site location established
Received 5/20/25 11:33AM
- ☒ Fee Submitted- ☒ Initial Registration ☒ Annual Registration
Total \$1500.00 Check #s 184087 Received 5/16/25
184090 5/20/25
- ☒ Application packet deemed complete
Date 5/20/25 Time 2:25 PM

Building Department Representative



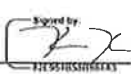
City of La Crescent
315 Main Street, La Crescent, MN 55947
Office: (507) 895-2595 Fax: (507) 895-8694

REGISTRATION APPLICATION FOR CANNABIS RETAIL BUSINESS

Applicant Note:

Print, type, or check all applicable information. Incomplete applications will not be accepted, and penalties may be assessed. The information contained in this application becomes part of City of La Crescent's official records upon receipt by the department and is thereafter accessible to the public.

MAKE CHECKS PAYABLE TO CITY OF LA CRESCENT

Registration Type		
☒ Initial registration (New Establishment) Date of Opening: <u>Q1 2026</u> ☒ New Development* ☐ Renewal Registration ☐ Change in location (business Relocating) Old Location: _____ New Location: _____	☐ Existing Establishment Registration (change in Ownership) Date of Reopening: _____ Previous Owner: _____ Date of Change of Ownership: _____ ☐ Other _____	
Business Information		
Business (dba) Name: <u>High Hopes Ventures LLC</u> Business Address: <u>270 Strupp Ave STE 103</u> (must be physical location) <u>La Crescent, MN 55947</u> Parcel ID: <u>251251000</u> Telephone Number: <u>(763) 237-6137</u> Email: <u>Kellykapple@myappmgmt.com</u>	Owner Name: <u>MNRE 270 Strupp LLC</u> Owner Mailing Address: <u>6609 CHEROKEE LN N</u> <u>BROOKLYN PARK MN 55428</u> Telephone Number: <u>(763) 237-6219</u> Email: <u>info@mnrellc.com</u>	
Office of Cannabis Management Number: <u>MICRO-A25-001132</u> or ☒ copy of written Office of Cannabis Management license preapproval letter Office of Cannabis Management License Type: <u>Microbusiness Retail</u> Is applicant current on all property tax and assessments at retail location? ☒ Yes ☐ No Local ordinance compliance? ☒ Yes ☐ No		
Registration/Business Type		
(each location requires a separate application) See supplement for description of each business type		
☐ RETAILER ☒ MICROBUSINESS ☐ MEZZOBUSINESS ☐ MEDICAL CANNABIS COMBINATION BUSINESS ☐ LOWER-POTENCY HEMP EDIBLE RETAILER ☐ EVENT ORGANIZER Location of Event: _____ Date(s) and Time(s) of Event: _____		
Total Annual Fee (See City of La Crescent Fee Schedule) \$ <u>500</u>		
I declare under the penalties of perjury and criminal liability for willfully making a false statement that this application is, to the best of my knowledge and belief, true, correct, and complete.		
Signature of owner, partner, or principal officer 	Title <u>Principal</u>	Date <u>5/16/2025</u>

From: "OCM_NOREPLY@accela.com" <OCM_NOREPLY@accela.com>

To: "kellykapple@yahoo.com" <kellykapple@yahoo.com>

Sent: Fri, May 2, 2025 at 3:07 PM

Subject: Congratulations on receiving a preliminary license approval for MICRO-A25-001132

Dear Kelly Kapple,

We are pleased to inform you that you have received preliminary license approval. Please note that you have 18 months to obtain a cannabis business license upon receiving this notification.

Please be aware this notice does not convey license approval. Your application is moving forward, but you are not yet authorized to conduct any of the activities for any license type. To continue the process and receive your license, you must first complete the following steps:

1. **Engage with local governments.** Begin discussions with your local government early to understand and meet all local requirements, including zoning, any necessary conditional use permits, and retail registration (if applicable). You must secure a physical location that complies with local zoning ordinances and update your application documents showing you are compliant with all local requirements. You are strongly encouraged to do this at the earliest stage possible before you invest in any location.
2. **Submit final documents.** Preliminarily approved applicants will submit final application materials to OCM when they can demonstrate compliance with all applicable rules. The materials include details about the site location, final operational documentation, and documentation of any ownership changes, and are referred to as final plans of record. Links to complete online fillable forms that will make up your final plans of record are at:
<https://mn.gov/ocm/businesses/licensing/final-plan-of-record.jsp>.
3. Once you have completed and submitted the online forms, you will receive PDFs of your final plans of record via email that must be uploaded to the Office of Cannabis Management (OCM) through Accela. OCM will forward your application to the local government indicated on your application.
4. **Local government zoning compliance certification.** Local governments have 30 days to certify that your application complies with zoning and land use ordinances. Important: be sure to engage early with your local government so that you understand their timelines and process for local zoning compliance certification. OCM recommends that preliminarily approved applicants wait until all the required items for local approval have been met with their local government before they submit their site registration. Additionally, be sure to remain in close communication with the local government to ensure that they are prepared to review the application. Please review the guidance for local governments regarding zoning compliance certification located here: <https://mn.gov/ocm/local-governments/localgovs.jsp> for awareness on what local governments will be required to complete for this stage.

Completed On Tuesday, May 20, 2025 at 11:33 AM CDT by
bretts@wieserbrothers.com

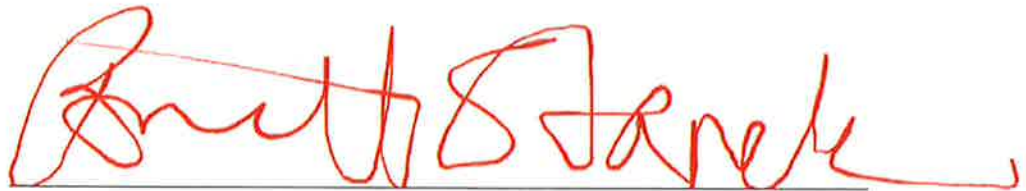
Once submitted, this information will be sent to the City for
review. You will see a summary of the information you
submitted.

This permit becomes null and void if work or construction
authorized is not commenced within 180 days, or if
construction or work is suspended or abandoned for a period of
180 days at any time after work has commenced.

I hereby certify that I have read and examined this application and
know the same to be true and correct. All provisions of law and
ordinances governing this type of work will be compiled with
whether specified herein or not. The granting of a permit does not
presume to give authority to violate or cancel the provisions of any
other state or local law regulating construction or the performance
of construction.

Yes

Signature of Applicant

A handwritten signature in red ink, appearing to read "Brett S. Janek", is written over a horizontal line.

Today's Date

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: May 16th, 2025

SUBJECT: Safe Routes to School Grant 2025

The city submitted a grant application to MnDOT in 2024 for Safe Routes to School Infrastructure Funds. The projects in the application align with the recommended infrastructure improvements in the Safe Routes to School Plan completed in 2020. The La Crescent Hokah Secondary School SRTS Improvements project in the City of La Crescent was selected for SRTS Program funds appropriated by the legislature in 2023. The state has awarded the city \$482,194.00 in SRTS Infrastructure funds for this project. The project covers construction costs, but does not cover engineering costs. Attached is the award letter from MnDOT. This item is informational only. No action is needed from the city council at this time. Engineering costs will need to be included in the 2026 general fund budget.

The 2026 SRTS Improvements project milestones and completion dates are as follows:

- Preliminary Plans – October 2025
- Final Plans – November 2025
- Submit plans for review and approval – December 2025
- Let project – January 2026
- Award project – February 2026
- Construction – May – August 2026

April 30, 2025

Jason Ludwigson
City of La Crescent
175 Eagles Bluff Road
La Crescent, MN 55947

Re: 2024 Safe Routes to School (SRTS) Infrastructure Program Project Selection

Dear Jason Ludwigson,

Thank you for your application submittal under the 2024 Safe Routes to School (SRTS) Infrastructure Program. The Multiple infrastructure improvements per La Crescent 2020 SRTS Plan project in the City of La Crescent was selected for SRTS Program funds appropriated by the legislature in 2023. We have identified up to \$482,194.00 in SRTS 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 (SRTS) on all project correspondence.

Following are a few other important notes:

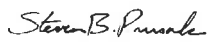
- Items that are eligible for SRTS Infrastructure funds include reasonable elements associated with crossing improvements, off-street facilities, on-street facilities, permanent traffic control devices (not mobile), and in-kind replacements, including basic landscaping and turf establishment. Landscaping 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 a SRTS 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 SRTS Infrastructure participating items only. If more than one agency will ultimately own bond or general funded improvements, there will need to be separate SRTS Infrastructure participating columns on the Engineer's Estimate for each agency. Additionally, if this is the case, separate SRTS 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 Official

(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 SRTS 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 SRTS Infrastructure grant agreement as part of the delivery of the funding letter.
- The final SRTS Infrastructure amount as included in one or more SRTS Infrastructure grant agreements will be based on the low bid documents. The SRTS Infrastructure grant amount is typically capped.
- The SRTS 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 SRTS Infrastructure grant selection.

Sincerely,



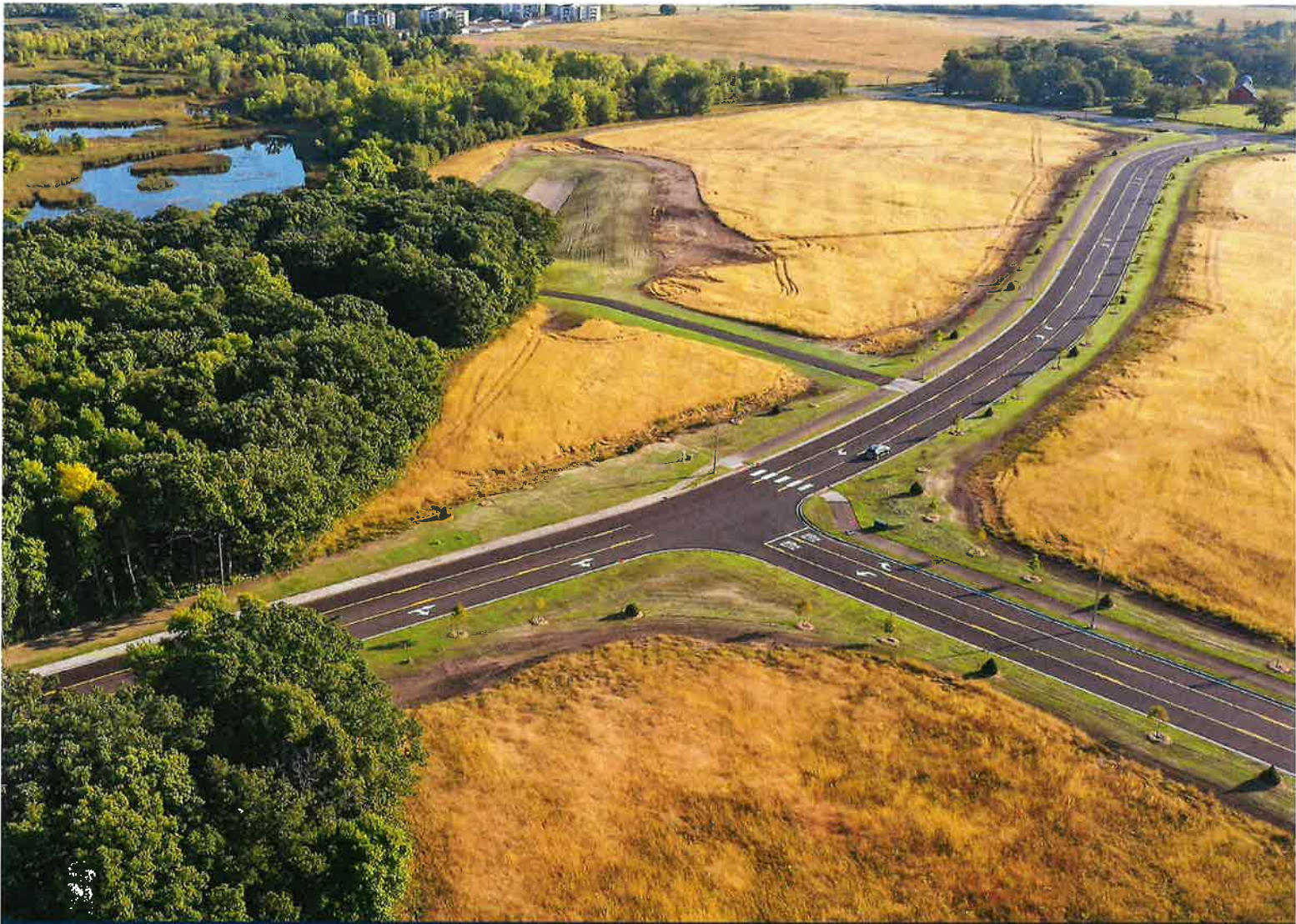
Active Transportation Engineer

Digitally signed by Steven
Prusak
Date: 2025.04.30 11:29:06
-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



State Aid for Local Transportation

STATE FUND GRANTEE USER GUIDE

*Local Road Improvement Program, Local Bridge
Replacement Program, Safe Routes to School, Active
Transportation*



Notes:

- 1 Blue shade indicates actions by State Aid. Green indicates actions by local agency.
- 2 Projects with federal funds must also follow federal DCP process
- 3 State earmarked projects have other considerations and process, including demonstration of full funding. Earmark recipients should schedule a separate kick-off meeting with State Aid Programs Engineer and DSAE.

1

PROJECT SELECTION LETTER

After competitive solicitations for Local Road Improvement Program (LRIP), Safe Routes to School (SRTS), and Active Transportation (AT), State Aid Programs group sends selection letters to inform applicants of anticipated award amount. The Local Bridge Replacement Program (LBRP) does not provide selection letters since there is not a competitive solicitation.

2

DETERMINE STATE FUND-ELIGIBLE ITEMS

Local agency works with the District State Aid Engineer (DSAE) to determine LRIP, SRTS, AT, or LBRP eligible items and set up the plan and estimate accordingly. Local agency requests State Aid Project (SAP) number for non-federally funded projects or State Project (SP) number for federally funded projects if it doesn't already exist. Send SAP/SP number to State Aid Programs group for tracking purposes.

3

DEVELOP PLANS, SPECS, AND ESTIMATES

Local agency develops plans, specifications, and estimates, in cooperation with DSAE.

For bridge projects, local agency completes LBRP funding application and obtains signatures from DSAE. Local agency informs State Aid Programs Manager that the project is beginning the design phase.

4

SEND 100% ENGINEER'S ESTIMATE TO STATE AID

For projects both with and without federal funds, local agency sends 100% engineer's estimate to DSAE. For projects with no federal funding, DSAE forwards engineer's estimate to Programs group for review and requests state funding letter. Note that bridge projects with no federal funding may or may not receive state bridge funds at this time, depending on availability of funds. Those bridge projects that cannot be funded are added to the waiting list and will be considered for funding when bridge funds become available.

For projects with federal funding, greater Minnesota DSAEs forward engineer's estimate to the CO State Aid Federal Aid group for review. CO State Aid Federal Aid group (for greater Minnesota projects) or Metro State Aid requests state funding letter from Programs group.

5

REVIEW ESTIMATE FOR ELIGIBILITY; ISSUE STATE FUNDING LETTER

Programs group reviews engineer's estimate for eligibility and issues state funding letter with initial estimate of state grant amount as well as a summary of other funding sources. Programs group works with State Aid Finance to reserve state fund grant amount in the State Aid Accounting System. Programs group also provides additional instructions to local agency related to the state fund grant agreement.

For bridge projects, Programs group issues state funding letters to projects with federal funding or other projects on the bridge waiting list when funds are appropriated by the legislature or otherwise become available. For this reason, state bridge funding availability can be unpredictable.

6

ASSEMBLE PRELIMINARY DRAFT GRANT AGREEMENT; ADVERTISE PROJECT AND OPEN BIDS; SEND LOW BID DOCS TO STATE AID

Local agency develops preliminary draft of the state fund grant agreement and requests review from Programs group. Note that the final grant amount and Exhibit A will be finalized after receipt of encumbrance letter in Step 7. Concurrently, local agency advertises the project and opens bids. Local agency determines apparent low bidder after consulting with DSAE as necessary.

For projects with no federal funding, local agency sends low bid documents to State Aid Finance, with copy to Programs group, requesting final state funding determination.

For projects with state and federal funds, local agency follows Delegated Contract Process (DCP) checklist. CO State Aid Federal Aid group for greater Minnesota projects or Metro State Aid requests final state funding determination from State Aid Finance, with a copy to Programs group.

7

REVIEW LOW BID DOCS; ISSUE ENCUMBRANCE LETTER

State Aid Finance and Programs group review low bid documents and determine final state funding eligibility and final state grant award amount. State Aid Finance issues encumbrance letter, with copy to DSAE, that includes final state funding determination.

Note that for projects that also have federal funds, the encumbrance letter will be issued after the local agency submits DCP-08, which occurs after award.

8

FINAL STATE FUNDING GRANT AGREEMENT

Local agency completes the final draft state funding grant agreement based on the funding summary in the encumbrance letter, including council or board resolution accepting the grant and authorizing appropriate parties to sign the grant agreement. Local agency sends final draft grant agreement to Programs group for review and approval prior to obtaining local agency signatures.

While not required, local agencies often award the construction contract at the same council or board meeting. Local agency sends signed pdf version of state grant agreement to Programs group for final execution at MnDOT. Note that the state grant agreement should be fully executed before work begins on the project. Please contact the Programs Manager if this will be an issue.

9

ROUTE STATE GRANT AGREEMENT FOR FINAL SIGNATURES

Programs group routes state grant agreement for final signatures at MnDOT and sends local agency a pdf of the fully executed state grant agreement.

10

CONSTRUCT PROJECT, SEEK REIMBURSEMENT OF GRANT FUNDS, AND CLOSEOUT PROJECT

Local agency constructs project, submits partial and final state aid pay requests to DSAE, requests final inspection from DSAE, and works with DSAE to close out project. Note that state grant funds are paid on a reimbursable basis, similar to federal funds.

For more information, contact:

Marc Briesse, P.E.
Programs Engineer
State Aid for Local Transportation
395 John Ireland Blvd, St. Paul, MN 55155
651-366-3802

#3.6

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: May 16th, 2025

SUBJECT: Active Transportation Program Planning Assistance Grant

The City of La Crescent Active Transportation Program Planning Assistance application for the City of La Crescent was selected for funding through the Minnesota Department of Transportation (MnDOT) 2024 Active Transportation Program planning assistance solicitation. Planning assistance will begin in June of 2025. The plans will be completed in partnership with our local Active Transportation Planning team, which will be the point of contact for local input, information and creation of an implementation plan.

The anticipated timeline for 2025 is listed below:

- **June:** Kickoff with local leads
- **June:** Kickoff with larger local planning team
- **July/August:** First visit to communities for walk audits, bike audits, focus groups
- **August/September:** Second visit to communities for action planning workshops
- **October-December:** plan review and completion, kicking off supplemental technical assistance (implementation) projects
- **Ongoing/Monthly:** Consultant/local lead check-in calls
- **Periodic/Key Decisions:** Local planning team meetings

The planning team will be led by Maria Wardoku and Erin Daly Davenport with Alta.

All expenses for the grant will be paid by MnDOT directly to the consultant(s). There is no cost to the city with the active transportation grant. We will provide in-kind hours to assist with the plan development. The process will produce an Active Transportation Plan for the city. This new plan will lay out how the city can improve its active transportation infrastructure.

#3.7

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: May 16th, 2025

SUBJECT: Implementation Stormwater Grant – Redwood Street East

The city submitted a grant application to MPCA in 2025 for an Implementation Stormwater Grant. The Implementation Stormwater Grant follows the work completed with the Small Cities Stormwater Grant from 2022 for \$89,845. The Small Cities Stormwater Grant produced a the Climate Resiliency Grant which outlined the need to upsize the stormwater pipe in the Redwood drainage. The city was awarded \$1,052,430.00 for the Implementation Stormwater Grant. The grant funds will enable the city to upsize the stormwater pipe underneath Redwood Street East in conjunction with street replacement and SRTS sidewalk addition. We anticipate this project being constructed in 2026. This item is informational only. No action by the city council is needed at this meeting.

Implementation Stormwater Grant Application - City of LaCrescent

From Mueller-LaClair, Julianne (MPCA) <Julianne.Mueller-LaClair@state.mn.us>

Date Mon 5/5/2025 1:22 PM

To Jason Ludwigson <jludwigson@cityoflacrescent-mn.gov>

Cc Duchene, Aimee (MPCA) <Aimee.Duchene@state.mn.us>

 2 attachments (39 KB)

EXHIBIT C Capacity Responses.docx; EXHIBIT D Certification _tcm36-596952.docx;

Congratulations! I am pleased to inform you that the City of LaCrescent has been selected for a Implementation Stormwater Resilience grant award in the amount of \$1,052,430.00.

Due to RFP and statutory requirements, the MPCA will require review of the below and attached documentation before fully awarding your project. Please forward the completed/required documents to the MPCA by Friday, May 16th.

- **Capacity Responses: Exhibit C**
- **Certification: No current principals have been convicted of a felony financial crime in the last ten years: Exhibit D**

Please provide contact information (email) for the person who will be responsible for signing your agreement on behalf of your entity. All agreements are routed through Docusign and reviewed/approved electronically.

Remember any costs incurred prior to the MPCA's execution of your Grant Agreement will be ineligible as both project grant costs and as your matching funds. ***Do not start work on your project until you have been notified that you may begin.***

Aimee Duchene (aimee.duchene@state.mn.us) will serve as your MPCA Project Manager and will be in contact regarding next steps.

Julianne Mueller-LaClair, JD | Lead Contract Specialist

Operations Division

520 Lafayette Rd. N. | St. Paul, MN | 55155

651-757-2135

julianne.laclair@state.mn.us | www.pca.state.mn.us

***Please note my new email address: julianne.mueller-laclair@state.mn.us**



Our mission is to protect and improve the environment and human health.

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TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator 
DATE: May 22, 2025
RE: Personnel Committee Recommendations

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

1. On June 21, 2025, Josh DeBoer will have successfully completed his one-year probationary period as a Peace Officer for the City of La Crescent. Effective June 21, 2025, the Personnel Committee is recommending that Mr. DeBoer's probationary status be removed, and that he be classified as a regular City of La Crescent employee. A letter from the Police Chief regarding this recommendation is included.
2. The Personnel Committee is recommending that the City Council approve one change to the City's Earned Safe and Sick Time Policy. The last point on the first page of the policy is new, regarding accruals not carrying over for temporary and seasonal staff separated from employment for more than 180 days.
3. That the City Council approve a five-month leave of absence request from Firefighter Garrett Pritchard. A letter from the Fire Chief regarding the recommendation is included.
4. That the City Council approve the internal posting of the position of Assistant Fire Chief. A letter from the Fire Chief regarding this recommendation is included.
5. That the City Council authorize to advertise the position of Firefighter with the City of La Crescent. A letter from the Fire Chief regarding this recommendation is included.
6. That the City Council accept Mike Welch's resignation from the Economic Development Commission and appoint Colin Lutz to fill the vacancy. Mr. Lutz is an owner of Copperhead Carts, a business located in the City of La Crescent. A letter from Mr. Welch is included.
7. That the City Council accept Jon Steffes resignation from the Park & Recreation Commission and appoint Alyssa Sebo to fill the vacancy. Ms. Sebo is the City's new Summer Recreation Director.

#1



CITY OF LA CRESCENT
Department of Police
Chief Luke M. Ahlschlager



May 6, 2025

Honorable Mayor and City Council Members
City Administrator Bill Waller

Re: Removal of Probationary Status for Peace Officer Josh DeBoer, Badge #308

On June 21st, 2025, Officer Josh DeBoer will complete his one-year probationary period in accordance with Article 5.2 of the LELS Local 120 Contract.

I am pleased to report that Officer DeBoer has successfully met all performance expectations and requirements of his probationary period.

I respectfully request that the City Council consider reclassifying Officer DeBoer to regular full-time employment status as a City of La Crescent Peace Officer, effective June 21st, 2025.

Thank you for your consideration.

Respectfully,



CITY OF LA CRESCENT EARNED SICK AND SAFE TIME (ESST) POLICY

Earned Safe and Sick Time (ESST), effective 1/1/2024

ESST is authorized absence from work with pay. All employees (including temporary, seasonal, and part-time employees) performing work for at least 80 hours in a year for the City are eligible for ESST. ESST is paid time off granted to employees on an accrual basis and may be used as soon as it is accrued. ESST is paid at the same hourly rate that an employee is paid from employment with the City. ESST does not accrue during an unpaid leave of absence.

For purposes of this policy, a year is a calendar year – January 1 to December 31.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the other authorized conditions explained below.

- Full-time employees will accrue 4.00 hours of ESST and 4.00 hours of regular sick time on the second payroll of each month. Accrued but unused sick time may be carried over into the following year. Employees can accrue a maximum of 880 hours of traditional sick leave and 80 hours of ESST for a combined total of 960 hours. ESST hours are to be used before regular sick leave hours.
- Part-time employees will accrue ESST at a rate of one hour per 30 hours worked, up to a maximum of 48 hours of ESST per year. Unused ESST hours may be carried over into the next year but may not exceed 80 hours at any one time. Temporary and seasonal employees will accrue ESST at a rate of one hour per 30 hours worked, with a maximum of 48 hours per year. Unused ESST hours may be carried over into the next year but may not exceed 80 hours. There will be no payout of unused ESST at the end of an accrual year or upon termination.
- ESST may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

- New* → • ESST accruals will not carry over for temporary and seasonal staff that are separated from employment for more than 180 days.

ESST Eligible Uses

Employees may use available ESST hours as allowed under state law. The leave may be used as it is accrued in the smallest increment of time tracked by the City's payroll system (1 hour) for the following circumstances:

A. An employee's own:

- Mental or physical illness, injury, or other health condition
- Medical, dental, or other care provider appointments
- Need for medical diagnosis, care, or treatment, of a mental or physical illness
- Injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

B. Care of a family member:

- With mental or physical illness, injury, or other health condition
- Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition
- To take a family member to medical, dental, or other care provider appointments
- Who needs preventative medical or health care
- Whose school or place of care has been closed due to weather or other public emergency
- When it has been determined by a health authority or a health care professional that the presence of the family member of the employee in the community would

jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease

- Absence due to domestic abuse, sexual assault, or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

Family Members

For ESST purposes, "family member" includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step-sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild, or step-grandchild
- Grandparent or step-grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

After accrued sick leave or ESST has been exhausted, vacation leave may be used upon approval of the immediate supervisor, to the extent the employee is entitled to such leave.

For use of ESST, the employee will:

- Communicate with his/her immediate supervisor at least 7 days in advance for foreseeable absences or, as soon as possible after the scheduled start of the workday, for every day absent;
- Keep his/her immediate supervisor informed of the status of the needed leave;

- After three consecutive days of ESST, submit a physician's statement or other supporting documentation upon request. If the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

After an absence, the City may require an employee to provide a physician's statement or other medical documentation on the employee's first day back to work attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation claim or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

Any employee who makes a false claim for ESST will be subject to discipline up to and including termination.

Employees must use ESST prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

ESST cannot be transferred from one employee to another.

Retaliation Prohibited

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Further, the use of ESST will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under the ESST law.

Benefits and return to work protections

During an employee's use of ESST, an employee will continue to receive the City's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued ESST is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.



To: Honorable Mayor and City Council Members
Bill Waller – City Administrator

From: Chief Josh Tarrence

Date: May 8th, 2025

RE: Leave of absence request

I have received a leave of absence request from Firefighter Garrett Pritchard. Firefighter Pritchard is a member of the Disaster Response Team for hurricanes and wildfires. This role is requiring him to be out of state for a 5 month period starting June 1st, 2025 and ending November 1st, 2025. In the 16 months Firefighter Pritchard has been with the department, he has received his Firefighter certifications as well as his Emergency Medical Technician certification, from Western Technical College on his own funding. Firefighter Pritchard is an asset to not only our department, but also the community of La Crescent. The fire department rules and regulations state that a leave of absence can only be granted for a 3 month period. I am requesting the City Council grant Firefighter Pritchard the 5 month leave of absence. The knowledge and experience Firefighter Pritchard will gain during this leave, will directly benefit our department upon his return.

Thank you for your attention and support.

Respectfully,

Josh Tarrence
Fire Chief
La Crescent Fire Department

Leave of Absence

Garrett Pritchard
902 Redwood St E Unit 2
La Crescent, MN, 55947

Monday, April 28th, 2025
La Crescent Fire Department
315 Main St
La Crescent, MN, 55947

Chief Tarrence,

Please accept this letter as a formal request for a leave of absence. My request results from my role as a Disaster Response EMT for hurricanes and wildfires. This role requires my presence out of state for 5 months, starting June 1st, 2025, and ending November 1st, 2025.

If my leave of absence is approved, I will continue full responsibilities with La Crescent Fire Department until June 1st, 2025 and resume all duties on November 1st, 2025.

Please let me know if there are any other questions and an appropriate time to discuss the terms of my leave of absence.

Sincerely,

Garrett Pritchard

#3 4 & 5



To: Personnel Committee
Honorable Mayor and City Council Members
Bill Waller – City Administrator

From: Chief Josh Tarrence

Date: May 22nd, 2025

RE: Request to open recruitment

With the unfortunate loss of Assistant Chief Terry Meyer, we have an open position in our officer staff. I am requesting permission to open recruitment for the 2nd Assistant Chief's position. The hope is to be able to bring back a recommendation for promotion at the June 23rd City Council meeting.

The loss of Terry Meyer and the retirement of Shawn Wetterlin has also dropped our staff level to 29 members. I am aware of two members that will be required to retire next year as they will hit the maximum age. I am requesting to start the recruitment process to bring on more firefighters, to be able to fill the current open positions as well as allow for our department to remain fully staffed as our members age out in the next year. The hope would be to go through the recruitment process and bring back recommendations for hire at the July 28th, 2025 City Council meeting with the candidates anticipated start date of August 1st, 2025.

Thank you for your attention and support.

Respectfully,

Josh Tarrence
Fire Chief
La Crescent Fire Department

#6

Bill Waller

From: Michael Welch <mjwelch56@gmail.com>
Sent: Tuesday, May 13, 2025 3:28 PM
To: Bill Waller
Subject: Retiring

Bill,

As I am sure Larry told you, I am retiring from the EDC committee. It's always been my thought that a business owner or someone that is active in the business community to be on this committee to better represent La Crescent residents. I would like to thank you and the rest of the La Crescent city staff and committee members of EDC for the opportunity to have served.

Sincerely,
Michael Welch

#3.9



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: May 14th, 2025

RE: Planning Commission meeting minutes May 6th, 2025

Attached for your review are the minutes from the May 6th, 2025, meeting of the Planning Commission.

The meeting minutes are informational only. No action needed by the City Council at this time.

Item 5 of the minutes was a discussion in regards to re-zoning an area from C-1 Highway Commercial to CBD Central Business District. The Planning Commission called for a public hearing at the June 3rd, 2025 Planning Commission meeting for this item but due to the added scope of re-zoning, and the insufficient time frame to prepare all the required notices, the public hearing will be conducted at the July 1st, 2025 Planning Commission meeting.

MINUTES, REGULAR MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
May 6th, 2025

The Planning Commission met at 5:30 p.m., on May 6th, 2025, in the City's Community Building located at 336 S. 1st Street.

Item 1. Call to Order

Chair Jerry Steffes called the meeting to order at 5:30 p.m.

Item 2. Pledge of Allegiance

Members recited the Pledge of Allegiance.

Item 3. Roll Call

Upon a roll call taken and tallied by Larry Kirch, Community Development Director, the following members were present: Dave Hanifl, Don Hogan, Mike Welch, Jerry Steffes, Greg Husmann, Judy Enright and Gina Schneider. Ex-Officio City Council Representative Chris Langen was present.

Item 4. Approval of the April 1st, 2025 Planning Commission Minutes

After reviewing the minutes from the April 1st, 2025 meeting, a motion to accept the minutes, was made by Commissioner Welch and seconded by Vice Chair Husmann. Upon a roll call vote taken and tallied by Larry Kirch, Community Development Director, the following Members voted in favor thereof, viz;

Mike Welch	Yes
Greg Husmann	Yes
Judy Enright	Yes
Gina Schneider	Yes
Dave Hanifl	Yes
Don Hogan	Yes
Jerry Steffes	Yes

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

Item 5. Discussion of re-zoning property- 333 South 2nd St

The planning commission discussed the future use of the property located at 333 South 2nd Street, and surrounding properties, in regards to their zoning districts. The discussion was in regards to re-zoning areas from C-1 Highway Commercial to CBD Central Business District. A motion was made, to hold a public hearing at the June 3rd, 2025 Planning Commission meeting, to address re-zoning sections 86, 87 and 10 on the City of La Crescent Zoning Map,

from C-1 Highway Commercial to CBD Central Business District. The motion was made by Commissioner Enright and seconded by Vice Chair Husmann. Upon a roll call vote taken and tallied by Larry Kirch, Community Development Director, the following Members voted in favor thereof, viz;

Judy Enright	Yes
Greg Husmann	Yes
Jerry Steffes	Yes
Mike Welch	Yes
Don Hogan	Yes
Dave Hanifl	Yes
Gina Schneider	Yes

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

Item 6. Update from Larry Kirch- Community Development Coordinator

Larry Kirch gave an update to the Planning Commission on the projects and grants he is working on for the City of La Crescent. No action was needed on this item.

Item 7. Future Agenda Items

The Planning Commission discussed possible training and continuing education opportunities for the commission.

Item 8. Adjourn

A motion was made to adjourn the Planning Commission meeting by Commissioner Welch and seconded by Commissioner Enright.

The Planning Commission meeting was adjourned at 7:04p.m.

#3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: May 22, 2025
RE: City Council Planning/Work Session

We are suggesting that the second regular City Council meeting in July, which will be July 28, be formatted as a planning/work session meeting. The meeting agenda would focus on the following items:

1. A review of current and planned improvement projects.
2. A review of current and pending grant applications.
3. A review of the preliminary plans for a new City Hall/Library facility and a new Public Safety facility.

3.11



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



May 6, 2025

Honorable Mayor and City Council Members

City Administrator Bill Waller

I am submitting for your review a proposed three-year preventative maintenance contract from Emergency Communication Systems (ECS) for annual tornado siren maintenance.

ECS recently completed annual service on the city's four emergency warning sirens:

- Site 1: Community Arena
- Site 2: Chestnut Street
- Site 3: Veterans Park
- Site 4: Crescent Hills

The 2025 preventative maintenance was conducted on April 23, 2025. This includes the standard annual inspection, lubrication, system testing, and replacement of desiccant bags and rust inhibitors, as recommended.

The previous current three-year service agreement with ECS concludes this year. To maintain consistency and proactive siren reliability, I recommend entering into a new three-year contract (2026–2028) with ECS. The proposed annual rate is \$475 per siren, totaling \$1,900.00 per year, with the same scope of work provided under the current agreement. This approach provides price stability and continued partnership with a certified provider experienced with our system.

Requested Action:

- Approve and authorize execution of a three-year Preventative Maintenance Service Agreement (2026–2028) with Emergency Communication Systems at a rate of \$1,900.00 annually.

Attachments:

- Proposed 2026–2028 PM Service Agreement
- 2025 Siren Service Reports

Please let me know if you have any questions prior to the meeting.

Respectfully submitted,



Emergency Communication Systems

Safety First

1750 Hamilton Court Little Chute, WI 54140
www.emergencycommunicationsystems-ecs.com
Phone: (920) 423-3311
Email: Bill@Siren-Service.com

Agreement for Warning System Annual Inspection & Preventative Maintenance

Creating a contract between Emergency Communication Systems and our customers instills confidence in the communities that we serve, knowing the warning system equipment is being maintained, tested, and held to a high standard. Service contracts for our customers allows them to ensure proper maintenance is being done on their equipment for the agreed upon length of time, eliminating any need to further search for certified service vendors or additional quotes. Service contracts allow Emergency Communication Systems to keep up to date records of equipment, ensure proper operation to protect our communities when a threat arises, and provides us with regular checks to ensure the equipment we stand behind is operating at optimal performance.

The following Annual Inspection & Preventative Maintenance Agreement is between

Emergency Communication Systems

&

La Crescent, MN

This agreement covers annual inspection and preventative maintenance only for sirens and controls. Sirens added to the system after the agreement will be included the year following installation unless discussed and agreed upon between the two parties. (*see page 3 for further maintenance details)

Agreement Period: (Please select one)

1-year agreement ☐

3-year agreement ☒

5-year agreement ☐

Between 2026 & 2028

Total number of sirens and associated controls: 4

Per site annual cost: \$ 475

Total Annual Cost for this agreement: \$ 1,900

Total Contract Cost for this agreement: \$ _____

*Maintenance to be invoiced annually after servicing

Party:

Emergency Communication Systems

Printed Name:

Jennifer Van Dyn Hoven

Signature:

Jennifer Van Dyn Hoven

Signature Date: 5/1/25

Party:

Printed Name:

Signature:

Signature Date: _____

*Emergency Communication Systems reserves the right to increase costs up to 5% each year due to inflation or unforeseen cost increases.

Annual Siren Maintenance for Tornado Sirens include but not limited to.

Details of Service:

The goal of this service is to minimize the possibility of siren failure and to capture the maximum performance and reliability of the warning system through scheduled annual service visits.

1. Inspect all electrical and mechanical connections. Make sure that all fasteners are properly tightened.
2. Visual inspection of the grounding system, utility pole, conduits and connections and cabinets.
3. Inspect both the rotator motor and siren motor (if equipped)
4. Grease and inspect siren head (up to 60ft head height)
5. Realign and reset rotation tensioner (if equipped)
6. Check sensor adjustment (if equipped)
7. Check rotation current sensor (if equipped)
8. Check AC power sensor (if equipped)
9. Check intrusion sensor (if equipped)
10. Check battery voltage/ cold cranking amps (if equipped)
11. Check controller auto-reporting (if equipped)
12. Check battery charger voltage (if equipped)
13. Check transformer/rectifier (if equipped)
14. Test manual siren activation (if equipped)

Please Note: if any parts or material are needed there will be an additional fee.

Scope of Responsibility

Emergency Communication Systems Scope of Responsibility

- Schedule technicians to perform services
- Ensure inspection is per manufacturer's specifications
- Conduct work in a timely manner
- Identify any open issues
- Provide a service point of contact to the customer

Customer Scope of Responsibility

- Provide an authorized point of contact for scheduling and onsite coordination
- Notify Emergency Communication Systems of any special instruction or other security issues affecting their visit to the site

#3.12



CITY OF LA CRESCENT
Department of Police
Chief Luke M. Ahlschlager



May 1, 2025

Honorable Mayor and City Council Members
City Administrator Bill Waller

Request for Temporary Street Closure / Parade Permit

La Crescent Elementary PTO – 12th Annual Great Green Run and Roll 2025

Friday, October 3rd, 2025

The La Crescent Elementary School PTO is holding a “fun run” called the Great Green Run and Roll, scheduled on Friday, October 3rd 2025 between the hours of 8:00 am to 12:00 pm. Utilizing sidewalks, the event will start on South 4th Street (northside of school) then travel south down South Oak Street to South 6th Street to South Elm Street and then return to the elementary school building and ending back on South 4th Street.

I would respectfully request permission to barricade South 4th Street between Oak and Elm Street during the event. I also would request permission to temporarily post the northside of South 4th Street “No Parking”. This request would minimally impact daily traffic and parking.

Given consideration of previous year’s events, there was minimal disruption to daily traffic and it should be noted the event is a huge success for the PTO organization and benefit to the school.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager
Chief of Police

#3.13



CITY OF LA CRESCENT
Department of Police
Chief Luke M. Ahlschlager



February 27, 2025

Honorable Mayor and City Council Members City
Administrator Bill Waller

RE: Rotary Sponsored - Apple Blossom Bicycle Tour Saturday, August 9, 2025

The 12th annual Apple Blossom Bicycle Tour is organized and sponsored by the La Crescent Rotary Club. The event is scheduled for Saturday, August 9, 2025, running from 7:00 a.m. to 3:00 p.m., with bicyclists starting no later than 8:30 a.m. from the parking lot behind The Time Out Tavern.

The organizers are requesting police assistance for traffic control at the intersection of Veterans Parkway (the frontage road) and North 4th Street, where bicyclists will be making either a right or left turn depending on their selected route. The 5-mile family ride, which will be guided by a Rotarian, will not require traffic control as it will primarily utilize the bike/pedestrian bridge and Wagon Wheel Trail.

Additionally, the organizers are requesting the city provide four picnic tables and two garbage cans to be placed in the area between the parking lot and the playground on the far-left side of The Event Center parking lot by 10:00 a.m. Lunch will be served in this area starting at 10:30 a.m.

In cooperation and support of this event, I respectfully request permission for the event to proceed. The La Crescent Police Department will be monitoring and available to assist as needed. Disruptions to normal traffic flow are anticipated to be minimal.

Thank you in advance for your consideration and continued support of this community event.

Sincerely,

Luke Ahlschlager
Chief of Police



**Rotary Club of La Crescent
P. O. Box 56
La Crescent, MN 55947**

February 27, 2025

**Luke Ahlschlager
Chief of Police
City of La Crescent
315 Main St.
La Crescent, MN 55947**

Dear Luke,

I am writing on behalf of the Rotary Club of La Crescent. We are organizing and sponsoring the 12th annual Apple Blossom Bike Tour August 9, 2025. The event will go from 7 a.m. to 3 p.m., with bicyclists being asked to start no later than 8:30 from the parking lot behind The Time Out Tavern.

I would like to request police assistance for traffic control at the intersection of Veterans Parkway (the frontage road) and North 4th Street. Bicyclists will either be turning right or left, depending on the route they choose.

The 5-mile family ride route will be guided by a Rotarian and start by exiting Vet's Park on the west side of the park and eventually go over the bike/pedestrian bridge, along Wagon Wheel trail and back. This ride will not require traffic control assistance.

I would also like to request 4 picnic tables and 2 garbage cans be placed in the area between the parking lot and the playground on the far-left side of The Event Center Parking lot by 10:00 a.m. where lunch will be served starting at 10:30 a.m.

Thank you in advance for your consideration and past support of this event.

Sincerely,

**Monica Holman
Committee Chair**

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: April 16th, 2025

SUBJECT: Postcards– Stoney Point Forest Habitat Restoration Project

Attached are postcards the city has received that recognize the efforts to restore the hardwood forest in Stoney Point. From what information we can gather these messages come from Postcard Underground. This nationwide group of people who pick an inspiring person, group or organization and send them kind words through an age-old medium — postcards. After all, who doesn't love a little "snail mail"? It's nice to see the cities efforts are being recognized far beyond the limits of the city.

Postcard Underground



RECEIVED
APR 03 2025

CITY OF LA CRESCENT

JASON LUDWIGSON

CITY OF LA CRESCENT

315 MAIN ST.

LA CRESCENT, MN

55947

WRY TO GO !!
LA CRESCENT, MN
Young & the rest
of it is what is

From The Art of Instruction: 100 Postcards of Vintage Educational Charts published by Chronicle Books in 2011

Tulip, 1955
Art by Editions Rosignol, © by Editions Rosignol, Philippe Rosignol.

George Wesley Bellows (American, 1882-1925)
Romance of Cretia, 1916
Oil on wood, 45.7 x 55.9 cm (18 x 22 in.)
Fine Arts Museums of San Francisco
Gift of Mr. and Mrs. W. Robert Phillips
in honor of Ian McKibbin White, 1986.43
© Fine Arts Museums of San Francisco
3471 Pomgranate Communications, Inc.



PRINTED IN KOREA 800 227 1428 WWW.POMEGRANATE.COM

Dear Jason,
Many thanks for
working to reclaim a
hardwood forest. Every
bit helps. Removing
invasive works toward
the betterment of the
planet. — Sue

Jason Ludwigson
Sustainable City Coordinator
City of LaCrescent
315 Main St.
LaCrescent, MN
RECEIVED

APR 14 2025 55947

CITY OF LA CRESCENT

Jason~

Anyone who has had
the opportunity
through a forest free from
buckthorn and barberry
knows how important -
and difficult - your work
is. I'm proud to call
Minnesota home - thanks to
people like you.

SAINT PAUL MN 550

4 APR 2025

PM 6 L



RECEIVED
APR 07 2025
CITY OF LA CRESCENT

Jason Ludwigson

Sustainability Coordinator

City of LaCrescent

315 Main St.

La Crescent, MN

55947

7-115617

Amy

Postcard



image du pays breton

Soir d'été

March 31, 2025
Thank you for
great work reclaiming
forests and species
sustainability.

The Postcard
Underground
- Illinois member



RECEIVED
APR 07 2025
CITY OF LA CRESCENT

Jason Ludwigson

Sustainability Coord.

City of La Crescent

315 Main St.

La Crescent, MN

55947

Editions d'Art JACK 22700 Louannec ©

31 MAR 2025 PM 7 L

Congrats and Thank You for your
work to restore the forests in your
community. May your project
be an example for other locales
to do the same. You've made
a difference for all of us. Wishing
you much success.
Postcard Underground
Annie

pomegranate.com

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

RECEIVED

APR 04 2025

CITY OF LACRESCENT

© Charley Harper Art Studio

55947-115015

Jason,
Thank you for all
you are doing for
sustainability -
especially the re-
forestation of Stony
Point -
Reclaiming a forest!
Tina



RECEIVED

APR 04 2025

CITY OF LACRESCENT

Jason Ludwigson
Sustainability Coordinator
City of LaCrescent
315 Main Street

Jason -

Love cheers for your
work at Stony Point.

It's a gift to the whole
planet, not just the
locals. Thank you!

Steve

Wells, ME

Jason Ludwigson
City of La Crescent
315 Main St.
La Crescent MN 55947

RECEIVED

APR 14 2025

CITY OF LA CRESCENT

55947-15015

Birds by Charley Harper
Eskimo Curlew

Hello,

Thank you for your
hard work + leadership
to reclaim + restore
the forest in LaCrescent!
Your work benefits the
community and the
planet.

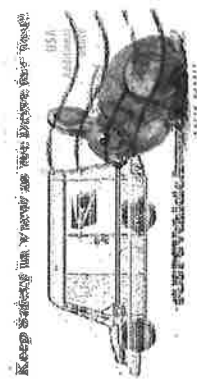
With gratitude,
N. Ludwigson

SAINT PAUL MN 550

31 MAR 2025 PM 5 L

Jason Ludwigson
City of La Crescent
315 Main St
LaCrescent MN 55947

RECEIVED





La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, May 20, 2025
8:00 a.m.

Board of Directors: Jen Burch, Chair; Pete Boese, Vice Chair; Chris Roderique, Treasurer; Ryan Johnson, Secretary; Dave Ring, Pat Stephens, Nathan Franklin, Patrick Barlow, Mike Mielke, Barb Janssen, Cherryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Kapena Faitau, Vicki Markussen, Brody Meier, Billy Bergeron, David Pierce, Nadia Turner, Austin Wells & Stephanie Pope

Ad Hoc: Kathleen Pielhop (DMI), Lauren Harris (La Crosse Chamber), Jay Odegard (City of La Crosse Parks and Rec), Elizabeth Poh (La Crosse Center), Brian Meeter (La Crescent Chamber), Debbie Hosch (La Crescent Area Event Center)

Executive Director: A.J. Frels

AGENDA

1. Call to Order

Vision Statement:

A destination that inspires exploration and elevates celebrations.

Mission Statement:

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

2. Introduction: Mike Mielke, City of Onalaska

3. Consent Items

a. Board Minutes

April 2025

b. Financial Committee

Minutes

May 2025

Statements

April 2025

c. Community Updates

4. Executive Director's Report – A.J. Frels

5. Community Partners Update

- a. DMI
- b. La Crescent Chamber
- c. La Crosse Chamber

6. Event Center Updates

- a. La Crescent Area Event Center
- b. La Crosse Center
- c. Omni Center

7. Committees

- a. Membership & Grants - Pat Stephens
- b. Convention/Sales – Jen Burch
- c. Marketing/Media - Jay Patel
- d. Belonging and Mattering Committee – Jen Burch

8. Old Business

- a. Beer, Wine & Cheese Update
- b. Trolley Sponsorships
- c. New Council Members Meetings Update
- d. WisDOT Adopt A-Hwy Dates

9. New Business

- a. Membership Media Kit
- b. Annual Luncheon, July 22 – Onalaska Community Center
- c. 2024 Audit Update

10. Adjournment

The Next Scheduled Board Meeting is scheduled for June 17, starting at 8:00 a.m.
at the LCCVB Office at 123 7th Street South, La Crosse.

Celebrating Staff Birthdays and Anniversaries

Birthdays

None

Explore La Crosse Employment Anniversaries

Nancy 5/22 – 12 years of service

Erik 6/13 – 3 years of service



LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

April 15, 2025– 8:00 a.m.

Board Members:

Present: Jen Burch, Pete Boese, Chris Roderique, Ryan Johnson, Dave Ring, Dan Kapanke, Brody Meier, Nathan Franklin,

Ashley Santolin, Barb Janssen, Cherryl Jostad, Austin Wells, Patrick Barlow, David Pierce, Kalynn Krueger, Pat Stephens, Jay Patel, Billy Bergeron, Stephanie Pope, Kapena Faitau, Kathleen Pielhop, Elizabeth Poh, Vicki Markussen

Excused: Lauren Harris, Dan Wick, Beth Franklin, Brian Meeter, Jay Odegard, Debbie Hosch

Absent: Nadia Turner

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

PROCEEDINGS:

J. Burch brought the meeting to order at 8:04 a.m.

Vision, Mission and Values

Consent Items:

MOTION: to approve the Board minutes-March 2025, Finance April 2025 Minutes, Statements March 2025, and Community Updates. (P. Stephens, J. Patel) Carried.

EXECUTIVE DIRECTOR REPORT:

-This year's Marbleseed convention brought in much lower attendance than in past years. AJ and Erik are discussing future subsidy payments. In the past, Explore La Crosse has paid up to \$10,000 (\$4,000 of that is for the rental of the City of La Crosse Parking ramps). Items also paid for by Explore La Crosse included gifts for the board members, meals, and shuttles.

-The USA Cycling event planning is coming along. Along with USA Cycling and local cycling groups, we have developed rack cards that will help promote cycling throughout the region.

-Haleigh and AJ will be guest speakers at the Caledonia Chamber lunch on April 15th. They will give an update on Explore La Crosse and the benefits of working with our organization.

-Erik is working with WAMO and the La Crosse Center to secure the darts tournament. Over the last couple of years, Explore La Crosse has contributed \$10,000 to secure this event. They are looking for additional items, including comped rooms. The committee will be kept in the loop as the sales department works through these requests.

-Carey and AJ met with Margaret Lichter and Jamie Schoegel, the new La Crosse County Historical Society Director. They had a productive meeting on how to work more closely together and spent time detailing trolley tours.

-First Pitch ticket kick-off for Explore La Crosse Day with the Brewers takes place today, April 10th, at 4:30pm

COMMUNITY PARTNER UPDATE:

a. DMI-Busy upcoming months including April 22nd the DMI Member Meeting, May 3rd Downtown Cleanup, May 31st Wine Walk.

EVENT CENTER UPDATE:

a. La Crosse Center-Elizabeth indicated she'd be attending MPI in Milwaukee. Also upcoming at the Center Rural Waters 2027 & 2028, Wisconsin County Highway Association years 2026-2028.

COMMITTEE REPORTS:

Membership - Reports were distributed. Revenue for March 2025 was \$15,561.75 budgeted for \$13,700.

Grants- Reports were distributed. Thus far, \$32,250 has been awarded in grants.

Convention/Sales- The next Impact meeting will be held in May aboard the La Crosse Queen.

Marketing/Media-Updates and work continue with Madden Media on the website design.

Belonging and Mattering Committee- Chuck Hanson attended the meeting and gave a presentation about a new Ho Chunk garden addition coming to the Friendship Gardens. It will be located in the area between the La Crosse Queen and The Hatchery building.

OLD BUSINESS:

- WIAA Update: Jeremiah and AJ had a good meeting with WIAA recently to discuss the future of girls wrestling and gymnastics.
- Storage Unit: We closed on the storage unit on April 11th. We are with an HOA for a cost of \$40 per month.
- Trolley Sponsorships: the trolley sell sheets have been sent out. Sponsorships will be limited to six sponsors, so they have good representation on the trolley. With this being the first year, the offering is a one year agreement to become a sponsor at \$5000.
- Education Videos: We have moved forward with the videos. They will start to air on WKBT beginning in April and also at the gas pumps at Kwik Trip starting on May 1st.

NEW BUSINESS:

- WisDOT Adopt a Hwy Program: AJ has included information in the meeting packet regarding the program. At this time he is looking to set a date in April to dedicate to the cleanup, and is looking for 8-10 volunteers.
- Room Tax Rate & Percentage- AJ shared the recent statewide survey from Destinations Wisconsin regarding the room tax distribution to DMOs and collections.
- Board Packet Format-discussion on the preference of meeting materials in order to help save on printing costs for the bureau. If you want a printed packet for the board meeting, please let AJ know and he will have it for you. Otherwise, you are welcome to bring in your own device to view the meeting materials.
- USA Cycling Videos-AJ shared the newly created promotional videos from USA Cycling for the event this fall.

Meeting adjourned at 9:08am.

Next Board Meeting: May 20th at 8:00am.

Respectfully submitted, Michelle Hoch

#6.3

TO: Honorable Mayor and City Council Members
Park and Recreation Commission Members

FROM: Bill Waller, City Administrator

DATE: May 20, 2025

RE: Meeting Minutes
May 19, 2025

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, May 19, 2025, in the Wieser Park Pavilion at Wieser Park. The following members were present: Maseray Bangura, Marge Loch-Wouters, Diana Adamski, Patti Martell, and Jon Steffes. Commission members Sarah Wetterlin and Paul McLellan were not in attendance. Also in attendance were Teresa O'Donnell-Ebner, Chris Fortsch, Jason Ludwigson, Larry Kirch, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the March 18, 2025 Park and Recreation Commission meeting as presented.
2. Administrative Assistant Chris Fortsch was in attendance at the meeting and reviewed the 2025 sign-up for activities at the aquatic center, and the transfer of summer recreation programming from the City to Community Education. It was the consensus of the Commission to revert to pre-covid 19 language regarding programming fees and registration protocols for non-residents of the City and the Township.
3. Jason Ludwigson, the City's Sustainability Coordinator was in attendance at the meeting and reviewed the following community improvement projects with the Commission:
 - a. The City has received a SHIP grant through Houston County for a portion of the costs associated with replacing the signs at all City parks. It was the consensus of the Commission to recommend the tan sign with green lettering as the preferred alternative.
 - b. Information was reviewed regarding the Conservation Partners Legacy Grants that were received for forest habitat restoration and removal of invasive species at Stoney Point Park and the balance of the City blufflands parks. The total grant award for the two projects is \$99,875.
4. Larry Kirch, the City's Community Development Director was in attendance at the meeting and reviewed the following community improvement projects with the Commission:
 - a. Information was reviewed regarding the \$1,575,000 MnDOT 2029 Transportation Alternatives Grant that was approved to construct a 10' bike/walking path from the bicycle/pedestrian bridge to South 14th Street.
 - b. Information was reviewed regarding the City's 2026 Minnesota State Bonding Bill application for the Ice Arena Improvement Project. The total

projects cost is \$4 million and the application will be for \$2 million in State bonding funds.

- c. Information was reviewed regarding the Indigenous Artists Project for the Overlook Plaza Project.
5. An update on the proposal to enclose one or both sides of the park shelter at Old Hickory Park will be presented at the next Commission meeting. Additional items for the next Commission meeting include the following: on-line sign up for programming at the Aquatic Center and City facilities calendar/scheduler, signage/enforcement of leash laws in City parks, an update on grant activities, alternatives for the tables/carts at Wieser Pavilion, and a review of tree, prairie planting, and rain garden projects.
6. The Commission was informed that Jon Steffes was resigning from the Commission. The members of the Commission thanked Jon for his many years of service to the City.
7. It was agreed that the next Park & Recreation Commission meeting would be held in September 2025, at a date to be determined in the future.
8. There being nothing further to discuss, the meeting was adjourned at approximately 6:41 pm.