

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
JUNE 24, 2024
5:00 P.M.

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

1. CONSENT AGENDA

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

- 1.1 MINUTES – JUNE 10, 2024
- 1.2 BILLS PAYABLE THROUGH JUNE 21, 2024

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 SOLSMART PLATINUM DESIGNATION
- 3.2 ENGINEERING AGREEMENT – STREET SWEEPING STUDY
- 3.3 COMMUNITY RESILIENCY PLAN
- 3.4 STATE OF Mn – DNR RENEWAL AGREEMENT
- 3.5 ROOT RIVER TRAIL EXTENSION PLAN
- 3.6 RESOLUTION – Mn DEPARTMENT OF PUBLIC SAFETY
EQUIPMENT GRANT – POLICE RADIOS
- 3.7 REVIEW CANNABIS MORATORIUM ORDINANCE –
CALL FOR PUBLIC HEARING
- 3.8 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.9 RESOLUTION – COUNTING OF WRITE IN VOTES
- 3.10 ADOPT SUMMARY PUBLICATION ORDINANCES &
RESOLUTION
- 3.11 STREET CLOSURE REQUEST
- 3.12 DONATION RESOLUTION
- 3.13 UPDATE ON SOLAR GARDEN SUBSCRIPTION
AGREEMENT

CITY OF LA CRESCENT
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336 SOUTH FIRST STREET
JUNE 24, 2024
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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 EXPLORE LA CROSSE

6.2

6.3

6.4

6.5

7. CORRESPONDENCE

7.1 STATE DEMOGRAPHIERS 2023 POPULATION ESTIMATE

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9 ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JUNE 10, 2024

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of June was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, June 10, 2024.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Attorney Skip Wieser, Public Works Director Tyler Benish, 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 – MAY 28, 2024
- 1.2 BILLS PAYABLE THROUGH – JUNE 7, 2024

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – BUILDING OFFICIAL TRAINING GRANT

Community Development Director Larry Kirch reviewed with City Council a Building Official Training Grant Agreement awarded to the City by the Minnesota Department of Labor and Industry for \$65,000. The purpose of the grant program is to train the next generation of Building Officials in learning, understanding, and implementing the various commercial and residential building codes. There are no city-matching funds required for the grant. The grant will pay for salary, equipment, training classes, testing, and certifications. A copy of the award letter and grant agreement were included. It was recommended that City Council accept the grant and authorize the Mayor and City Administrator to sign the grant agreement. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO ACCEPT THE BUILDING OFFICIAL TRAINING GRANT AWARD OF \$65,000 FROM THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY AND AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

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

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

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

ITEM 3.2 – Mn DEPARTMENT OF PUBLIC SAFETY-REVIEW & AUTHORIZE EXPENDITURES

Public Works Director Tyler Benish provided City Council with a MN Department of Public Safety review regarding the July 19th, 2023, Disaster #4722DR declared by the President of the United States of America, for the damages that occurred from April 11th through April 30th, 2023 from the Mississippi River flooding. The flooding caused damage to the City's infrastructure along Shore Acres Road and the Wagon Wheel Trail. The cost of damages included:

- \$40,164.81 to the Wagon Wheel Trail between the brush site and Shore Acres Road
- \$68,745.91 to the grinder pump sewer system

The City received a quote from Mathy Construction to complete the repair of the Wagon Wheel Trail and recommends City Council approve the expenditure from the disaster funding not to exceed \$40,164.81. A quote for the grinder pump sewer system repairs will be brought back to a later meeting for City Council approval. Following discussion, Member O'Donnell-Ebner, seconded by Member Williams as follows:

MOTION TO APPROVE THE EXPENDITURE FOR MATHY CONSTRUCTION TO REPAIR THE WAGON WHEEL TRAIL WITH THE DISASTER FUNDING NOT TO EXCEED \$40,164.81.

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

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

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

ITEM 3.3 – SALT STORAGE ORDINANCE

At the May 13th City Council meeting, City Council reviewed a Salt Storage Ordinance. After review City Council members recommended some additional wording to the Ordinance. Public Works Director Tyler Benish reviewed with City Council the updated Ordinance and it was recommended that City Council adopt the ordinance as presented. Following discussion, Member Hutchinson introduced the following ordinance and moved it passage and adoption:

CITY OF LA CRESCENT ORDINANCE NO. 582

AN ORDINANCE CONCERNING BULK STORAGE OF DEICING CHEMICALS

The City Council of the City of La Crescent hereby ordains:

SECTION I. PREAMBLE AND STATEMENT OF PURPOSE. Individuals and businesses engaged in the operation of a winter maintenance business for the private operation of a snowplowing service or the use of or storage of salt or other deicing materials, or to assist others in the same for the purpose of managing ice and snow from private roadways, parking areas and sidewalks and on commercial, industrial, institutional, office, multi-family and private single-family residential dwellings are encouraged to become a Smart Salt Certified Applicator.

SECTION II. DEICER STORAGE REQUIREMENTS. Proper salt storage practices are required at commercial, institutional, and industrial facilities in accordance with the effective Minnesota Pollution Control Agency's General Permit to Discharge Stormwater Associated with Small Municipal Separate Storm Sewer Systems. The following requirements apply to all designated salt bulk storage areas at commercial and industrial zoned facilities:

1. Salt storage areas must be fully covered or indoors.
2. Salt storage areas must be located on an impervious surface.
3. Practices must be implemented to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment).

SECTION III. VIOLATION. A violation of Section II of this Ordinance is a petty misdemeanor subject to penalty not to exceed \$300.00.

PASSED AND ENACTED this _____ day of _____, 2024

SIGNED:

Mayor

ATTEST:

City Administrator

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;

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

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

ITEM 3.4 – Mn LAND TRUST – LAND EXCHANGE AGREEMENT

Greg Watson submitted an agenda request to address the City Council if his questions were not answered during the review.

Sustainability Coordinator Jason Ludwigson reviewed with City Council a Land Exchange Agreement with Allan McCormick and the Minnesota Land Trust to resolve an issue with the land boundary on Mr. McCormick's property. The issue dates back to the mid-1990s and the construction of Mr. McCormick's home. The MN Land Trust is supportive of the proposed land exchange agreement. The city will obtain a net conservation gain. The net conservation gain was a requirement for MN Land Trust and the Internal Revenue Service to move this land exchange agreement forward. Mr. McCormick will deed 6.00 acres to the city in exchange for 1.00 acres being deeded back to him. This will clear any land boundary issues on his property. A map of the parcels was included. The City Council found the exchange has no relationship

with the Comprehensive Plan. It was recommended that City Council approve the land exchange with Mr. McCormick and authorize the Mayor, City Clerk, and City Administrator to sign the agreement on behalf of the City. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE LAND EXCHANGE AGREEMENT WITH ALLAN MCCORMICK AND AUTHORIZE THE MAYOR, CITY CLERK, AND CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

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

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

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

ITEM 3.5 – REVIEW FUTURE TRAIL CONNECTIONS

Rebecca and Greg Meinertz submitted an agenda request and addressed City Council regarding the future trail connection.

Greg Watson submitted an agenda request to address the City Council if his questions were not answered during the review.

City Administrator Bill Waller reviewed with City Council the progress of the trail extension from Eagles Bluff Park to the Winona County Overlook Park. The land exchange agreement between the City and Allan McCormick is the first segment of property necessary to complete the trail. City staff will continue discussion with land owners to either acquire an easement or purchase property that will allow for the trail extension to be completed. This is a process that will be time-consuming and will not be completed in a defined time frame. The City obtained an easement from La Crescent Township that will allow the trail to be extended from the Apple Blossom Point property which includes City-owned land and a previous easement that was obtained from an adjoining property owner that provides for the connection to the Crescent Hills development. A copy of the easement that the City obtained from the Township was included. This was informational only, no action required.

ITEM 3.6 – REVIEW CONSERVATION PARTNERS LEGACY GRANT PROJECT

Greg Watson submitted an agenda request to address the City Council if his questions were not answered during the review.

Sustainability Coordinator Jason Ludwigson reviewed with City Council a Conservation Partners Legacy Grant awarded to the City for \$40,700 from the Minnesota Department of Natural Resources to complete forestry restoration on the Stoney Point property. The project involves forestry mowing, follow-up foliar spraying applications, and planting of hardwood seedlings. The grant will also cover seed mix for inter-seeding the Pine Creek prairie. The adoption of the grant agreement will be brought back to a future City Council Meeting. This was informational only, no action required.

ITEM 3.7 – HOUSTON COUNTY PUBLIC HEALTH AGREEMENT

Sustainability Coordinator Jason Ludwigson reviewed with City Council a \$5,000 grant awarded to the City by the Statewide Health Improvement Partnership (SHIP) to help fund the purchase of new signs for the City parks. Many of the existing signs, made from plywood, are rotting or have other structural issues. The new signs would go through a design process with the Park and Recreation Commission and include the new City logo. The \$5,000 requires a 10% in-kind match which would be met by having the City Maintenance staff install the signs. A Memorandum of Understanding from the Houston County Public Health and Human Services was included. It was recommended that City Council approve the SHIP grant and the MOU. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE \$5,000 GRANT AWARDED TO THE CITY BY THE STATEWIDE HEALTH IMPROVEMENT PARTNERSHIP (SHIP) TO HELP FUND THE PURCHASE OF NEW SIGNS FOR THE CITY PARKS AND THE MEMORANDUM OF UNDERSTANDING FROM HOUSTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES WITH THE CITY MAINTENANCE STAFF INSTALLING THE SIGNS TO MEET THE 10% IN-KIND MATCH REQUIREMENTS.

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

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

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

ITEM 3.8 – FEE SCHEDULE AMENDMENT – BEEKEEPING ORDINANCE

City Clerk Angie Boettcher reviewed with City Council an amendment to the Master Fee Schedule under the Administration/Building Inspections and Permitting section to include a one-time fee of \$50 for a beekeeping permit. A copy of the permit application was included. It was recommended City Council

adopt the Ordinance. Following discussion, Member Hutchinson introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 583

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

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

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

**ADMINISTRATION
BUILDING INSPECTIONS AND PERMITTING**

BUILDING INSPECTIONS AND PERMITTING	2024
Short-term Rental Permit - Annually	\$100.00
ADD - Beekeeping Permit – One-Time Fee	\$50.00

ADOPTED this _____ day of _____ 2024

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.9 – NATIONAL POLLINATOR WEEK PROCLAMATION

City Council reviewed a Pollinator Proclamation proclaiming the week of June 17th through June 23rd, 2024 as Pollinator Week in the City of La Crescent. It was recommended that City Council adopt the proclamation. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO ADOPT THE NATIONAL POLLINATOR WEEK PROCLAMATION PROCLAIMING JUNE 17TH THROUGH JUNE 23RD, 2024 AS POLLINATOR WEEK IN THE CITY OF LA CRESCENT.

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

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

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

ITEM 3.10 – DONATION RESOLUTION

City Council reviewed a Resolution regarding the donation of thirty-five trees made to the City in the month of May by Cedar Valley Tree Farm. It was recommended that City Council approve the Resolution. Following review and discussion, Member Jostad introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 06-24-19

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

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

1. Cedar Valley Tree Farm wishes to donate thirty-five 6-foot-tall potted trees (20 Swamp White Oak, 5 Redmond Linden, and 10 Sugar Maple) to the City of La Crescent.

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

ADOPTED this 10th Day of June 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes

Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.11 – AMEND CAPITAL EXPENDITURE – RELEAF GRANT

Public Works Director Tyler Benish reviewed with City Council the purchase of a new rotary brush cutter attachment for \$8,647.60 that the Council approved at the March 11, 2024, City Council meeting. The cost was proposed to be broken down with \$3,647.60 from the 2022 capital equipment certificate and \$5,000 from the DNR Releaf Grant. There is a provision in the DNR grant that prohibits use of the grant funds on any purchase with a unit cost of \$5,000 or more even if that cost is split across grant and match funds. Based on this restriction, it was recommended that City Council amend the 2022 capital equipment expenditure to reflect that all of the cost of the rotary brush cutter is taken from the 2022 capital equipment certificate. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE AMENDING THE 2022 CAPITAL EQUIPMENT CERTIFICATE FOR THE ENTIRE COST OF \$8,647.60 FOR THE NEW ROTARY BRUSH CUTTER ATTACHMENT.

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

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

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

ITEM 3.12 – PERSONNEL COMMITTEE RECOMMENDATIONS

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

1. The Personnel Committee is recommending that the City Council promote current part-time Police Officer Josh DeBoer to full-time status to fill one of the two vacancies in the Police Department. The recommendation includes that Mr. DeBoer start at step 3 in the I.E.L.S salary schedule for the position. A letter from the Police Chief regarding the recommendation was included.

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

MOTION TO PROMOTE POLICE OFFICER JOSH DEBOER FROM A PART-TIME TO A FULL-TIME STATUS TO FILL ONE OF THE TWO VACANCIES IN THE POLICE DEPARTMENT AND THAT MR. DEBOER STARTS AT STEP 3 IN THE LELS SALARY SCHEDULE.

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

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

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

2. The Personnel Committee is recommending that Police Officer Kaleb Peterson be moved from step 2 to step 3 in the LELS salary schedule effective June 10, 2024. A letter from the police chief regarding the recommendation was included.

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

MOTION TO APPROVE POLICE OFFICER KALEB PETERSON TO BE MOVED FROM STEP 2 TO STEP 3 IN THE LELS SALARY SCHEDULE EFFECTIVE JUNE 10, 2024.

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

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

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

3. The Personnel Committee is recommending that the City Council approve a memorandum of understanding with the Law Enforcement Labor Service Union (LELS) that clarifies a long-standing practice regarding the payment for overtime hours. The agreement will align the contract language in the LELS agreement with similar contract language in the AFSME agreement. A copy of the memorandum of agreement was included.

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

MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE LAW ENFORCEMENT LABOR SERVICE UNION THAT CLARIFIES A LONG-STANDING PRACTICE REGARDING THE PAYMENT FOR OVERTIME HOURS TO ALIGN WITH SIMILAR CONTRACT LANGUAGE IN THE AFSME UNION AGREEMENT.

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Tercsa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

4. The Personnel Committee is recommending that the City Council set the safety shoe allowance for golf course workers as follows: Golf Course Superintendent - \$200 per year; part-time, outside seasonal workers - \$100 per year. This is consistent with the safety shoe allowance provided by the City to similar positions in the Public Works Department.

Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE SAFETY SHOE ALLOWANCE FOR GOLF COURSE WORKERS AS FOLLOWS: GOLF COURSE SUPERINTENDENT - \$200 PER YEAR; PART-TIME OUTSIDE SEASONAL WORKERS - \$100 PER YEAR TO BE CONSISTENT WITH THE SAFETY SHOE ALLOWANCE PROVIDED BY THE CITY TO SIMILAR POSITIONS IN THE PUBLIC WORKS DEPARTMENT.

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

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

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

ITEM 3.13 – APPLEFEST TORCHLIGHT PARADE REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting approval for the 2024 Applefest Torchlight Parade to be held on Thursday, September 19, 2024, beginning at Veterans Park and

ending at the Crucifixion Parking. The parade will start at approximately 7:10 pm (dusk), with the route being the same as last year. The LCPD will take necessary measures to provide adequate traffic control while minimizing traffic disruption. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE 2024 APPLEFEST TORCHLIGHT PARADE TO BE HELD ON THURSDAY, SEPTEMBER 19, 2024, BEGINNING AT VETERANS PARK AND ENDING AT THE CRUCIFIXION PARKING LOT WITH A START TIME OF APPROXIMATELY 7:10 PM AND THE ROUTE REMAINING THE SAME AS LAST YEAR.

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

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

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

ITEM 3.14 – CITY ATTORNEY'S REVIEW OF LEGISLATIVE CHANGES

City Attorney Skip Wieser reviewed the 2024 Legislative changes with City Council regarding cannabis cultivation and solar credits.

Effective July 2024, the Office of Cannabis Management can open the process for licenses for cultivation of cannabis to begin in August 2024. This could potentially impact the City's Building and Zoning regulations and Conditional Use Permits regarding green housing. A moratorium ordinance would allow Building and Zoning staff, the Planning Commission, and City Staff to review and study this topic, which would then prohibit the Office of Cannabis Management from issuing a license in the City for cultivation until January 2025. Following discussion there was a consensus from City Council to authorize Attorney Wieser to prepare a moratorium ordinance and bring it back to the June 24, 2024 council meeting for consideration.

The Minnesota Public Utilities Commission came out with a written order on May 30, 2024, making the bill credits on the community solar gardens that municipalities invested in years ago, less valuable. It was recommended that City Council authorize Attorney Wieser to work with the City of Winona Attorney for outside legal counsel which may incur up to \$5,000 in outside legal fees to appeal the order. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

**MOTION TO AUTHORIZE ATTORNEY WIESER TO WORK WITH THE CITY OF WINONA
ATTORNEY FOR OUTSIDE LEGAL COUNCIL TO INCUR UP TO \$5,000 IN OUTSIDE LEGAL
FEES TO APPEAL THE ORDER.**

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 GREENSTEP MEETING MINUTES – MAY 29, 2024

City Council reviewed the May 29th, 2024 Greenstep Committee meeting minutes.

6.2

6.3

8. CHAMBER OF COMMERCE

A representative from the La Crescent Chamber of Commerce was in attendance and provided an update.

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:14 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 21, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending June 21, 2024. We would suggest that the City Council approve the payment of the bills payable as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1ST IN EMERGENCY PRODUCTS						
13046	FD - FIRE MARSHALL VEHICLE UPFIT - PSA FUNDS	06/07/2024	6,077.19	.00		
Total 10191:			6,077.19	.00		
A1 PRECISION PUMPING INC						
12596	CITY HALL - UNPLUG SEWER LINE	05/31/2024	300.00	.00		
12602	PUMP OUT AIR RELEASE VALVES	06/03/2024	800.00	.00		
12613	GRINDER PUMP REPAIR - 628 SHORE ACRES	06/08/2024	450.00	.00		
Total 9080:			1,550.00	.00		
ABILITY BUILDING CENTER INC						
20626	CITY HALL - SHREDDING	05/31/2024	23.66	.00		
20626	CITY HALL - CLEANING	05/31/2024	104.63	.00		
20627	FD - CLEANING COMM RM	05/31/2024	371.00	.00		
20627	FD - CLEANING STATION	05/31/2024	201.00	.00		
Total 8085:			700.29	.00		
AMAZON CAPITAL SERVICES						
11KR-79GL-F4N	CITY - OFFICE SUPPLIES	06/11/2024	290.94	.00		
11WV-CCPM-Y4	FD - FIRE MARSHAL VEHICLE UPFIT - PSA FUNDS	06/14/2024	164.50	.00		
13MD-LFK6-MP	LIBRARY - BOOKS GRANT FUNDED	06/12/2024	69.76	.00		
197Q-LQK4-GRR	LIBRARY - BOOKS	06/11/2024	12.99	.00		
1DLM-34NP-K6C	NAVIGATION LIGHTS FOR FLAT BOTTOM BOAT	06/16/2024	18.99	.00		
1DLM-34NP-K6C	STROBE LIGHTS FOR BOBCAT	06/16/2024	189.99	.00		
1DLM-34NP-P93	LIBRARY - BOOKS	06/17/2024	18.99	.00		
1DRH-G7NF-7W	LIBRARY - BOOKS	06/11/2024	55.27	.00		
1FF9-PJYX-ND9	FD - FITNESS ROOM UPGRADE - PSA FUND	06/03/2024	364.89	.00		
1MJG-YKWW-PK	LIBRARY - BOOKS GRANT FUNDED	06/12/2024	98.59	.00		
1QMX-X1NR-C1	GC - OFFICE SUPPLIES	06/05/2024	15.54	.00		
1RJN-HQ9P-7XR	B&Z - OFFICE SUPPLIES	06/05/2024	85.10	.00		
1RT3-7WKG-CN	POOL - CLEANING SUPPLIES	06/11/2024	12.64	.00		
1RTD-VJGM-R3	GC - GOLF CAR REPAIR PARTS	06/09/2024	290.06	.00		
1X7K-FTHJ-3DK	FD - PAGER EQUIPMENT	06/03/2024	137.00	.00		
Total 9956:			1,623.25	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#56	ANIMAL RESCUE - SOLAR	06/01/2024	198.47	.00		
#56	RADIUM PLANT - SOLAR	06/01/2024	387.07	.00		
#56	MAINTENANCE BLDG - SOLAR	06/01/2024	387.07	.00		
Total 9859:			972.61	.00		
B & T TECHNICAL SERVICES, LLC						
1535	COMM BLDG - SOLAR ELECTRICAL SERVICE	05/31/2024	564.50	.00		
Total 9680:			564.50	.00		
BAKER & TAYLOR						
2038286925	LIBRARY - BOOKS GRANT FUNDED	05/13/2024	443.47	.00		
2038307543	LIBRARY - BOOKS GRANT FUNDED	05/20/2024	371.91	.00		
2038326209	LIBRARY - BOOKS GRANT FUNDED	05/28/2024	374.51	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8022:			1,189.89	.00		
BERNIE BUCHNER INC						
884514	INSTALLED NEW WATER METER AT WELL #3	06/05/2024	1,423.14	.00		
884529	POOL - HEATER REPAIR	06/05/2024	480.00	.00		
Total 129:			1,903.14	.00		
BOB'S SERVICE						
718092	PARKS - BATHROOM REPAIR OLD HICKORY	05/26/2024	409.00	.00		
718096	REPAIR WATER METER LEAK	05/26/2024	200.65	.00		
Total 8841:			609.65	.00		
CINTAS CORPORATION						
4191617979	CITY HALL - MATS, CLEANING RAGS & TOWELS	05/06/2024	78.65	.00		
4191618057	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	05/06/2024	46.28	.00		
4193058608	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	05/20/2024	36.66	.00		
4193058612	CITY HALL - MATS, CLEANING RAGS & TOWELS	05/20/2024	78.65	.00		
Total 9696:			240.24	.00		
CLASSIC ROCK PRODUCTS INC						
1019	CONCRETE PAD & LANDSCAPING IN BACK OF CITY HAL	06/03/2024	1,353.98	.00		
Total 278:			1,353.98	.00		
CLEARWAY COMMUNITY SOLAR LLC						
4/24 STMT	400 LARCH AVE - WELL 2	04/30/2024	517.29	.00		
4/24 STMT	523 S. CHESTNUT ST - ANIMAL SHELTER	04/30/2024	32.03	.00		
4/24 STMT	1200 JONATHAN LN - PARK SHELTER	04/30/2024	34.08	.00		
4/24 STMT	193 MCINTOSH RD - BOOSTER STATION	04/30/2024	146.01	.00		
4/24 STMT	209 S WALNUT ST - LAC SIGN	04/30/2024	11.19	.00		
4/24 STMT	1323 SPRUCE DR - ABNET FIELDS	04/30/2024	25.02	.00		
4/24 STMT	520 S. 14TH ST - ICE ARENA	04/30/2024	2,039.37	.00		
4/24 STMT	608 S. 7TH ST - POOL	04/30/2024	407.54	.00		
4/24 STMT	202 MAIN ST - FLAG LIGHT	04/30/2024	2.53	.00		
4/24 STMT	219 MAIN ST - UNIT LIGHTS	04/30/2024	62.29	.00		
4/24 STMT	608 S. 7TH ST - TENNIS COURT LIGHTS	04/30/2024	7.97	.00		
4/24 STMT	200 STONEY POINT - WELL HOUSE	04/30/2024	632.47	.00		
4/24 STMT	407 ORCHARDVIEW - BOOSTER STATION	04/30/2024	241.54	.00		
4/24 STMT	1450 HWY 16 - LIFT STATION	04/30/2024	23.74	.00		
4/24 STMT	110 MIDNIGHT ST - LIFT STATION	04/30/2024	41.40	.00		
4/24 STMT	219 CHESTNUT ST - BRIDGE LIGHT	04/30/2024	44.65	.00		
4/24 STMT	31 MCINTOSH RD - LIFT STATION	04/30/2024	9.00	.00		
4/24 STMT	336 S. 1ST ST - COMM BLDG	04/30/2024	122.70	.00		
4/24 STMT	722 N. 2ND ST - RADIUM PLANT	04/30/2024	1,583.68	.00		
4/24 STMT	321 MAIN ST - LIBRARY	04/30/2024	130.33	.00		
Total 9854:			6,114.83	.00		
CULLIGAN WATER CONDITIONING						
285X21375809	MAINT - WATER COOLER RENTAL	06/01/2024	40.95	.00		
285X21375809	CITY HALL - WATER COOLER RENTAL	06/01/2024	40.95	.00		
285X21375609	PD - WATER COOLER RENTAL	06/01/2024	39.99	.00		
285X21399708	FD - WATER COOLER RENTAL	06/01/2024	41.95	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 231:			163.84	.00		
DAVY LABORATORIES						
24F0075	WATER - TESTING	06/07/2024	108.00	.00		
24F0241	WATER - TESTING	06/14/2024	108.00	.00		
Total 312:			216.00	.00		
DEBOER, JOSH						
6/24 REIMB	REIMBURSE- 1 PANT & 2 SHIRTS LELS CONTRACT	06/17/2024	266.46	.00		
Total 10190:			266.46	.00		
DOOSAN BOBCAT NORTH AMERICA, INC.						
3824984	ROTARY BRUSH CUTTER- 2022 CAPITAL EQUIP CERT.	04/09/2024	8,647.60	8,647.60	06/18/2024	
Total 10189:			8,647.60	8,647.60		
DORSCHNER, JEVIN						
2024 BOOT	REIMBURSE - BOOTS 23/24	06/09/2024	210.99	.00		
Total 9878:			210.99	.00		
EARL F ANDERSEN INC						
0136505-IN	STREET - SIGNS	06/19/2024	142.95	.00		
0136506-IN	PARKS - NATIVE PRAIRIE SIGNS	06/19/2024	230.95	.00		
Total 404:			373.90	.00		
EMERGENCY AUTOMOTIVE TECH						
OAK24012A	PD - TESLA UPFIT - PUBLIC SAFETY FUNDS	06/06/2024	4,684.39	.00		
Total 9401:			4,684.39	.00		
EMERGENCY COMMUNICATION SYSTEM						
4226	ANNUAL TORNADO SIREN MAINTENANCE & REPAIR	06/12/2024	1,821.00	.00		
Total 9426:			1,821.00	.00		
ERNSTER, MICHAEL						
6/10-6/11	MEAL REIMB - TRAINING	06/11/2024	40.64	.00		
Total 431:			40.64	.00		
FARRELL EQUIPMENT & SUPPLY CO.						
139860	CONCRETE TOOLS	06/04/2024	98.97	.00		
Total 8459:			98.97	.00		
FEDERAL SIGNAL CORPORATION						
8643086	SIREN INSTALLATION - PSA FUNDS	06/19/2024	11,110.00	.00		
Total 9425:			11,110.00	.00		
FRIESEN, RYAN						
6/27/24	LIBRARY - PROGRAM FEE	06/02/2024	100.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10033:			100.00	.00		
GOPHER STATE ONE-CALL						
4050516	SEWER - LOCATE	05/31/2024	46.58	.00		
4050516	WATER - LOCATE	05/31/2024	46.57	.00		
Total 620:			93.15	.00		
GRAF ELECTRIC, INC.						
23382	GRINDER PUMP REPAIR - 628 SHORE ACRES	06/09/2024	199.69	.00		
Total 619:			199.69	.00		
GUNDERSEN HEALTH SYSTEM						
6/24 STMT	EMPLOYEE - DRUG SCREENS	06/06/2024	64.00	.00		
6/24 STMT	EMPLOYEE - DRUG SCREENS	06/06/2024	64.00	.00		
Total 622:			128.00	.00		
HACH COMPANY						
14086425	WATER TESTING SUPPLIES	06/11/2024	290.21	.00		
Total 611:			290.21	.00		
HAWKINS INC.						
6774659	POOL - CHEMICALS	06/04/2024	769.33	.00		
6781387	WATER PLANT - CHEMICALS	06/12/2024	6,646.91	.00		
6787072	POOL - CHEMICALS	06/18/2024	5,483.52	.00		
Total 512:			12,899.76	.00		
HOKAH CO-OP OIL ASSOCIATION						
8330	GC - ANNUAL TANK LEASE	05/31/2024	12.00	.00		
9638	GC - DIESEL AND GAS FILL	06/12/2024	1,944.70	.00		
Total 715:			1,956.70	.00		
KLINKENBERG, DEAN						
120	LIBRARY - PROGRAM FEE	06/10/2024	300.00	.00		
Total 10192:			300.00	.00		
KURITA AMERICA INC.						
INV824168	WATER PLANT - REPLACE BROKEN VALVES	05/29/2024	1,513.91	.00		
Total 9934:			1,513.91	.00		
LA CRESCENT ACE HARDWARE						
5/24 STMT	PARKS - CLEANING SUPPLIES	05/31/2024	9.98	.00		
5/24 STMT	STREETS - PAINT MACHINE REPAIR	05/31/2024	12.98	.00		
5/24 STMT	STREETS - PAINT MACHINE REPAIR	05/31/2024	23.58	.00		
5/24 STMT	LIBRARY - BLDG MAINTENANCE	05/31/2024	63.97	.00		
5/24 STMT	REPAIR TRAILER LIGHTS	05/31/2024	3.59	.00		
5/24 STMT	PAINT & SUPPLIES FOR APPLE ON STREET	05/31/2024	75.46	.00		
5/24 STMT	PARKS - SAFETY	05/31/2024	25.98	.00		
5/24 STMT	PAINT & SUPPLIES FOR APPLE ON STREET	05/31/2024	6.59	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/24 STMT	PARKS - SPRAYER REPAIR	05/31/2024	9.99	.00		
5/24 STMT	COMM BLDG REPAIR	05/31/2024	7.59	.00		
5/24 STMT	POOL REPAIR	05/31/2024	32.23	.00		
5/24 STMT	POOL REPAIR	05/31/2024	19.70	.00		
5/24 STMT	POOL REPAIR	05/31/2024	78.27	.00		
5/24 STMT	PARKS - FLOWER POTS	05/31/2024	43.56	.00		
5/24 STMT	POOL REPAIR	05/31/2024	27.47	.00		
5/24 STMT	POOL REPAIR	05/31/2024	17.58	.00		
5/24 STMT	MAINT - SHOP SUPPLIES	05/31/2024	12.49	.00		
5/24 STMT	STREETS - SMALL TOOLS	05/31/2024	30.57	.00		
5/24 STMT	PARKS - MOWER REPAIR	05/31/2024	1.78	.00		
5/24 STMT	FLAGS FOR CEMETERY	05/31/2024	21.54	.00		
5/24 STMT	GC - MOWER PARTS	05/31/2024	4.59	.00		
5/24 STMT	GC - REPAIR EQUIPMENT	05/31/2024	22.36	.00		
5/24 STMT	GC - CART MAINTENANCE	05/31/2024	21.56	.00		
5/24 STMT	WATER SAMPLES	05/31/2024	13.08	.00		
5/24 STMT	WELL #3 REPAIR	05/31/2024	3.99	.00		
5/24 STMT	POOL REPAIR	05/31/2024	2.39	.00		
5/24 STMT	POOL - OFFICE SUPPLIES	05/31/2024	11.99	.00		
5/24 STMT	POOL - CLEANING SUPPLIES	05/31/2024	8.96	.00		
5/24 STMT	POOL - CLEANING SUPPLIES	05/31/2024	27.97	.00		
5/24 STMT	PD - OFFICE SUPPLIES	05/31/2024	26.98	.00		
5/24 STMT	WELL HOUSE MAINT.	05/31/2024	27.97	.00		
5/24 STMT	PARKS - BUILDING REPAIR	05/31/2024	3.99	.00		
5/24 STMT	POOL REPAIR	05/31/2024	19.98	.00		
5/24 STMT	POOL - GATE KEYS MADE	05/31/2024	3.59	.00		
5/24 STMT	WATER - SMALL TOOLS	05/31/2024	3.59	.00		
5/24 STMT	PARKS - CHEMICALS	05/31/2024	8.00	.00		
5/24 STMT	FD - BLDG MAINTENANCE	05/31/2024	29.96	.00		
5/24 STMT	FIRE HYDRANT PAINTING	05/31/2024	28.35	.00		
5/24 STMT	MAINT - SHOP SUPPLIES	05/31/2024	11.99	.00		
5/24 STMT	POOL REPAIR	05/31/2024	16.11	.00		
5/24 STMT	MAINT - SHOP SUPPLIES	05/31/2024	38.99	.00		
5/24 STMT	POOL REPAIR	05/31/2024	9.52	.00		
5/24 STMT	POOL - CHEMICALS	05/31/2024	13.98	.00		
5/24 STMT	STREETS - SMALL TOOLS	05/31/2024	23.99	.00		
5/24 STMT	STREET SWEEPER REPAIR	05/31/2024	21.17	.00		
5/24 STMT	BRAKE FLUID	05/31/2024	10.99	.00		
5/24 STMT	FD - GARAGE DOOR REPAIR	05/31/2024	16.99	.00		
5/24 STMT	POOL - SMALL TOOLS	05/31/2024	16.99	.00		
5/24 STMT	PARKS - SEED	05/31/2024	24.99	.00		
5/24 STMT	GC - PAINT BRUSHES	05/31/2024	31.98	.00		
5/24 STMT	GC - SMALL TOOLS	05/31/2024	7.99	.00		
5/24 STMT	GC - SOFTENER SALT	05/31/2024	31.96	.00		
5/24 STMT	CITY HALL - BLDG REPAIR	05/31/2024	7.99	.00		
5/24 STMT	WELL #3 REPAIR	05/31/2024	14.99	.00		
5/24 STMT	PARKS - BLDG REPAIR	05/31/2024	3.99	.00		
5/24 STMT	POOL REPAIR	05/31/2024	18.21	.00		
5/24 STMT	POOL - OFFICE SUPPLIES	05/31/2024	11.99	.00		
5/24 STMT	POOL - CLEANING SUPPLIES	05/31/2024	5.58	.00		
5/24 STMT	POOL - UNIFORM	05/31/2024	18.45	.00		
5/24 STMT	PD - OFFICE SUPPLIES	05/31/2024	12.99	.00		

Total 717:

1,166.03 .00

LA CRESCENT AREA EVENT CENTER, INC.

5/24 LODGING T LODGING TAX - MARKETING & PROMO AGREEMENT 06/20/2024 1,595.29 .00

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9810:			1,595.29	.00		
LA CRESCENT CHAMBER OF COMMERCE						
5/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	06/20/2024	1,595.29	.00		
Total 1142:			1,595.29	.00		
LA CRESCENT ROCK PRODUCTS INC						
24-139	GC - MATERIAL FOR CART PATHS	05/31/2024	115.54	.00		
Total 1121:			115.54	.00		
LA CROSSE AREA CONVENTION AND						
5/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	06/20/2024	4,990.39	.00		
Total 9824:			4,990.39	.00		
LA CROSSE GLASS & OVERHEAD DOOR CO.						
348715	MAINT SHOP - PROTECTOR SYSTEM	05/31/2024	165.00	.00		
Total 2471:			165.00	.00		
LEAGUE OF MINNESOTA CITIES						
407233	2024 LMC ANNUAL CONFERENCE - T. BENISH	06/10/2024	475.00	475.00	06/11/2024	
Total 1117:			475.00	475.00		
LIND, CARL						
104	GC - USED BALLS FOR RESALE	06/17/2024	88.00	.00		
Total 10110:			88.00	.00		
MAYO CLINIC AMBULANCE SERVICE						
1798057	CPR CLASS	05/22/2024	102.00	.00		
1799111	CPR CLASSES - 5/15, 5/28 & 6/1	06/01/2024	977.00	.00		
Total 8150:			1,079.00	.00		
MENARDS-LA CROSSE						
067	MATERIAL FOR CEMENT SLAB BEHIND CITY HALL	05/31/2024	430.52	.00		
270	GC - COURSE MAINTENANCE	06/05/2024	371.17	.00		
561	PARKS - STRUCTURE REPAIR	06/13/2024	49.99	.00		
561	WATER - FAN	06/13/2024	79.98	.00		
561	MAINT - FLOOR SWEEP	06/13/2024	39.98	.00		
561	STREETS - SAFETY CONES	06/13/2024	243.77	.00		
561	FD - VEHICLE MAINT	06/13/2024	32.60	.00		
621	PARKS - LANDSCAPING	06/14/2024	59.96	.00		
621	STREETS - SAFETY CONES	06/14/2024	295.80	.00		
621	FD - WATER	06/14/2024	17.40	.00		
Total 1352:			1,621.17	.00		
MIDWEST MACHINERY CO.						
10073003	PARKS - REPLACE GEAR BOX ON JOHN DEERE MOWER	06/03/2024	1,529.49	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9837:			1,529.49	.00		
MIDWEST TAPE						
505590640	LIBRARY- MOVIES GRANT FUNDED	06/07/2024	175.45	.00		
Total 9851:			175.45	.00		
MIENERGY COOPERATIVE						
5/24 STMT	ELECT UTILITIES-GC POP MACH.	05/31/2024	130.46	130.46	06/18/2024	
5/24 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	05/31/2024	579.35	579.35	06/18/2024	
5/24 STMT	ELECT UTILITIES - WIESER PARK	05/31/2024	349.99	349.99	06/18/2024	
5/24 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	05/31/2024	230.00	230.00	06/18/2024	
5/24 STMT	ELECT UTILITIES-GC CLUBHOUSE	05/31/2024	1,066.97	1,066.97	06/18/2024	
5/24 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	05/31/2024	135.11	135.11	06/18/2024	
Total 2012:			2,491.88	2,491.88		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
06/07/24PR0015	MN CHILD SUPPORT	06/11/2024	497.46	497.46	06/11/2024	
Total 9597:			497.46	497.46		
MN DEPT OF TRANSPORTATION						
802206	REFUND - AUDIT CY2022	06/17/2024	10,788.29	.00		
Total 1364:			10,788.29	.00		
MN FIRE SERVICE CERT. BOARD						
FF/FF11 EXAMS	FIREFIGHTER I & II EXAM - JD & DS	06/11/2024	504.00	.00		
Total 1270:			504.00	.00		
MNDRIVERSMANUALS.COM						
5333	MV - DRIVER MANUALS	06/12/2024	629.47	.00		
Total 9435:			629.47	.00		
MORRIS ELECTRONICS INC.						
6397	PD - USER RIGHTS	01/15/2024	87.50	.00		
6397	FD - NETWORK FOLDERS	01/15/2024	87.50	.00		
6397	CLERK - POP UPS & VPN	01/15/2024	175.00	.00		
8302	PHONE FACTOR LICENSE - JASON LUDWIGSON	05/21/2024	20.00	.00		
8433	SEWER - SERVICE LABOR	05/30/2024	55.00	.00		
8433	PUBLIC WORKS - SERVICE LABOR	05/30/2024	110.00	.00		
8433	POLICE - SERVICE LABOR	05/30/2024	165.00	.00		
8433	COUNCIL - SERVICE LABOR	05/30/2024	110.00	.00		
8433	LIC BUR - SERVICE LABOR	05/30/2024	110.00	.00		
8433	FIRE - SERVICE LABOR	05/30/2024	110.00	.00		
8433	STREETS - SERVICE LABOR	05/30/2024	55.00	.00		
8433	B&Z - SERVICE LABOR	05/30/2024	110.00	.00		
8433	CLERK - SERVICE LABOR	05/30/2024	110.00	.00		
8433	GC - SERVICE LABOR	05/30/2024	110.00	.00		
8433	WATER - SERVICE LABOR	05/30/2024	55.00	.00		
8434	STREETS - LODGING	05/30/2024	14.14	.00		
8434	B&Z - LODGING	05/30/2024	28.28	.00		
8434	CLERK - LODGING	05/30/2024	56.57	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
8434	LIC BUR - LODGING	05/30/2024	28.28	.00		
8434	FIRE - LODGING	05/30/2024	28.28	.00		
8434	SEWER - LODGING	05/30/2024	14.15	.00		
8434	PUBLIC WORKS - LODGING	05/30/2024	28.28	.00		
8434	POLICE - LODGING	05/30/2024	42.43	.00		
8434	GC - LODGING	05/30/2024	28.28	.00		
8434	WATER - LODGING	05/30/2024	14.15	.00		
8449	SEWER - SERVICE LABOR	05/31/2024	25.00	.00		
8449	PUBLIC WORKS - SERVICE LABOR	05/31/2024	50.00	.00		
8449	POLICE - SERVICE LABOR	05/31/2024	75.00	.00		
8449	GC - SERVICE LABOR	05/31/2024	50.00	.00		
8449	WATER - SERVICE LABOR	05/31/2024	25.00	.00		
8449	STREETS - SERVICE LABOR	05/31/2024	25.00	.00		
8449	B&Z - SERVICE LABOR	05/31/2024	50.00	.00		
8449	CLERK - SERVICE LABOR	05/31/2024	100.00	.00		
8449	LIC BUR - SERVICE LABOR	05/31/2024	50.00	.00		
8449	FIRE - SERVICE LABOR	05/31/2024	50.00	.00		
8478	SEWER - SERVICE LABOR	06/03/2024	15.00	.00		
8478	PUBLIC WORKS - SERVICE LABOR	06/03/2024	30.00	.00		
8478	POLICE - SERVICE LABOR	06/03/2024	45.00	.00		
8478	GC - SERVICE LABOR	06/03/2024	30.00	.00		
8478	WATER - SERVICE LABOR	06/03/2024	15.00	.00		
8478	STREETS - SERVICE LABOR	06/03/2024	15.00	.00		
8478	B&Z - SERVICE LABOR	06/03/2024	30.00	.00		
8478	CLERK - SERVICE LABOR	06/03/2024	60.00	.00		
8478	LIC BUR - SERVICE LABOR	06/03/2024	30.00	.00		
8478	FIRE - SERVICE LABOR	06/03/2024	30.00	.00		
8520	GC - SERVER MIGRATION	06/04/2024	82.50	.00		
8520	WATER - SERVER MIGRATION	06/04/2024	41.25	.00		
8520	STREETS - SERVER MIGRATION	06/04/2024	41.25	.00		
8520	B&Z - SERVER MIGRATION	06/04/2024	82.50	.00		
8520	SEWER - SERVER MIGRATION	06/04/2024	41.25	.00		
8520	PUBLIC WORKS - SERVER MIGRATION	06/04/2024	82.50	.00		
8520	POLICE - SERVER MIGRATION	06/04/2024	123.75	.00		
8520	CLERK - SERVER MIGRATION	06/04/2024	165.00	.00		
8520	LIC BUR - SERVER MIGRATION	06/04/2024	82.50	.00		
8520	FIRE - SERVER MIGRATION	06/04/2024	82.50	.00		
Total 100B1:			3,377.84	.00		
MSA PROFESSIONAL SERVICES INC						
005042	ADA- TRANSITION PLAN	05/25/2024	2,125.10	.00		
Total 938B:			2,125.10	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1316382	GC - BEER FOR RESALE	06/06/2024	341.45	.00		
1323608	GC - BEER FOR RESALE- CREDIT	06/20/2024	16.50	.00		
1323609	GC - BEER FOR RESALE	06/20/2024	414.50	.00		
Total 2311:			739.45	.00		
PENDELTON TURF SUPPLY INC						
9006	GC - FERTILIZER	05/31/2024	1,244.00	.00		
Total 9169:			1,244.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PERFORMANCE FOODSERVICE						
714308	POOL - CONCESSIONS	06/07/2024	2,191.00	.00		
717281	POOL - CONCESSIONS	06/12/2024	817.98	.00		
723096	POOL - CONCESSIONS	06/19/2024	733.94	.00		
Total 10087:			3,742.92	.00		
PUMP 4 LESS						
5/24 CITY	PARKS - MOTOR FUEL	06/31/2024	818.30	.00		
5/24 POLICE	POLICE DEPT - MOTOR FUEL	06/31/2024	93.47	.00		
Total 8604:			911.77	.00		
QUALITY FLOW SYSTEMS, INC						
47032	WASTEWATER SAMPLER - 2022 CAPITAL EQUIPMENT	06/07/2024	17,796.00	.00		
47036	SERVICE AIR RELEASE VALVES	06/10/2024	800.00	.00		
Total 9917:			18,596.00	.00		
RELIABLE PEST MANAGEMENT						
15690	CITY HALL - PEST CONTROL	06/04/2024	45.00	.00		
15691	ICE ARENA - PEST CONTROL	06/04/2024	65.00	.00		
15692	CITY HALL - PEST CONTROL	06/04/2024	115.00	.00		
Total 9871:			225.00	.00		
RIVER CITY CONCRETE PRODUCTS, LLC						
26416	CONCRETE PAD BEHIND LIBRARY	06/06/2024	1,199.50	.00		
Total 10195:			1,199.50	.00		
RIVERLAND COMMUNITY COLLEGE						
J. MEIER FIRES	FD - FIRE SCHOOL J. MEIER	04/02/2024	160.00	.00		
Total 1837:			160.00	.00		
SIGNARAMA						
INV-5555	PD - TESLA SQUAD DECAL - PSA FUNDS	06/12/2024	30.83	.00		
Total 9831:			30.83	.00		
SUMMIT FIRE PROTECTION						
182016163	PD - RECHARGE FIRE EXTINGUISHERS	05/29/2024	60.70	.00		
182016284	GC - FIRE EXT ANNUAL INSPECTION	05/31/2024	259.40	.00		
182016285	GC - SYSTEM INSPECTION - CLUBHOUSE	05/31/2024	182.00	.00		
182016286	CITY HALL - FIRE EXT ANNUAL INSPECTION	05/31/2024	824.85	.00		
182016286	MAINT - ANNUAL FIRE EXT SERVICE	05/31/2024	824.85	.00		
182016286	FIRE - ANNUAL FIRE EXT SERVICE	05/31/2024	824.85	.00		
Total 50:			2,976.65	.00		
THE BUYERS EX-PRESS						
4098	GC - ADVERTISING	06/05/2024	150.00	.00		
Total 9513:			150.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
THE DARNING GROUP						
2024224	WSI TRAINING - 12 GUARDS	06/17/2024	2,880.00	.00		
Total 10194:			2,880.00	.00		
THE WORKS						
2197	COWORKING PARTNERSHIP AGREEMENT	04/25/2024	5,000.00	5,000.00	06/11/2024	
Total 10188:			5,000.00	5,000.00		
THORSON GRAPHICS LLC						
9488	REC T-SHIRTS	06/05/2024	975.50	.00		
Total 8998:			975.50	.00		
VERIZON WIRELESS						
9965297514	PD - COMPUTER DATA & PHONE SERVICE	05/31/2024	494.91	.00		
9965297514	SEWER DEPT - DATA	05/31/2024	35.01	.00		
9965297514	B&Z - COMPUTER DATA	05/31/2024	50.02	.00		
9965297514	WATER DEPT - DATA	05/31/2024	35.01	.00		
9985592648	SEWER DEPT - WIRELESS	05/31/2024	57.31	.00		
9985592648	WATER DEPT - WIRELESS	05/31/2024	57.31	.00		
Total 8973:			729.57	.00		
WATER SYSTEMS CO.						
722167	LIBRARY - WATER COOLER RENTAL	05/31/2024	8.00	.00		
Total 8605:			8.00	.00		
WELDA, JOAN						
1	LIBRARY - PROGRAM - SRP	06/10/2024	100.00	.00		
Total 10122:			100.00	.00		
WHKS & CO.						
51493	FLOOD RESILIENCY PLAN	05/31/2024	10,065.00	.00		
Total 8290:			10,065.00	.00		
WOODY'S TREE SERVICE						
5/22/24	TREE REMOVAL	05/22/2024	2,600.00	.00		
Total 10170:			2,600.00	.00		
Grand Totals:			155,558.66	17,111.94		

#3.1



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: June 10th, 2024

Re: SolSmart Platinum Designation

The city has achieved SolSmart Platinum designation. La Crescent is the 3rd official city in the US to achieve this designation and the first in the state of Minnesota. SolSmart is a national designation program recognizing cities, counties, and regional organizations that foster the development of mature local solar markets. The city has achieved previous SolSmart designations on the dates listed below:

- Bronze Designation Date: 10/23/2019
- Silver Designation Date: 2/26/2021
- Gold Designation Date: 4/14/2021
- Platinum Designation Date: 6/6/2024

SolSmart is a collaborative effort funded by the U.S. Department of Energy (DOE) Solar Energy Technologies Office (SETO), and led by the Interstate Renewable Energy Council (IREC) and the International City/County Management Association (ICMA), along with other partner organizations that have extensive expertise in solar energy and local government. The program offers expert technical assistance at no cost to help local governments adopt nationally recognized best practices to advance solar energy adoption. Since the program launched in 2016, SolSmart has helped over 500 local governments and their residents save time and money by reducing the soft costs of going solar.

I will be in attendance to present the certificate commemorating the achievement.



La Crescent
Minnesota
Platinum Designation

June 6, 2024

Dear La Crescent, Minnesota,

The SolSmart program is honored to announce that you have earned a Platinum Designation. This achievement shows you have met national best practices specified in the SolSmart criteria to reduce local barriers to solar energy growth.

The SolSmart designation recognizes cities, towns, counties, and regional organizations as national solar energy leaders. The actions you have taken will help make solar energy more affordable, accessible, and widespread. We encourage you to promote your SolSmart designation as a sign that your community is "open for solar business."

Expanding solar energy use brings many local benefits, including reduced carbon emissions, economic development, job growth, and improved community health and welfare, to name just a few. On behalf of the entire SolSmart team, we send our congratulations and encourage you to reach out as you continue to advance toward your clean energy goals.

Again, congratulations on your SolSmart Platinum Designation.

Sincerely,

Brandy O'Quinn
Program Director, SolSmart
Interstate Renewable Energy Council
(IREC)

Debra Perry
Senior Project Manager
International City/County Management
Association (ICMA)

SolSmart Post-Designation Review Results

As of 2024-06-06 12:50:31 Eastern Standard Time/EST • Generated by Scott Hancock

Criteria Category	Program Name	Criteria Name	Criteria Description	Points Awarded
Community Engagement	La Crescent, MN (SPARC)	Standard Pathway CE-2 (SV4)	Establish partnerships w/ local community-based orgs or other orgs focused on serving disadvantaged communities w/in your community to define your community's solar equity goals, develop implementation strategies, & establish a plan for tracking & reporting	20
	La Crescent, MN (SPARC)	Standard Pathway CE-6 (SV4)	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.	5
	La Crescent, MN (SPARC)	Standard Pathway CE-3 (SV4)	Post online resources about residential and commercial solar PV financing options and incentives.	5
	La Crescent, MN (SPARC)	Standard Pathway CE-1 (SV4)	Promote solar	10
	La Crescent, MN (SPARC)	Standard Pathway CE-7 (SV4)	Post online resources about solar installers and/or solar quote platforms for solar PV.	5
	La Crescent, MN (SPARC)	Standard Pathway CE-8 (SV4)	Post an online solar map for your community.	5
	La Crescent, MN (SPARC)	Standard Pathway CE-9 (SV4)	community solar and/or solarize subscribers	5
	La Crescent, MN (SPARC)	Standard Pathway CE-4 (SV4)	Post online resources about consumer protection and solar PV.	5
	La Crescent, MN (SPARC)	Standard Pathway CE-5 (SV4)	Post an online summary of state policies related to a property owners solar access and solar rights, including links to state-level policy.	5
	La Crescent, MN (SPARC)	Standard Pathway CE-10 (SV4)	Counts points awarded for previous versions of standard criteria that don't convert 1:1 to the current standard version criteria (either due to not having a current criteria or due to converted criteria being worth less points)	15
Subtotal	Sum	Count		80
Government Operations	La Crescent, MN (SPARC)	Standard Pathway GO-5 (SV4)	Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.	10
	La Crescent, MN (SPARC)	Standard Pathway GO-8 (SV4)	PPA, virtual PPA, green tariff, or similar structure.	20
	La Crescent, MN (SPARC)	Standard Pathway GO-13 (SV4)	Train local government staff on regulatory and (where applicable) wholesale market barriers to solar deployment and potential engagement pathways to address these barriers. Training must have occurred in the past two years.	10
	La Crescent, MN (SPARC)	Standard Pathway GO-2 (SV4)	Install solar PV on local government facilities and/or local government-controlled land. (Required for Platinum)	20
Subtotal	Sum	Count		60
Market Development	La Crescent, MN (SPARC)	Standard Pathway MD-1 (SV4)	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.	20
	La Crescent, MN (SPARC)	Standard Pathway MD-7 (SV4)	Provide a PACE financing program that includes solar PV as an eligible technology.	10
Subtotal	Sum	Count		30
Permitting and Inspection	La Crescent, MN (SPARC)	Standard Pathway PI-6 (SV4)	permitting & inspection timelines. (Required for Platinum)	10
	La Crescent, MN (SPARC)	Standard Pathway PI-11 (SV4)	Receive a demonstration of an instant or automated permit form (e.g., SolarAPP+), and discuss how it might be implemented in the permitting process.	5
	La Crescent, MN (SPARC)	Standard Pathway PI-15 (SV4)	Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source	10
	La Crescent, MN (SPARC)	Standard Pathway PI-5 (SV4)	Demonstrate pathway for instantaneous approval of residential rooftop solar PV systems (e.g., using SolarAPP+). (Required for Platinum)	20
	La Crescent, MN (SPARC)	Standard Pathway PI-2 (SV4)	Silver!	10
	La Crescent, MN (SPARC)	Standard Pathway PI-3 (SV4)	Silver!	10
	La Crescent, MN (SPARC)	Standard Pathway PI-4 (SV4)	Post an online statement confirming a three-business day turnaround time for residential rooftop solar PV. (Required for Gold)	20
	La Crescent, MN (SPARC)	Standard Pathway PI-7 (SV4)	Adopt a standard solar PV permit application form aligned with best practices.	5
	La Crescent, MN (SPARC)	Standard Pathway PI-10 (SV4)	Provide an online process for solar PV permit submission and approval	20
	La Crescent, MN (SPARC)	Standard Pathway PI-14 (SV4)	Demonstrate that residential permit fees for solar PV are \$500 or less.	5
	La Crescent, MN (SPARC)	Standard Pathway PI-16 (SV4)	permitting process.	10
	La Crescent, MN (SPARC)	Standard Pathway PI-Legacy (SV4)	Counts points awarded for previous versions of standard criteria that don't convert 1:1 to the current standard version criteria (either due to not having a current criteria or due to converted criteria being worth less points)	25
	La Crescent, MN (SPARC)	Standard Pathway PI-Legacy (SV4)		150
Subtotal	Sum	Count		350
Planning and Zoning	La Crescent, MN (SPARC)	Standard Pathway PZ-2 (SV4)	Present PZ-1 memo findings to planning commission or relevant body.	5
	La Crescent, MN (SPARC)	Standard Pathway PZ-1 (SV4)	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo	5
	La Crescent, MN (SPARC)	Standard Pathway PZ-5 (SV4)	Clarify in the zoning ordinance that accessory use rooftop solar PV is explicitly allowed day-light in all major zones. (Required for Gold, PZ-4 is optional)	10
	La Crescent, MN (SPARC)	Standard Pathway PZ-6 (SV4)	Ensure the zoning ordinance language does not include intentional or unintentional barriers to accessory use rooftop solar PV	10
	La Crescent, MN (SPARC)	Standard Pathway PZ-7 (SV4)	Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.	5
Subtotal	Sum	Count		40
Pre-requisite Subtotal	La Crescent, MN (SPARC)	Standard Pathway PR-1 (SV4)	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.	0
	La Crescent, MN (SPARC)	Standard Pathway PR-2 (SV4)		0
Total	Sum	Count		960

3.2



TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: June 18th, 2024

RE: Enhanced Street Sweeping Study

Attached for your review and consideration by the City Council is an agreement with WHKS for professional services to complete an Enhanced Street Sweeping Study. The goal of this project is to develop an enhanced street sweeping plan that identifies street sweeping zones and number of sweeps per zone to maximize the cost-benefit of street sweeping as a pollutant reduction practice. The enhanced street sweeping plan will be used by City staff as the technical basis for grant funding applications to purchase a new street sweeper. The city applied for a Board of Water and Soil Resources (BWSR) Projects and Practices grant to purchase a new street sweeper in 2023 to meet its MS4 pollutant reduction goals but was instructed by BWSR staff to complete an enhanced street sweeping plan prior to subsequent applications. WinLac will fund \$6,500 dollars for the Enhanced Street Sweeping Study. We would recommend amending the 2024 general fund budget to reflect the city contributing \$1,000 towards the engineering costs. The cost of a new street sweeper is \$282,000 and the Board of Water and Soil Resources (BWSR) Projects and Practices grant will pay for 90% of the acquisition cost. Tim Hruska and I will be in attendance to review the agreement.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of La Crescent, MN** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Enhanced Street Sweeping Plan**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-2 – Billed Hourly with an Estimated Fee of \$7,500. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

Executed this _____ day of March 2024

City of La Crescent, MN

WHKS & co.

By: _____

By: _____

Printed Name: Bill Waller

Printed Name: Timothy A. Hruska, P.E., L.S.

Title: City Administrator

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project Description

The goal of this project is to develop an enhanced street sweeping plan that identifies street sweeping zones and number of sweeps per zone to maximize the cost-benefit of street sweeping as a pollutant reduction practice. The enhanced street sweeping plan will be used by City staff as the technical basis for grant funding applications to purchase a new street sweeper. The City applied for a Board of Water and Soil Resources (BWSR) Projects and Practices grant to purchase a new street sweeper in 2023 to meet its MS4 pollutant reduction goals but was instructed by BWSR staff to complete an enhanced street sweeping plan prior to subsequent applications.

B. Scope of Services Provided Under This Agreement:

1. **Identify Street Sweeping Zones and Pollutant Reductions**
 - Collect available GIS information of municipal street network, areas of curb and gutter, neighborhood age, land use types, canopy cover, and percent impervious.
 - Delineate street sweeping zones based on neighborhood age, canopy cover, and Public Works staff input.
 - Estimate pollutant reductions by number of sweeps per zone based on Minnesota Pollution Control Agency guidance and University of Minnesota stormwater research.
2. **Develop an Enhanced Street Sweeping Plan**
 - Determine the optimal number of sweeps per sweeping zone that meets the pollutant reduction goal for Blue Lake.
 - Meet with Public Works staff to discuss proposed street sweeping plan and adjust based on available staff and equipment.
 - Develop final cost and pollutant reduction estimate for proposed enhanced street sweeping plan.
 - Prepare memo summarizing prioritized street sweeping zones, pollutant reduction estimates, and estimated costs for the proposed enhanced street sweeping plan.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Permits other than those identified above
6. Funding assistance, including grant and/or loan applications
7. Wetland mitigation plans

8. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
9. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
10. Attendance at additional meetings (other than those listed above)

MEMORANDUM

TO: Mayor and City Council

FROM: Tim Hruska, P.E.

DATE: June 21, 2024

RE: Climate Resiliency Report

The City received a grant from the MPCA to study two priority areas. The project developed a hydraulic model for the Redwood Drive Drainage area and Shore Acres Road. These models were utilized to prioritize recommended improvements and provide cost estimates for those improvements. These items have been summarized in the following report. I will be in attendance to review the report with the Council.

CLIMATE RESILIENCY PLAN

LA CRESCENT, MN



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General Information

Climate Resiliency Plan Need and Purpose

Large rainfall events in Minnesota are becoming increasingly more intense. According to University of Minnesota records, from 1916 to present day, the largest annual storms have increased in intensity by more than one inch. Springs are also becoming more wet in general. In southern Minnesota, the University of Minnesota Climate Adaptation Partnership project has observed a 20% increase in spring precipitation from 1950 to 2021. Cities with aging stormwater infrastructure may experience more frequent pipe surcharging due to pipe networks that had been designed to convey smaller historic rainfall events becoming undersized for today's rainfall events. Saturated spring soils and swollen rivers can further exacerbate flooding caused by intense rainfall.

Climate resiliency planning focuses on identifying flood-prone areas, optimizing infrastructure improvements where possible, and developing plans to increase preparedness and minimize flood impacts where necessary. By enhancing the resilience of stormwater systems, the immediate risk of localized flooding can be mitigated, and communities are equipped with the knowledge and tools to adapt and reduce the impact of future climate-related challenges.

Purpose and Scope

The City of La Crescent is located in southeastern Minnesota, bordered by steep bluffs to the west and the Mississippi River to the east. Approximately one-third of the City is located within the Mississippi River floodplain. The City of La Crescent faces the unique challenge of planning for the potential impacts of increased intensity and magnitude of rainfall events as well as planning for when Mississippi River water levels are above flood stage.

The purpose of this study was to:

- Locate and document existing stormwater infrastructure (catch basins, manholes, culverts, ditches, etc.).
- Identify which portions of the City are most vulnerable to flash floods under future extreme rainfall events.
- Explore feasible implementation alternatives and/or management alternatives for the identified areas of concern.
- Develop a prioritized list of stormwater infrastructure and street improvements to reduce the vulnerability of flood prone areas and guide the City planning for maintaining emergency access and core functions during flood events.

This report presents the findings of the climate resiliency planning conducted for the City of La Crescent, Minnesota. The plan describes the model development and results, identifies problem areas, recommends improvements, and provides information for capital improvement planning. Recommendations made in this plan are conceptual and should be adjusted based on detailed survey and modeling. This plan was also intended to provide information to educate elected officials and the public about the impacts of increased rainfall to their community and resources, which may open future opportunities for funding or implementation partners.

Study Areas and Boundaries

The City of La Crescent is located in southeast Minnesota in Houston County in the Mississippi River Valley (See Appendix A, Figure 1). This study focuses on two areas of interest: the Redwood Drive Drainage Area and Shore Acres Road (See Appendix A, Figure 2).

Redwood Drive Drainage Area

The Redwood Drive Drainage Area was identified as a priority area for this study due to surface flooding impacts following large rain events. The drainage area is predominantly developed residential. The topography of the area is such that it generally drains north to south through the central portion of the City and discharges to Pine Creek through a trailer park community (See Appendix A, Figure 3). Notable floods occurred in August of 2007, which resulted in up to 2-feet of flooding on Main and Elm Streets, followed by another large rainfall event in July of 2008. More recently, approximately 5.5-inches of rain fell within a several hour period in August 2021, resulting in another localized flash flood. The trailer park community has been evacuated within the last 15-years due to flash flood conditions resulting from small but intense rainfall events.

Shore Acres Road

Shore Acres Road was identified as a priority area due to Mississippi River flooding impacts. Shore Acres Road is a residential roadway located on a floodplain peninsula between Blue Lake and the Mississippi River. The roadway experiences flooding which reduces accessibility to homes when the Mississippi River is above flood stage. Most recently, on April 18, 2023, following unseasonably deep snowpack across northern parts of the region - coupled with a spring rapid warm-up that led to swift melting - residents along Shore Acres Road were urged to evacuate when flood waters overtopped portions of the road.

Redwood Drive Drainage Analysis

Data Collection

A field survey was completed in June 2023 to document the existing stormwater infrastructure in the Redwood Drive Drainage Area. Existing City GIS maps were used to locate the structures. Field data was collected by WHKS for each structure, including stormwater pipe dimensions, inverts, stormwater pipe material, structure rim elevation and drainage channel cross-sections. The survey data was processed into a network model referencing the City's GIS infrastructure records.

Summary of Existing Infrastructure in Redwood Drive Drainage Area:

Table 1 - Summary of stormwater pipes

STORMWATER PIPES	
Diameter (in)	Total Linear Feet
10	46
12	4,463
18	7,425
24	4,515
30	5,620
36	891
42	1,428
48	1,846
54	2,594

Table 2 – Summary of stormwater structures

STRUCTURES	
Type	Total
Manholes	98
Inlets	16
Catch Basins	150
Culvert Aprons	10

Additionally, this survey identified six structures in-need of maintenance:

Table 3 – Structures Requiring Maintenance

STRUCTURE ID	LOCATION	NOTE
655A	S 3 rd St and S Hill St	Outlet half-full of sediment
648	S Hill St	Frame and concrete damaged
838	Cedar Dr	Concrete damaged
175B	S 7 th St	Broken manhole lid in channel
834	La Crescent Community Ice Arena	Sediment deposit

Existing Infrastructure Model

A 1D/2D hydrologic and hydraulic model of the Redwood Drive Drainage Area was developed using Infoworks ICM software (version 2024.0.0). Infoworks ICM was selected for this analysis for its ability to simulate integrated one-dimensional and two-dimensional hydraulic calculations. Two-dimensional (overland runoff) hydraulics were simulated using dynamic, depth-averaged Navier-Stokes equations. One-dimensional (stormwater pipe) hydraulics were simulated using St. Venant equations and Manning's expression. Figures 4 and 5 in Appendix A show the 1D and 2D model components.

Information and assumptions used to develop the model include:

- The 2D ground model was built from USGS Lidar Point Cloud MN-SE Driftless 2021 data.
- Approximate building locations were sourced from Microsoft building footprints and updated based on 2023 aerial imagery. Buildings were modeled as ineffective flow areas.
- A surface roughness dataset of categorized surface types (i.e., pavement, gravel, grass, wooded) was developed based on 2023 aerial imagery and Manning's roughness values were applied by surface type.
- It is assumed that pipe material, size and gradient are constant between upstream and downstream structures.
- This model assumes negligible infiltration.

Eleven structures were added manually via GIS as they were unable to be geolocated. To fill these data gaps, the following assumptions were applied:

- Assume structure location is as shown in City GIS records.
- Infer invert levels by interpolation between known inverts.
- For stormwater pipe missing one invert level, infer gradient based on upstream or downstream gradient.

Limitations of the Model:

The H & H model constructed for the Redwood Drive Drainage Area is uncalibrated. Hydrologic model calibration is an intensive task that requires robust datasets of rainfall records and flood elevations and observed extents. This model was evaluated for general degree of certainty based on the following general flood extent observations:

- Observation of up to 2-feet of flooding on Main and Elm Streets during August 2007 flood event.
- No known instances of flood waters ever overtopping South 14th Street at the culvert crossing.
- Pine Creek flood extents generally match the FEMA effective flood model.

The model does not account for infiltration. Infiltration is less significant in large, intense rainfall events and assuming negligible infiltration produces the most conservative results which is applicable for the planning scale application of this study. However, for more detailed analyses, infiltration should be accounted for. The resulting flood extents and depths from this model are intended for planning purposes and are not an exact representation of real-life flood extents. For detailed analyses, further calibration should be completed.

Proposed Model Simulations and Results

Trunkline Optimization

The H & H model was used to evaluate the main stormwater trunkline components with regard to flow capacity and determine areas where improvements are possibly needed. As a general rule, municipal stormwater systems are designed to carry the 10-yr, 24-hr runoff event. Larger events up to the 100-yr, 24-hr event should be capable of being safely conveyed through the area (overland in most cases) without causing damage to infrastructure or properties. A capacity analysis of the trunkline in the Redwood Drive Drainage Area was conducted for the Atlas 14 10-yr, 24-hr rainfall to determine predicted flows and to identify surcharging stormwater pipe (Appendix A, Figure 6). This analysis applies the assumption that stormwater pipe should not be surcharged during the peak of the storm to limit overflow and basement backup risks.

Our analysis found that 19 pipe segments, totaling 4,270 linear feet, are surcharging during the 10-yr, 24-hr runoff event (See Appendix A, Figure 7). Pipe elevations were adjusted to optimize flow. Surcharging stormwater pipe segments were iteratively upsized by nominally available pipe size until the simulation returned no surcharging stormwater pipes. A summary of upsized pipe lengths and a cost estimate for the trunkline optimization projects are included in Appendix B.

Our model also indicates that the roadway embankment at South 14th Street impounds water in the channel upstream of Pine Creek. This causes high water depths in the channel and creates a tailwater effect that backs up water in the culverts at South 11th Street for several hours. Under extreme runoff events, the impounded water in the channel may cause impacts to homes along Spruce Drive.

Flash Flood Impact Assessment

Retention and infiltration in the Redwood Drive Drainage Area is largely limited by the bluff-land topography and the limited availability of undeveloped land within the drainage area. At rainfall intensities greater than the Atlas 14 10-yr, 24-hr, much of the rainfall becomes overland flow and generally follows the natural contours of the original waterways.

We used the Atlas 14 (volume 8, version 2) 100-year, 200-year, and 500-year rainfall events over 3-hr, 6-hr, 12-hr and 24-hr durations to simulate potential future large, intense rainfall events. The following events were run to simulate flash flooding impacts.

Table 4 - Atlas 14 (volume 8, version 2) Rainfall Intensities:

		Return Period (Years)			
		10-yr	100-yr	200-yr	500-yr
Duration (hours)	3-hr	3.01 in.	4.77 in.	5.36 in.	6.16 in.
	6-hr	3.55 in.	5.80 in.	6.58 in.	7.68 in.
	12-hr	4.03 in.	6.74 in.	7.72 in.	9.13 in.
	24-hr	4.49 in.	7.58 in.	8.72 in.	10.4 in.

Figures 8.1 through 8.5 in Appendix A show the maximum simulated flood depths and extents for a 100-year, 24-hour runoff event. The extents and depths shown in these figures is the maximum reached throughout the entire runoff event and do not represent temporal aspects of the simulated flooding.

Figures 9.1 through 9.5 in Appendix A overlay the maximum flood extents of the 100-year, 24-hour storm over the maximum flood extents of the 500-year, 6-hour storm, which serves as a proxy for a mid-century runoff event. These figures highlight areas within the watershed that would be expected to see increased flood impacts under greater intensity mid-century runoff events. These areas of increased impact are shown in orange.

Shore Acres Road Inundation Model

Model Development

A Mississippi River Flood Stage model was developed in ArcGIS Pro. We modeled the road under water over a range of flood stages to determine the extent of flood impacts that may result in road closures or limited access.

Information and assumptions used to develop the model include:

- The 2D ground model was built from USGS Lidar Point Cloud MN-SE Driftless 2021 data.
- The river elevation was based upon normal operating La Crescent Mississippi River gauge levels averaged over a year. Assumes a negligible drop from upstream to downstream.
- Assumes Mississippi River levels and Blue Lake levels raise in equilibrium.

Results

The area and length of Shore Acres Road submerged by flood waters were determined for each flood stage. The percent of each stage level based on square footage of road was taken from a digitized polygon feature and statistics based on area of flood level by total area of the entire Shore Acres Road. The results of this assessment are displayed in Appendix A, Figures 10.1 through 10.17.

Table 5 – Areas and Lengths of Shore Acres Road submerged by flood waters at each river flood stage

Shore Acres Road Flood Stage Statistics						
Flood Category	Elevation (ft)	Stage (ft)	Area (sq ft)	% of Road	Length of Road (ft)	Length of Road (miles)
Less than Action Stage	< 638.0	<10	0	0.0	0	0.0
Action Stage	638.0 - 640.9	10	24,372	8.6	1,234	0.2
Flood Stage	641.0 - 642.9	12	169,842	59.8	8,602	1.6
Moderate to Semi-Major Flood Stage	643.0 - 643.9	13	28,005	9.9	1,418	0.3
Semi-Major to Major Flood Stage	644.0 – 645.0	15.5	43,245	15.2	2,190	0.4
Higher than Major Flood Stage	> 645.0	>15.5	18,356	6.5	930	0.2

Recommendations

Several proposed improvement projects were developed to reduce flooding impacts to the Redwood Drive and Shore Acres Road Study Areas. The proposed projects include the following:

- Increase Redwood Drive Drainage Area main stormwater trunkline capacity by replacing existing under-sized stormwater pipe to convey the Atlas 14 10-yr, 24-hr runoff event without surcharging.
- Raise the elevation of Shore Acres Road to maintain access during select Mississippi River flood stages.

Preliminary opinions of probable construction costs have been prepared for the improvements discussed in this plan. The opinions of probable construction cost include engineering costs and contingency allowance. The opinions of probable cost have been prepared to reflect expected costs during the 2024 construction season for projects let by competitive bidding. No attempt has been made to forecast any future price increases or decreases. The opinions of probable cost are presented for planning purposes only and are not a guarantee of the final project costs. Future cost estimates should be adjusted to reflect cost changes from the time of this report. At the completion of design, a revised opinion of probable construction cost should be prepared for the evaluation of the bids to be received.

1. Increase Redwood Drive Trunkline Capacity

Proposed stormwater pipe upgrades may be coordinated with other road projects. The proposed upgrades may increase the flow rate entering the channel at South Eleventh Street. Further modeling should be conducted during design to mitigate erosive velocities that are anticipated to cause erosion in the channel. Estimated costs for optimizing the Redwood Drive Trunkline for the Atlas 14 10-yr, 24-hr rainfall event are listed in Table 6. A detailed cost estimate is included in Appendix B.

Table 6 – Estimated costs for optimizing Redwood Drive Trunkline For 10-yr, 24-hr event:

PROJECT AREA	ESTIMATED COST
NORTH ELM STREET	\$1,390,000
REDWOOD STREET EAST	\$1,480,000
SOUTH HILL STREET	\$1,260,000
SOUTH MAPLE STREET	\$1,540,000
	Total: \$5,670,000

2. Raise Shore Acres Road

Some elevations may require regrading driveways to homes located along Shore Acres Road, which may affect project feasibility. Estimated costs for raising the elevation of Shore Acres Road to select flood protection levels are listed in Table 7. A detailed cost estimate is included in Appendix B.

Table 7 – Estimated costs for raising the elevation of Shore Acres Road

PROTECTION LEVEL	ESTIMATED COST
ACTION STAGE	\$211,000
FLOOD STAGE	\$2,740,000
MODERATE TO SEMI-MAJOR FLOOD STAGE	\$3,350,000
SEMI-MAJOR TO MAJOR FLOOD STAGE	\$4,490,000

Funding Opportunities

Traditional Funding

Traditional funding generally includes funds derived from tax revenues, assessments, designated utility fees, or municipal bonds. Traditional funding will be most applicable for infrastructure improvements that provide minimal conservation or environmental benefits or for projects where few grant opportunities exist. Wherever possible traditional funding should be used to supplement grant or cost-share programs where a local match is required.

Grants

There are numerous grants offered each year through various organizations to fund stormwater, flood control, and conservation related projects. The availability of grant funding is variable from year to year. In most instances, 100-percent grants are not available. While capital grants may be obtained at the county, state or federal level, their accompanying requirements should be examined closely. Local matching provisions and other requirements can be burdensome to the point that grant compliance costs outweigh the benefits received. It is recommended that the City work with a grant administrator to identify and apply for eligible grant funding.

In instances where Cities are not directly eligible to apply for the grants, they may be able to work through the County Soil and Water Conservation District (SWCD) to apply. Three grant opportunities that the City may want to consider in the near future include a Climate Resiliency Implementation Grant offered through the Minnesota Pollution Control Agency (MPCA), Flood Hazard Mitigation Grant offered through the Minnesota Department of Natural Resources (MNDNR), and the Clean Water Fund offered through Board of Water and Soil Resources (BWSR).

Comprehensive Stormwater Utility

A stormwater utility fee is a user fee charged to City residents for the purpose of maintaining and improving stormwater infrastructure. The City may be able to generate additional revenue for stormwater improvements by implementing a comprehensive stormwater utility that is unrelated to water usage. The general approach to developing a stormwater utility is to decide on the annual amount of revenue needed and develop a rate structure that will meet those requirements. While there are a number of ways to derive an appropriate rate structure, most cities consider factors such as lot size, land use, and amount of impervious surface to help ensure equitable rates. It is recommended that the City develop a comprehensive stormwater utility rate structure and adapt a utility fee as a means to fund improvement projects and maintain existing infrastructure.

Emergency Response

This plan is intended to inform emergency planning and response to extreme flooding events. Emergency personnel should be made aware of potential impacts to roadways during large runoff events which may impact accessibility (see Figures 8.0 through 8.5).

Key roadways where flooding is anticipated during large runoff events include:

- Intersection at Main Street and Elm Street
- Portions of South First Street between South Maple Street and Elm Street
- Portions of South Maple Street
- Portions of South 7th Street
- South 11th Street at the culvert crossing

Refer to the 2021 Emergency Response Plan contact list included in Appendix C.

Appendix A

Figure 1 - Location Map
La Crescent, Minnesota

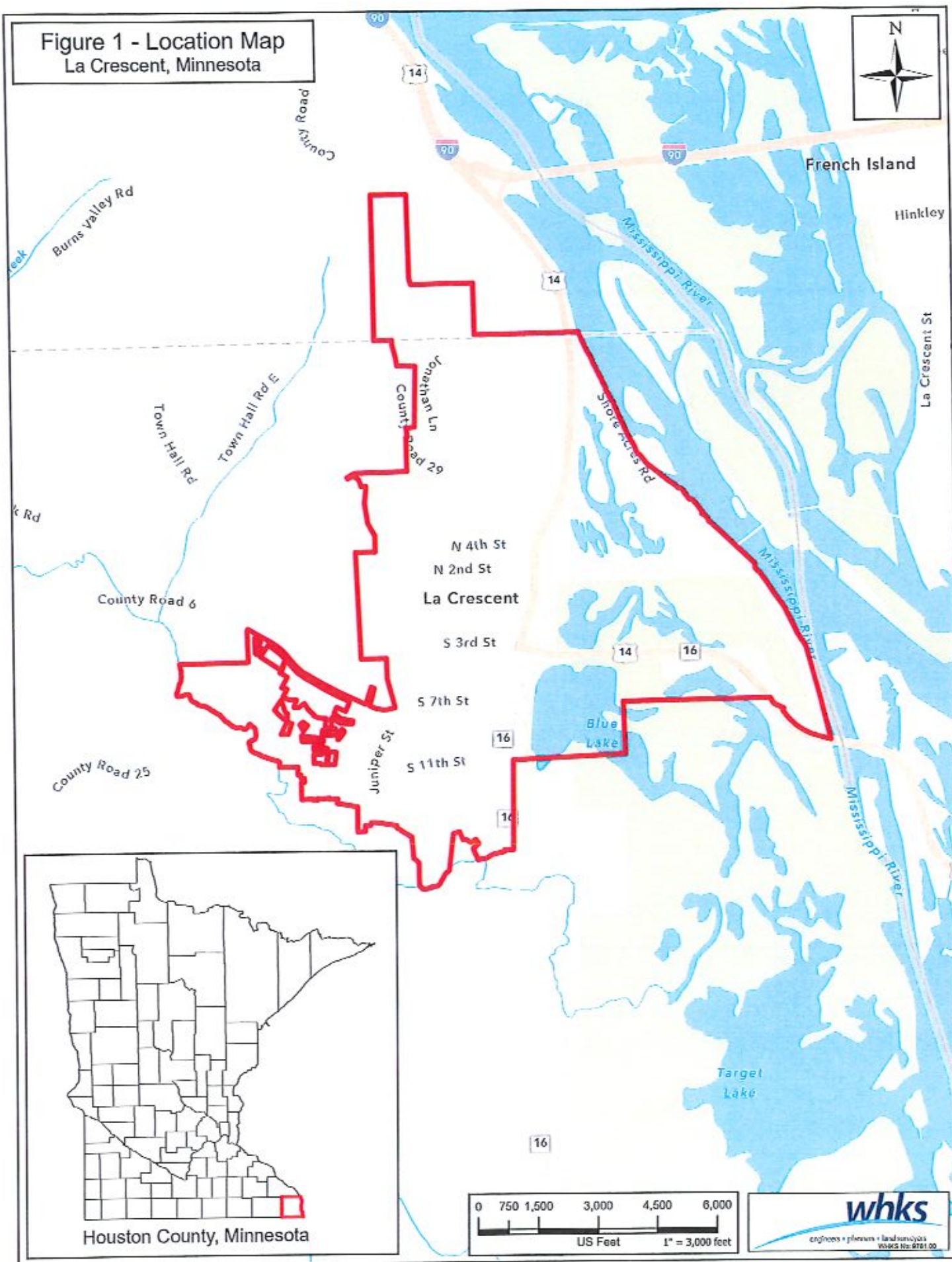


Figure 2 - Study Areas
La Crescent, Minnesota

Legend

-  Shore Acres Road ArcPro Modeled Area
-  Redwood Drive InfoWorks ICM Modeled Area
-  La Crescent Corporate Limits
-  Public Watercourse
-  Streams
-  DNR Level 09 - Automated Catchments
-  Public Water Basin

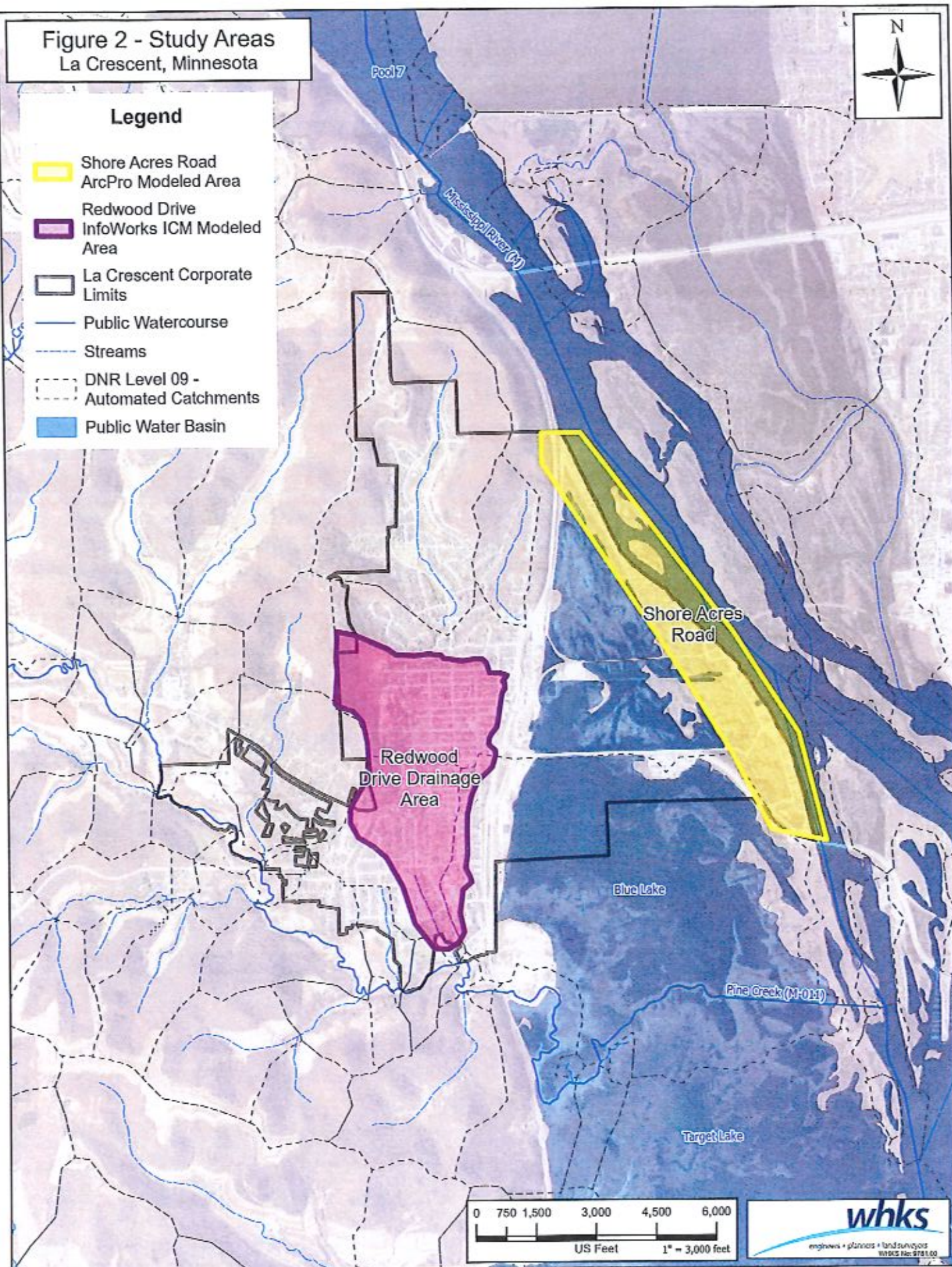


Figure 3 - Redwood Drive Topography
La Crescent, Minnesota

Legend

Elevation (ft)

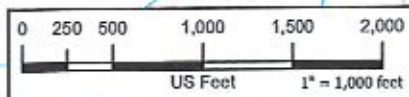
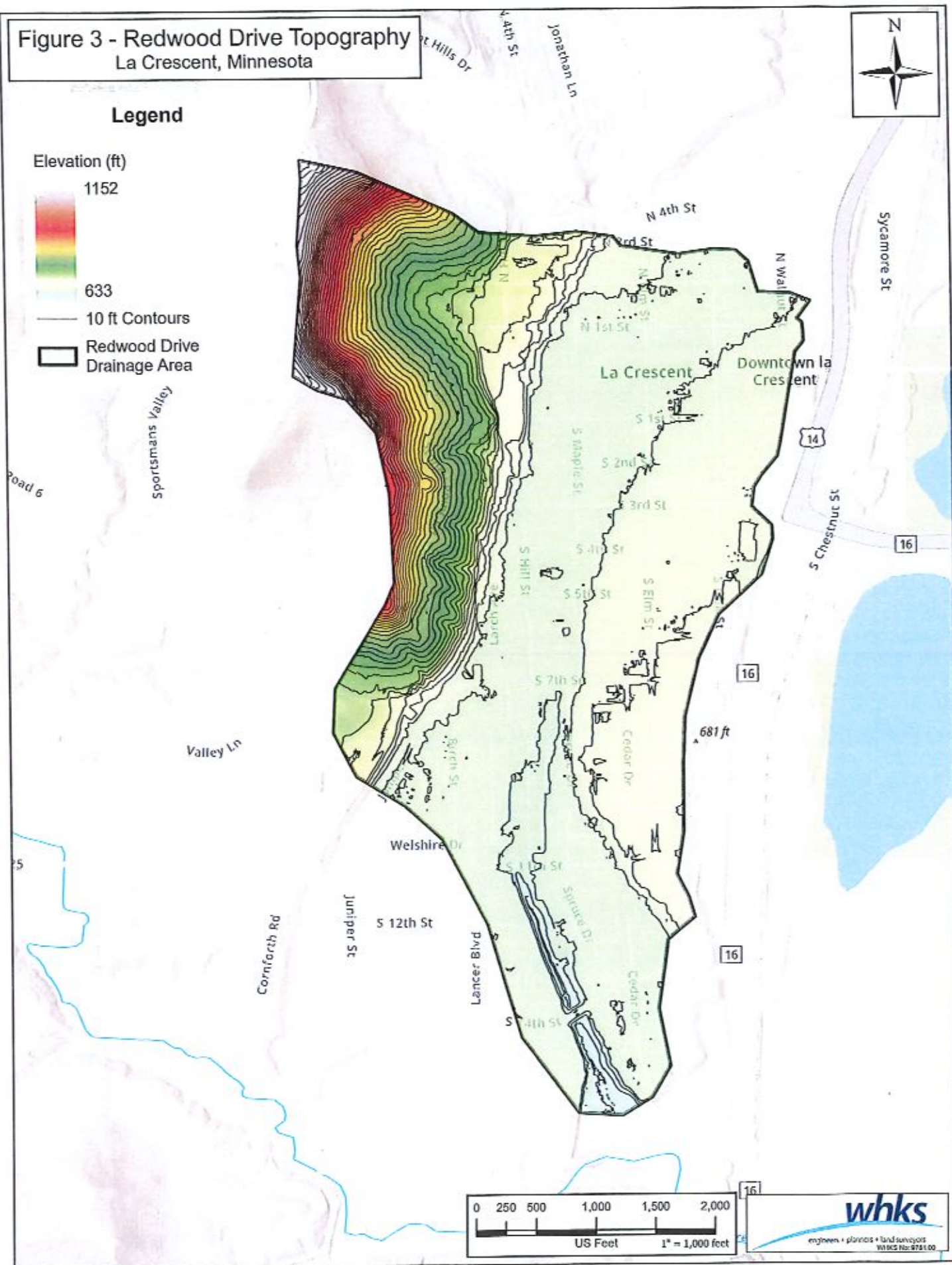
1152



633

— 10 ft Contours

Redwood Drive
Drainage Area



 Redwood Drive
Drainage Area

— 10"-12"
— 13"-18"
— 19"-24"
— 25"-36"
— 37"-42"
— 43"-54"

- Catch Basin
- Manhole
- ▲ Outfall

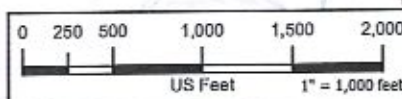
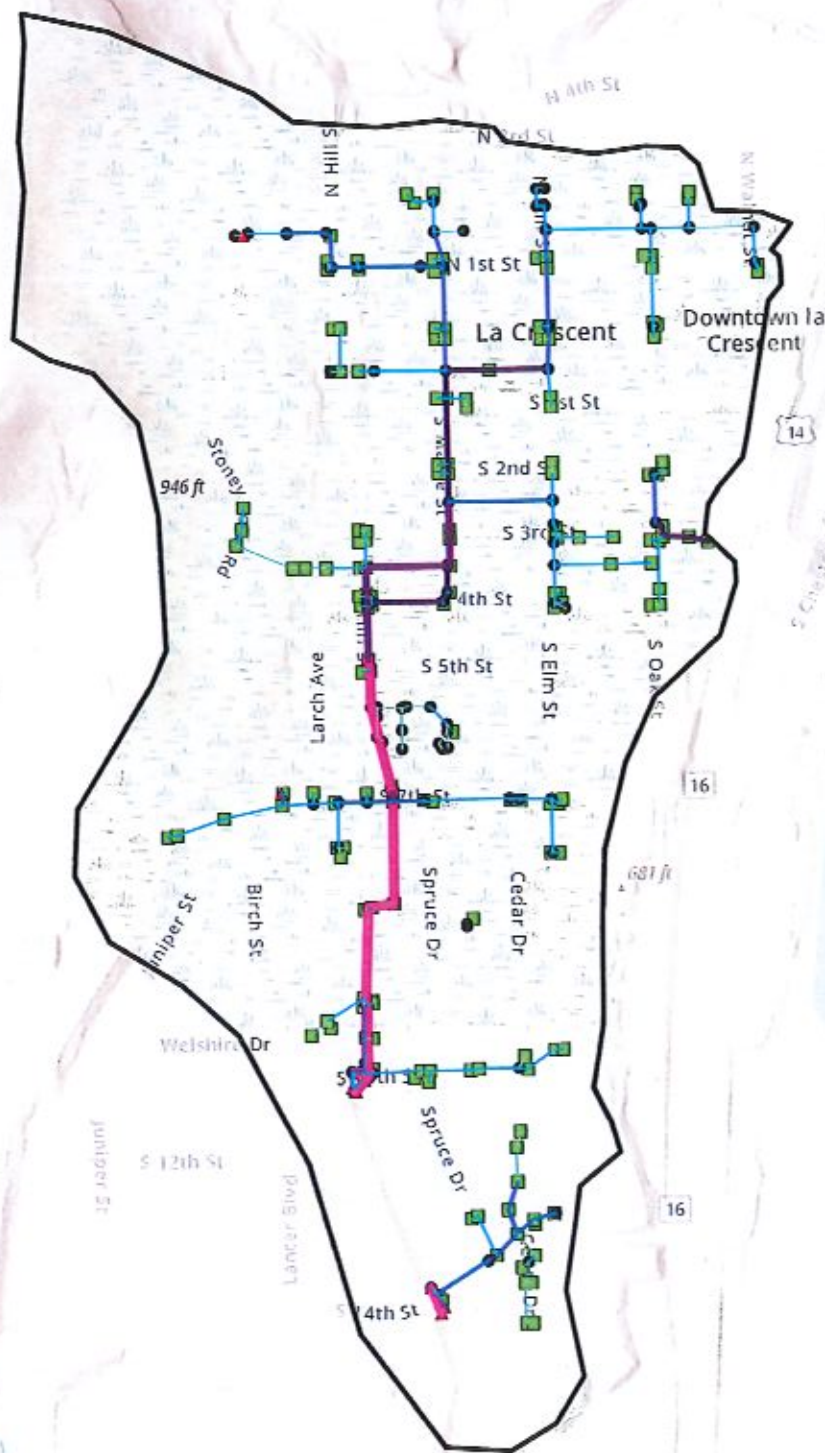


Figure 5 - Redwood Drive Surfaces
La Crescent, Minnesota



Legend

-  Redwood Drive Drainage Area
- Surface Type, Manning's N
-  Paved, 0.012
-  Stream Channel, 0.035
-  Gravel, 0.024
-  Structure, 0.020
-  Woody Vegetation, 0.60

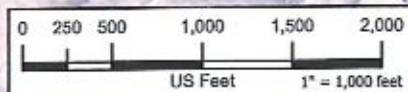
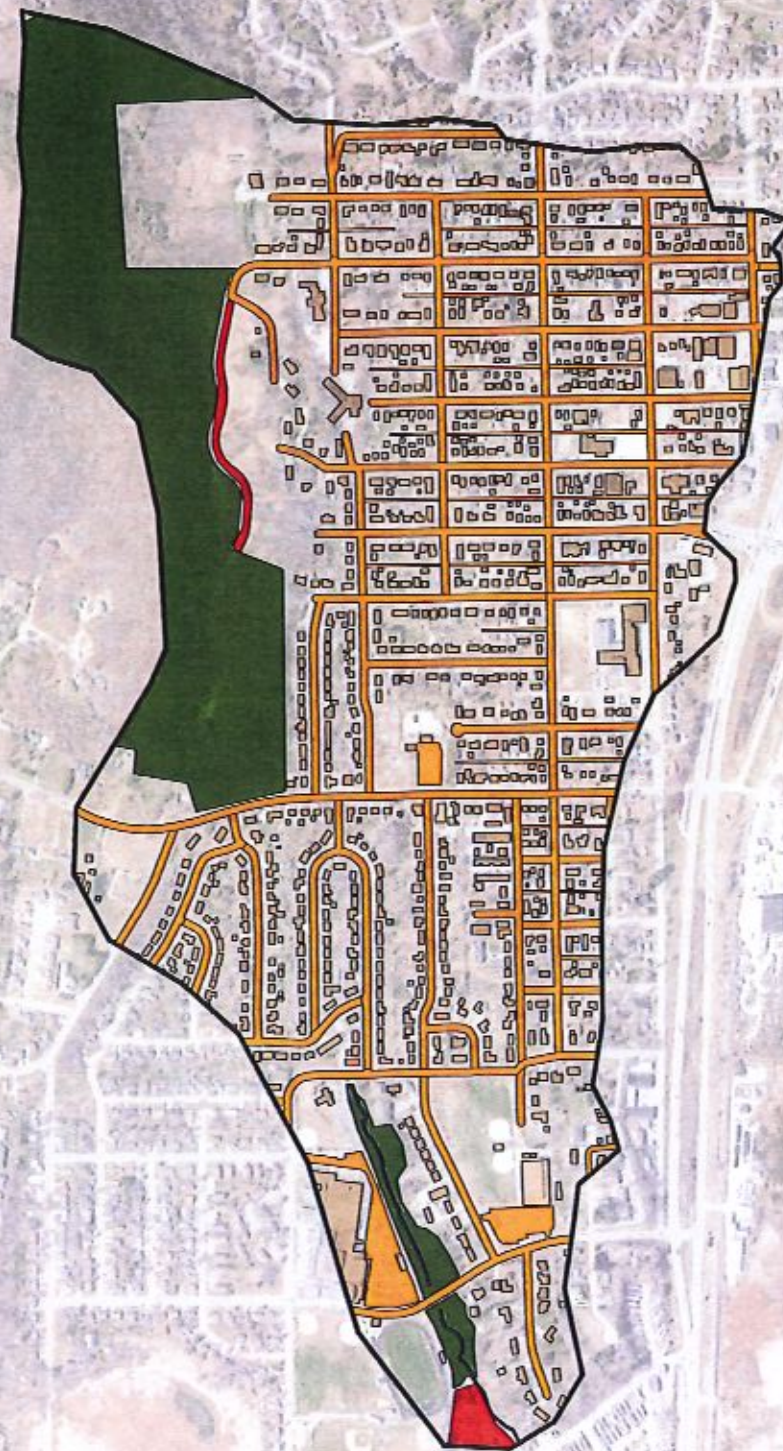


Figure 6 - Capacity Analysis (10-yr, 24-hr)
La Crescent, Minnesota

Legend

- Surcharging Pipe
- Trunkline
- Stormwater Pipe
- Redwood Drive Drainage Area

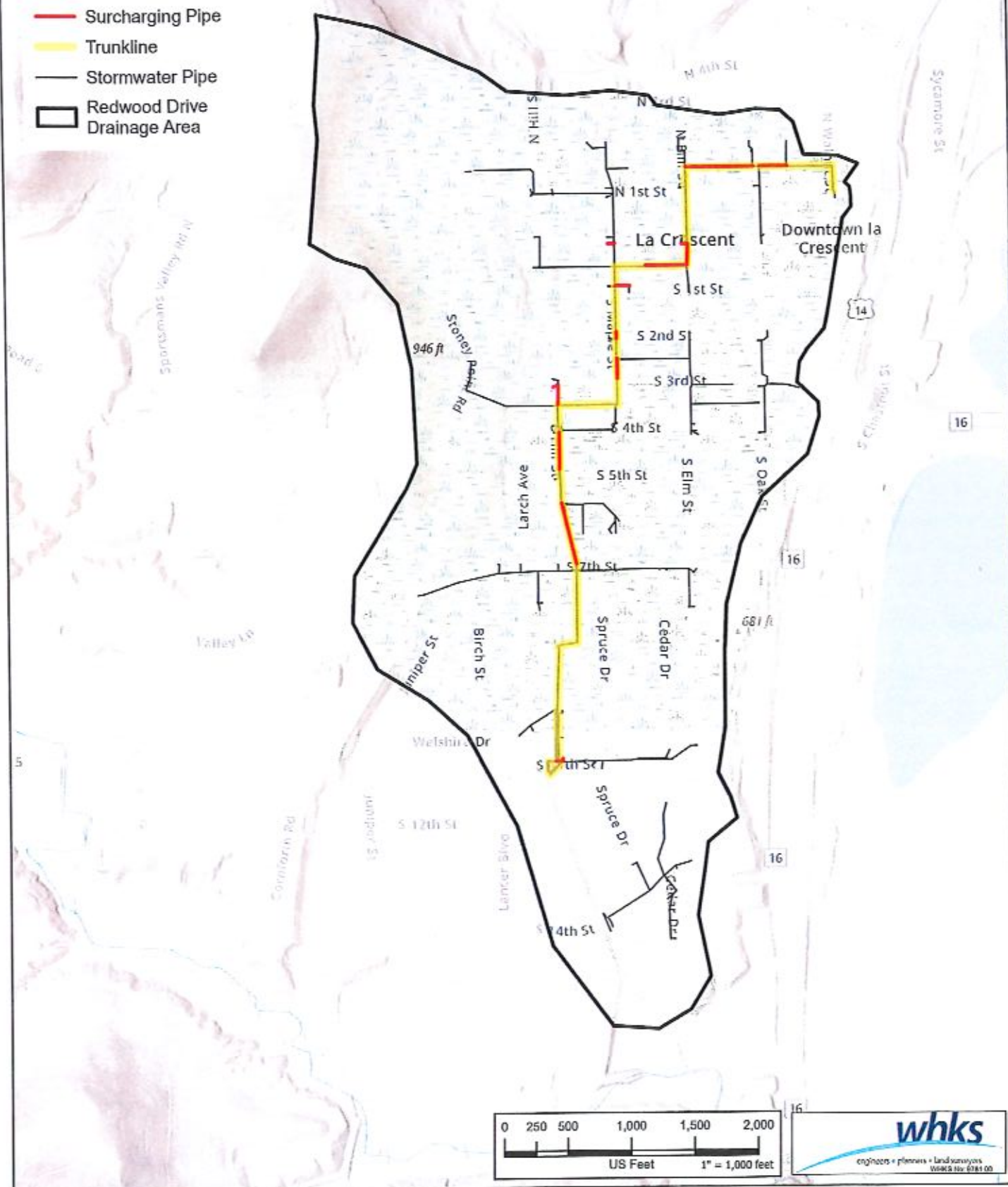
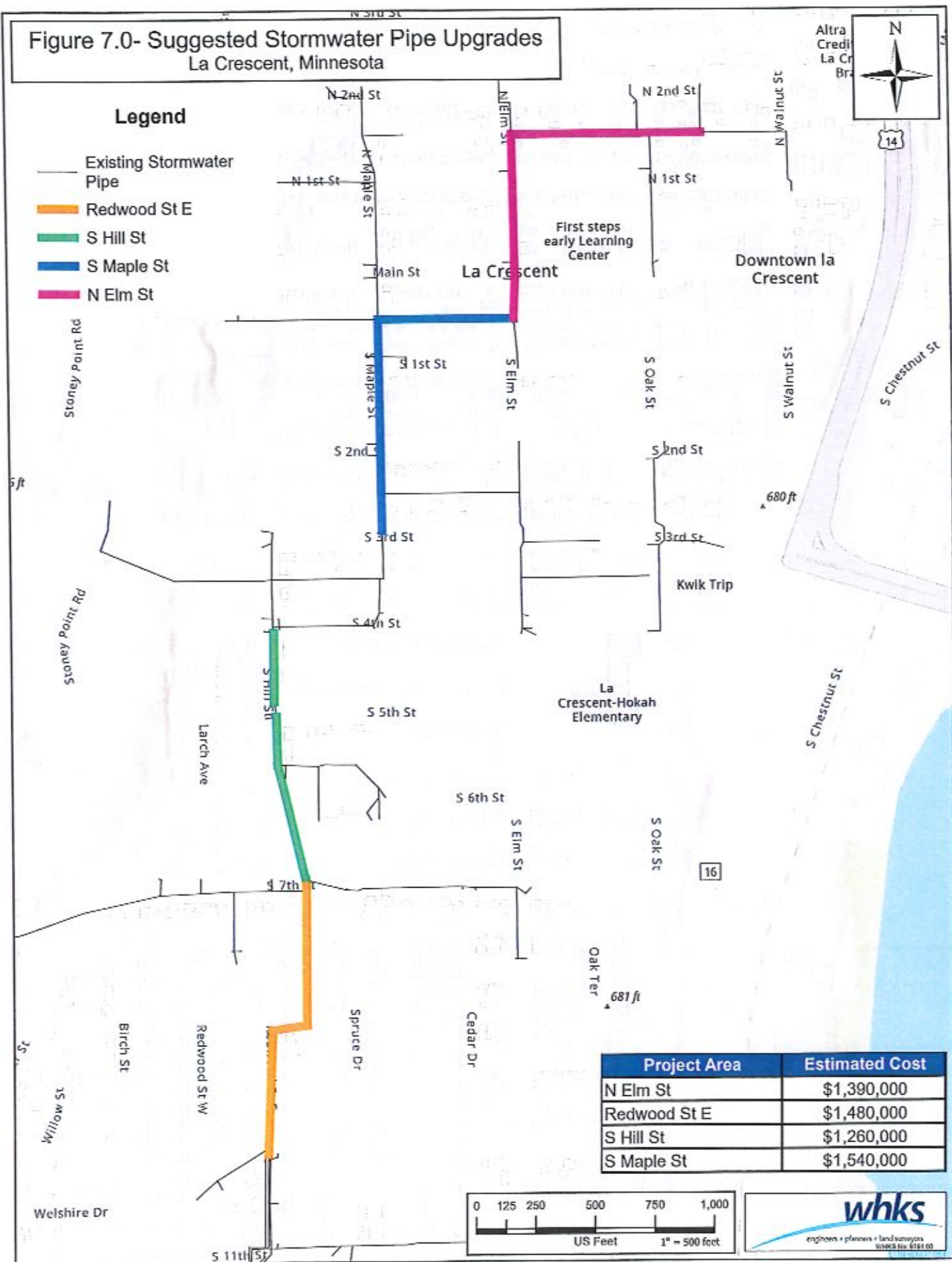


Figure 7.0- Suggested Stormwater Pipe Upgrades
La Crescent, Minnesota

Legend

- Existing Stormwater Pipe
- Redwood St E
- S Hill St
- S Maple St
- N Elm St



Project Area	Estimated Cost
N Elm St	\$1,390,000
Redwood St E	\$1,480,000
S Hill St	\$1,260,000
S Maple St	\$1,540,000

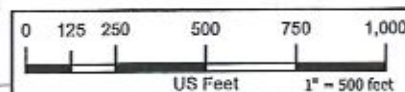


Figure 7.1 - N Elm Street Upgrades
La Crescent, Minnesota

Legend

- Stormwater Structures
- == Proposed Stormwater Pipe Upgrades
- Stormwater Pipe

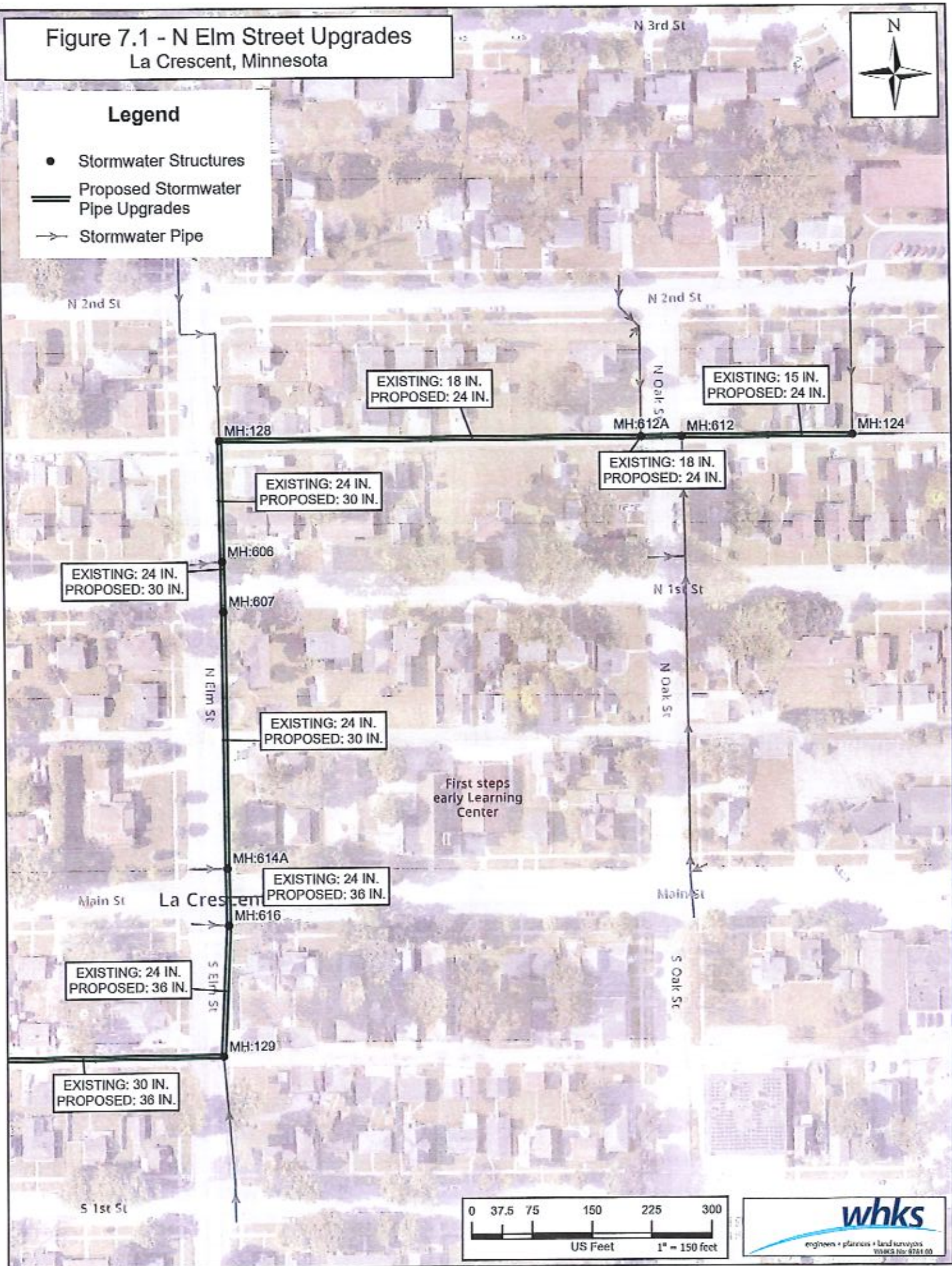


Figure 7.2 - S Maple Street Upgrades
La Crescent, Minnesota

Legend

- Stormwater Structures
- == Proposed Stormwater Pipe Upgrades
- Stormwater Pipe

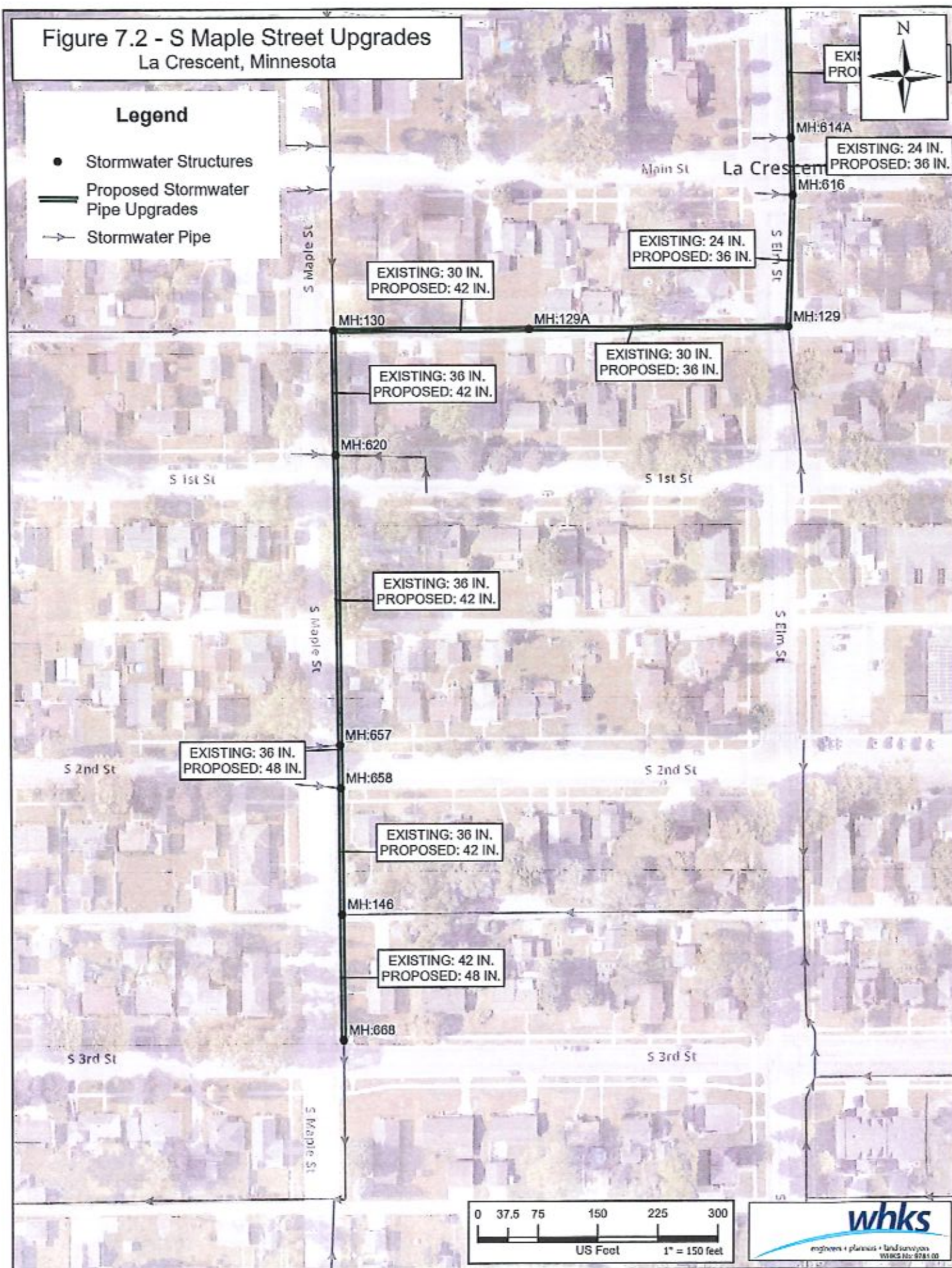


Figure 7.3 - S Hill Street Upgrades
La Crescent, Minnesota

Legend

- Stormwater Structures
- == Proposed Stormwater Pipe Upgrades
- Stormwater Pipe

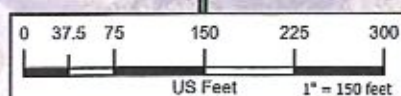
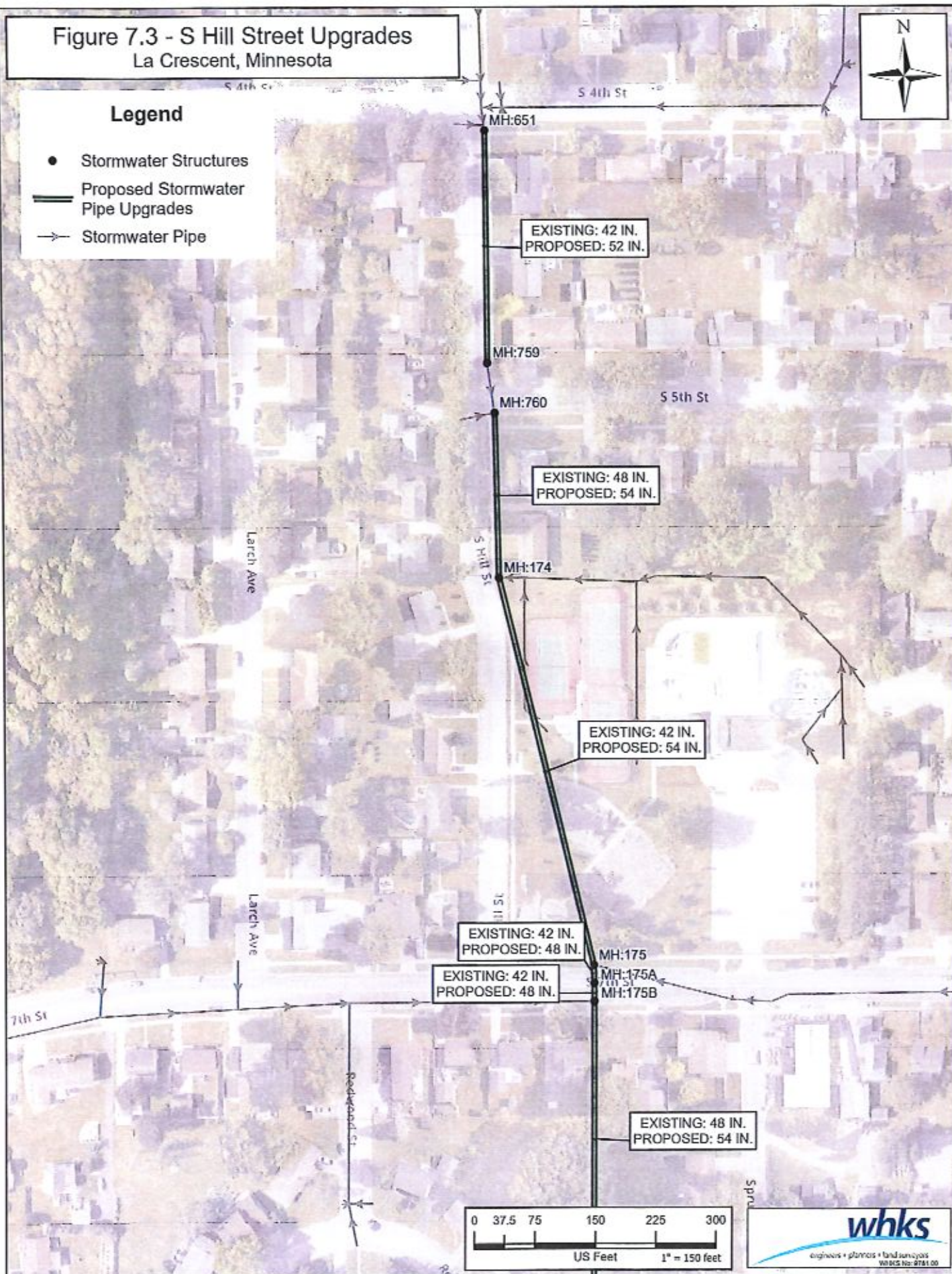


Figure 7.4 - Redwood Street E Upgrades
La Crescent, Minnesota

Legend

- Stormwater Structures
- == Proposed Stormwater Pipe Upgrades
- Stormwater Pipe

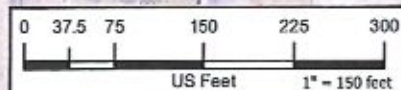
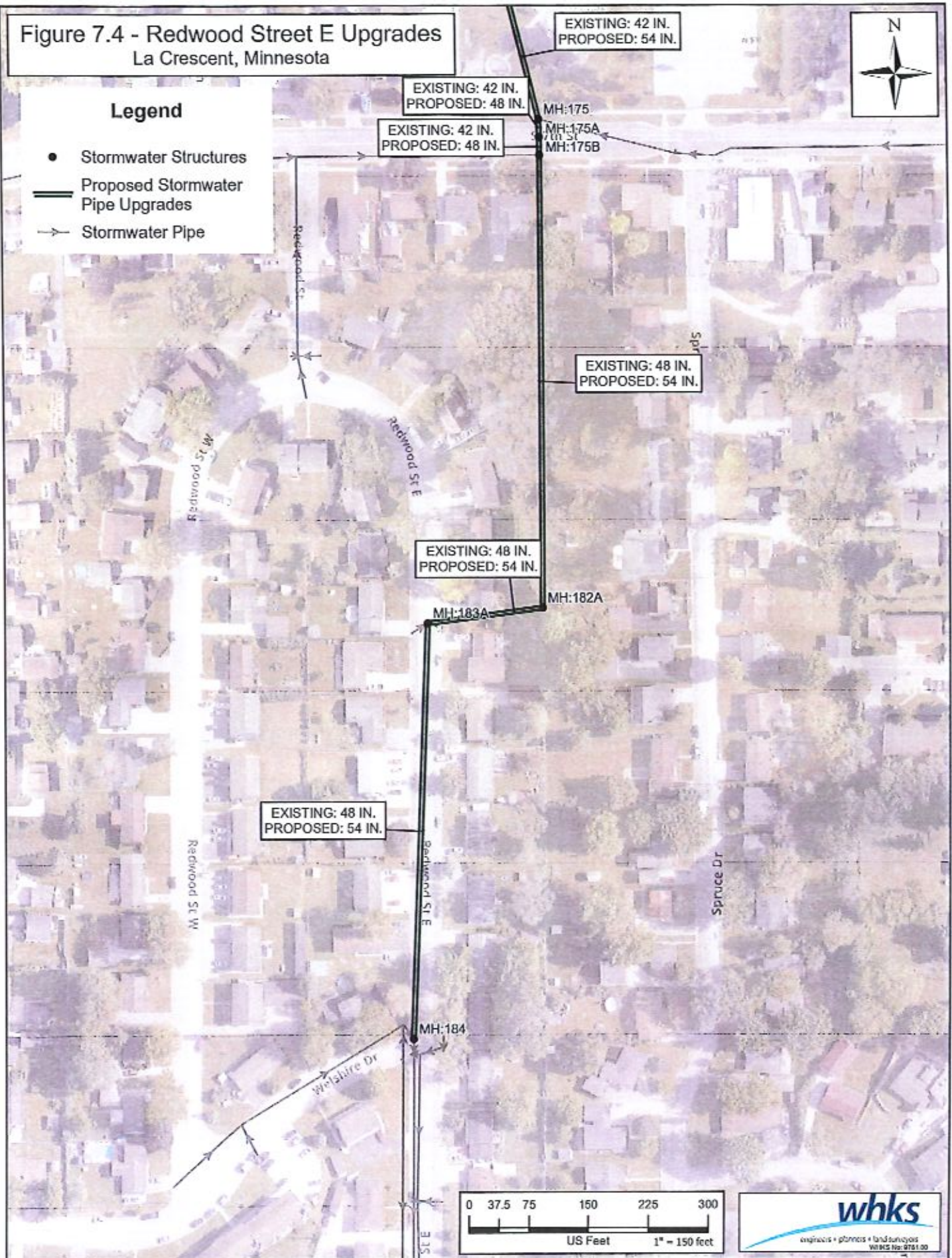


Figure 8.0 - Flood Analysis
La Crescent, Minnesota

Legend

-  Map Index
-  Redwood Drive Drainage Area
- Atlas 14 100-yr 24-hr
Max Flood Depth
-  Less than 4"
-  4"-5"
-  5"-6"
-  6"-8"
-  8"-10"
-  10"-12"
-  1.0'-1.5'
-  1.5'-2.0'
-  2.0'-3.0'
-  3.0'-4.0'
-  4.0'-5.0'
-  5.0'-10.0'
-  Greater than 10.0'

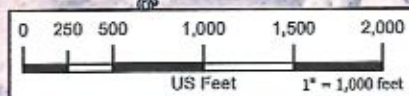
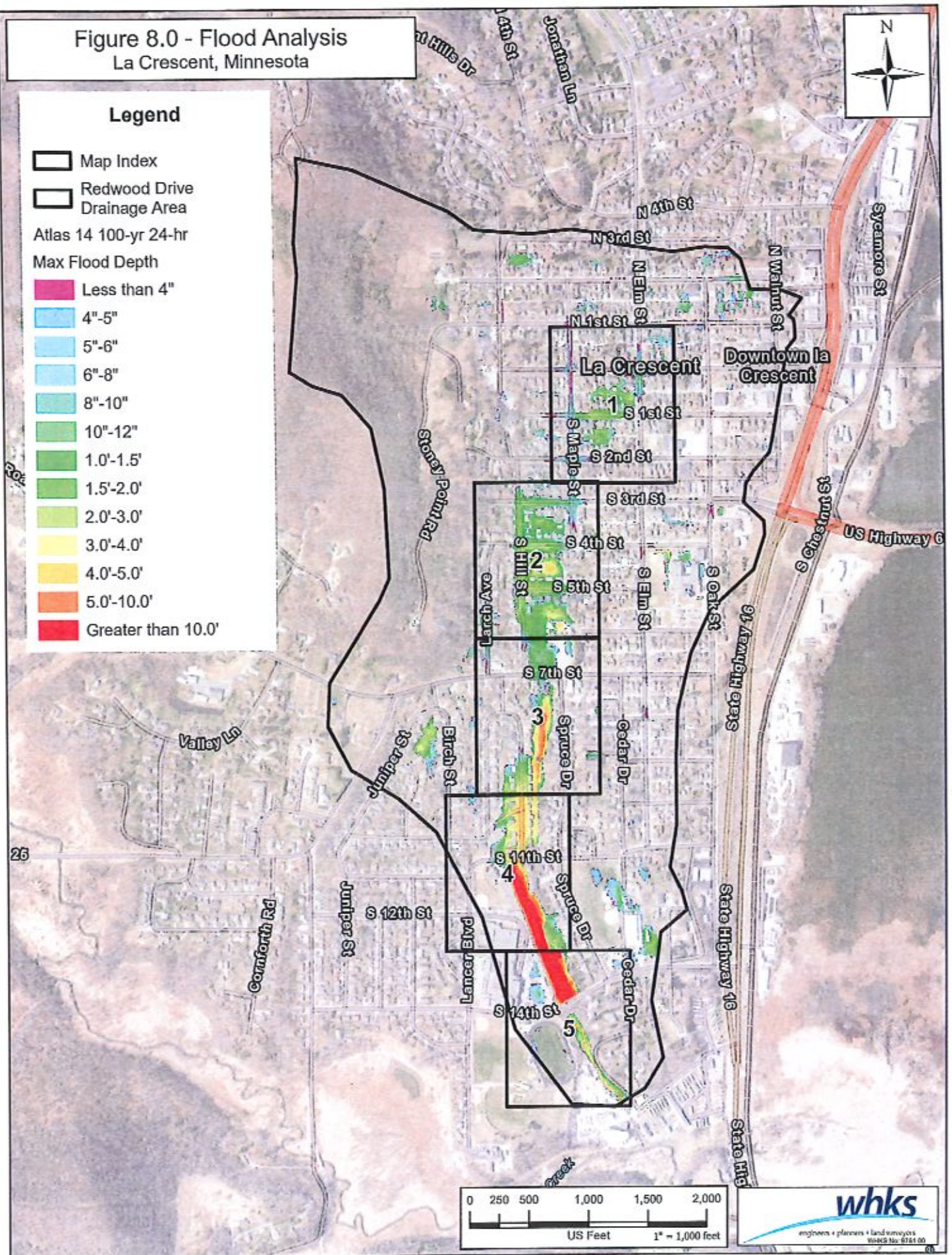


Figure 8.1 - 100-yr, 24-hr Flood Analysis
La Crescent, Minnesota



Figure 8.2 - 100-yr, 24-hr Flood Analysis
La Crescent, Minnesota

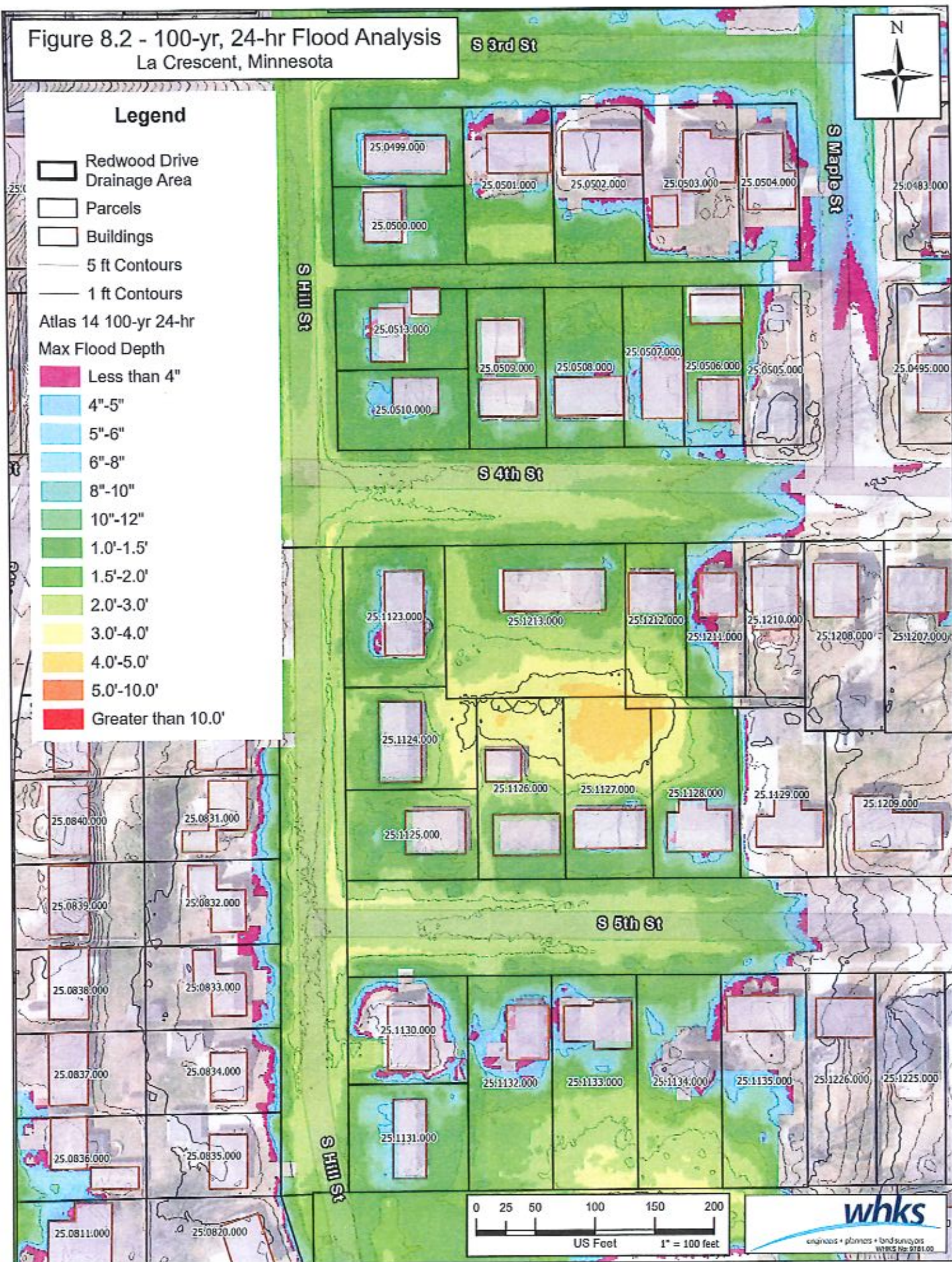


Figure 8.3 - 100-yr, 24-hr Flood Analysis
La Crescent, Minnesota

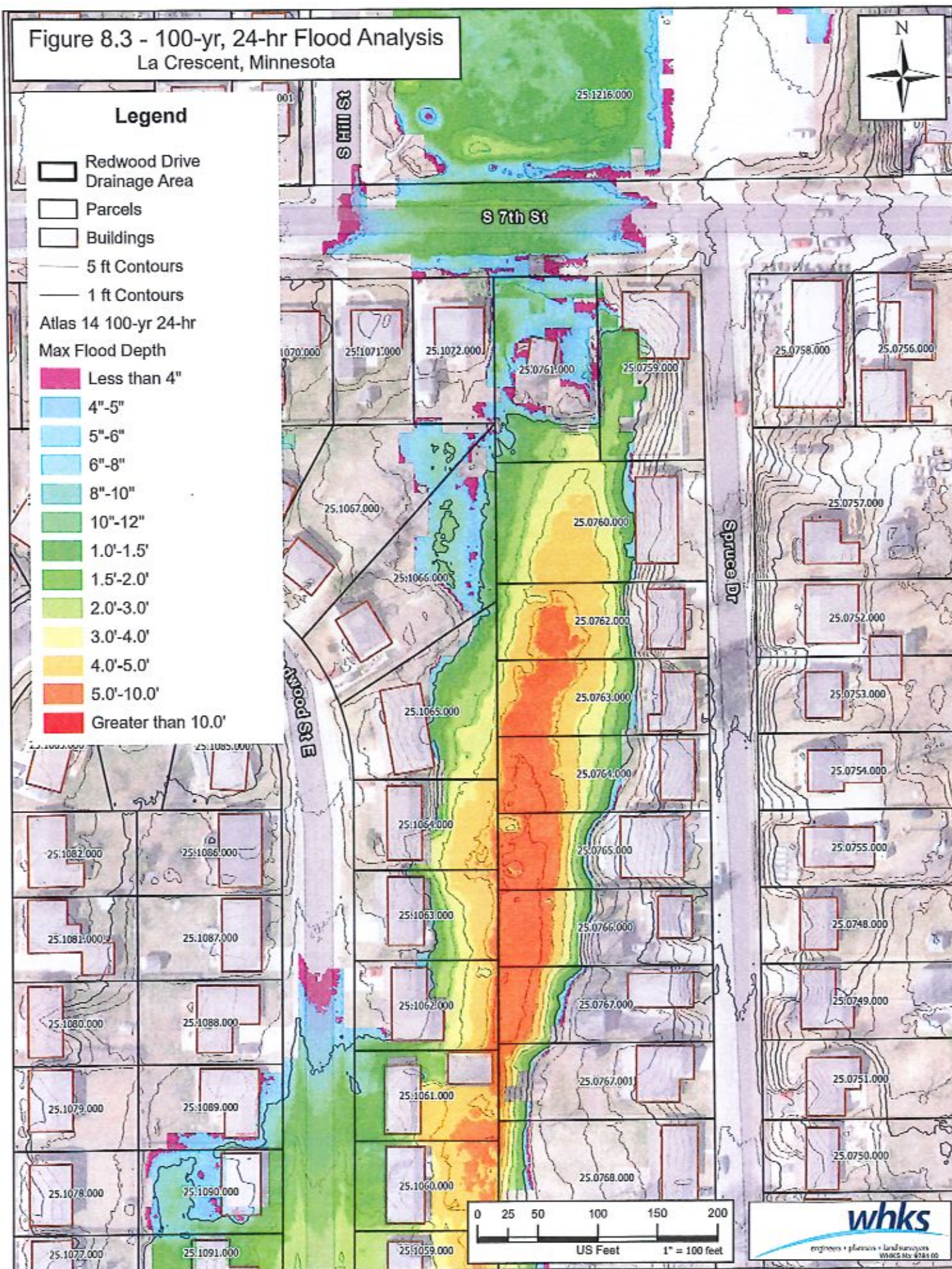


Figure 8.4 - 100-yr, 24-hr Flood Analysis
La Crescent, Minnesota

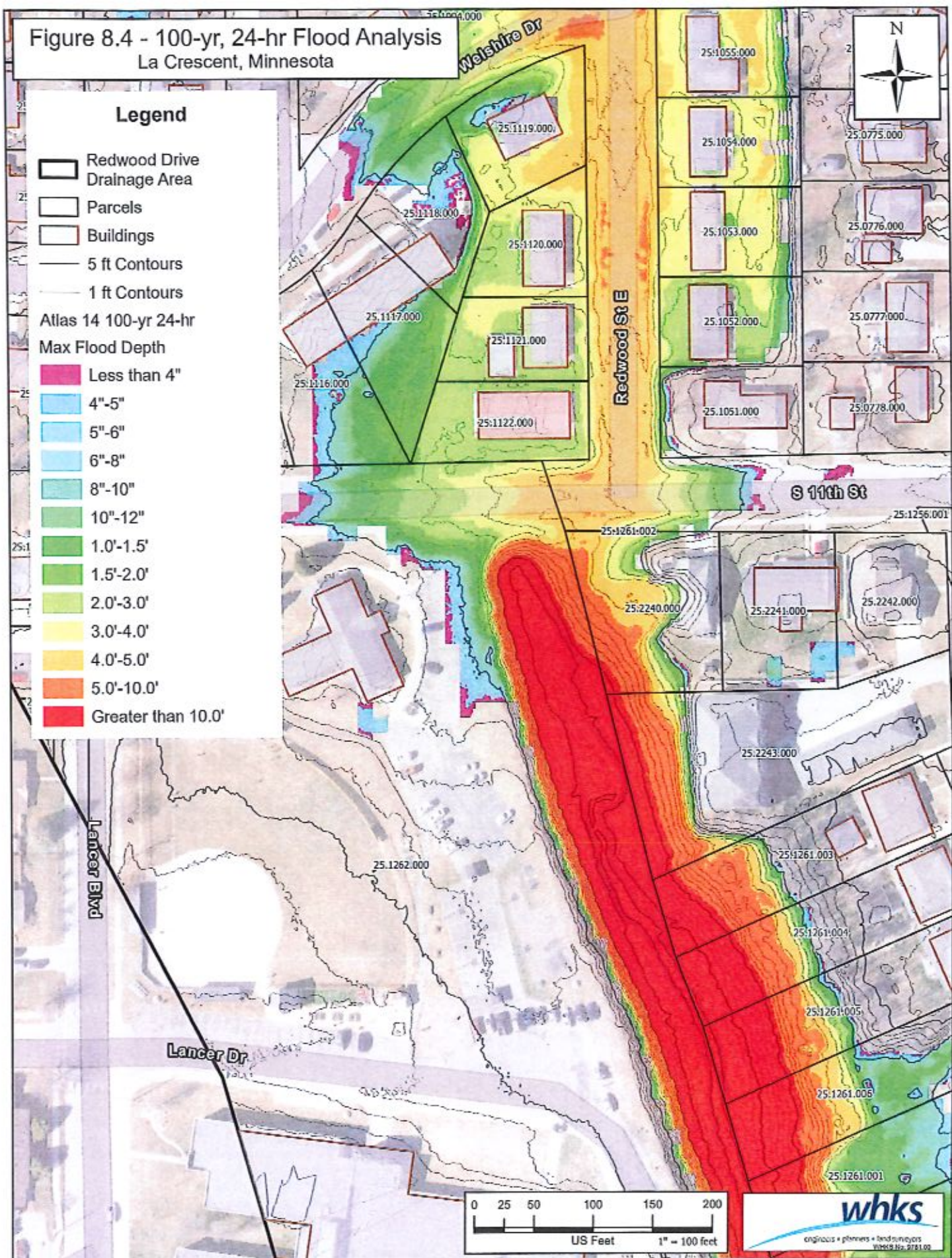


Figure 8.5 - 100-yr, 24-hr Flood Analysis
La Crescent, Minnesota

Legend

Redwood Drive
Drainage Area

Parcels

Buildings

5 ft Contours

1 ft Contours

Atlas 14 100-yr 24-hr

Max Flood Depth

Less than 4"

4"-5"

5"-6"

6"-8"

8"-10"

10"-12"

1.0'-1.5'

1.5'-2.0'

2.0'-3.0'

3.0'-4.0'

4.0'-5.0'

5.0'-10.0'

Greater than 10.0'

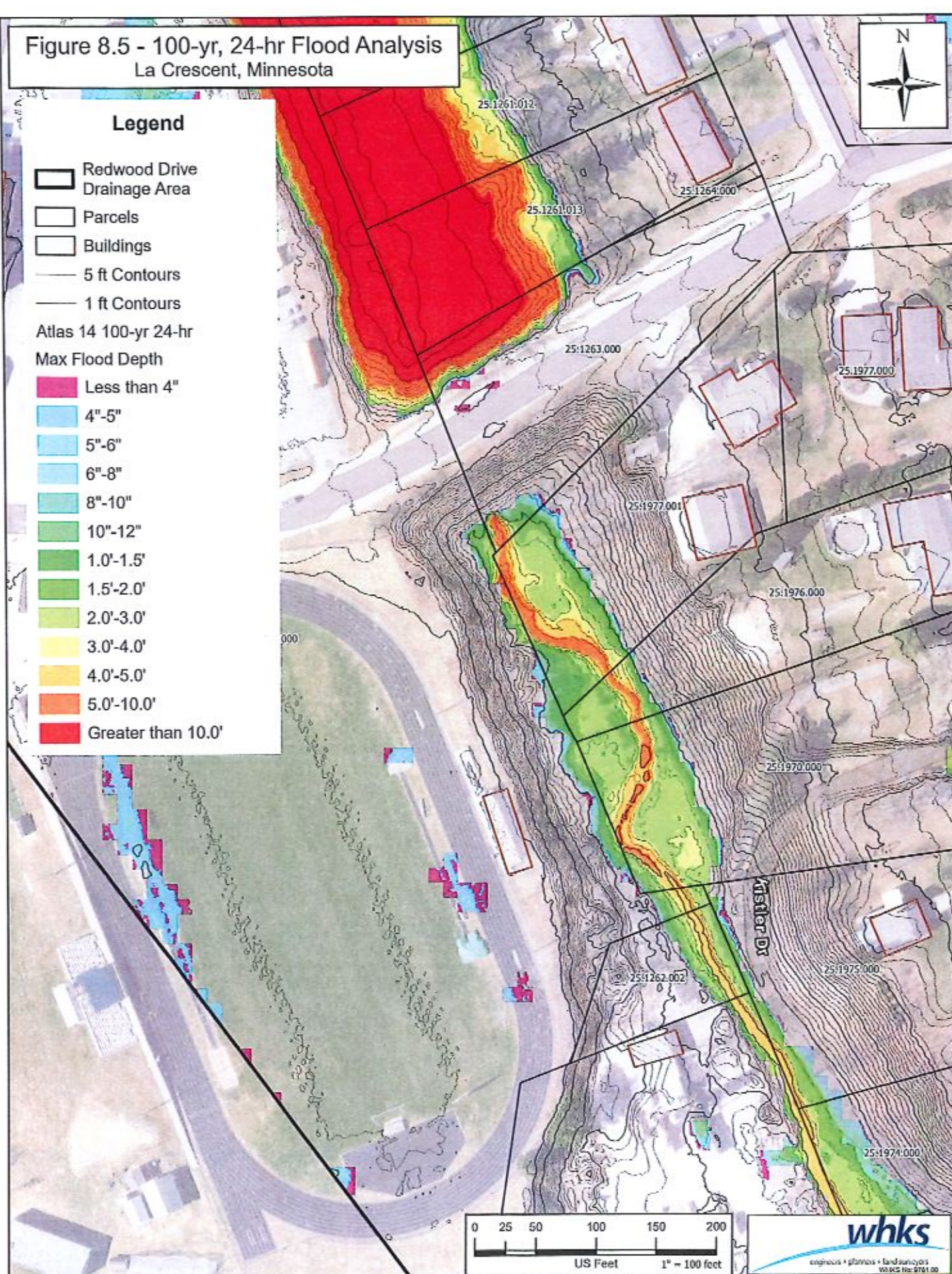
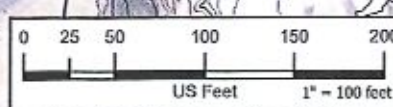


Figure 9.1 - Mid-Century Flood Extents
La Crescent, Minnesota

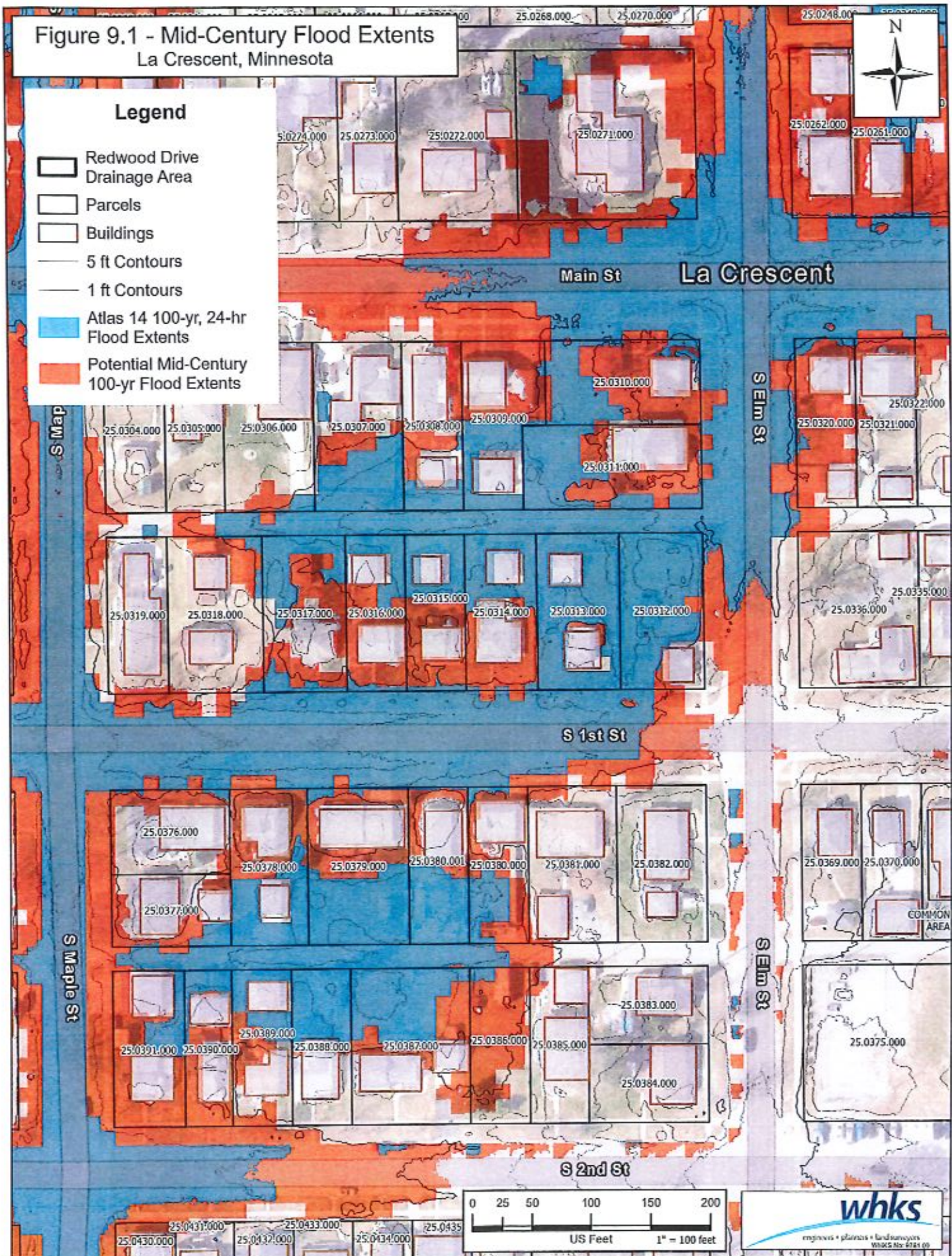


Figure 9.2 - Mid-Century Flood Extents
La Crescent, Minnesota

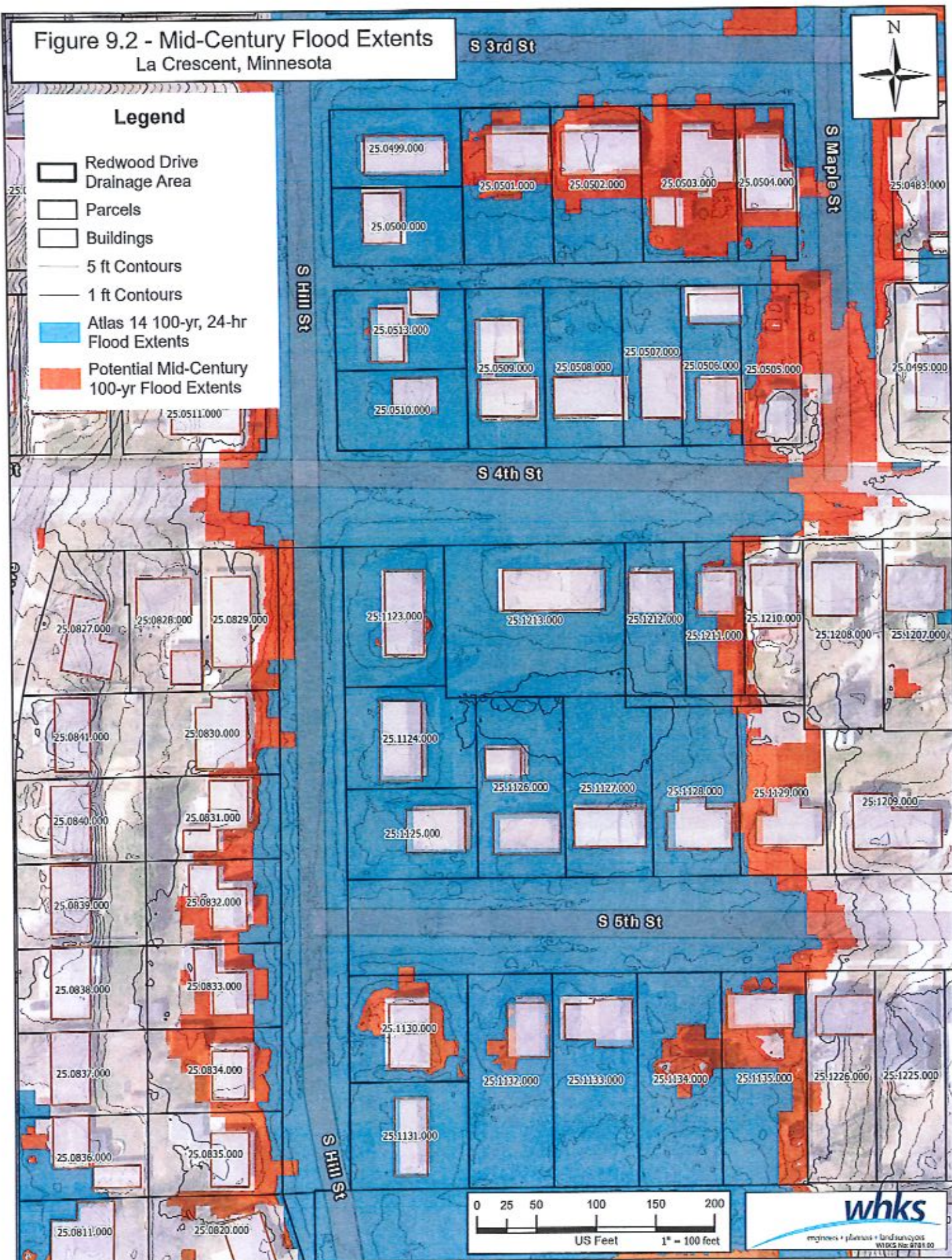


Figure 9.3 - Mid-Century Flood Extents
La Crescent, Minnesota

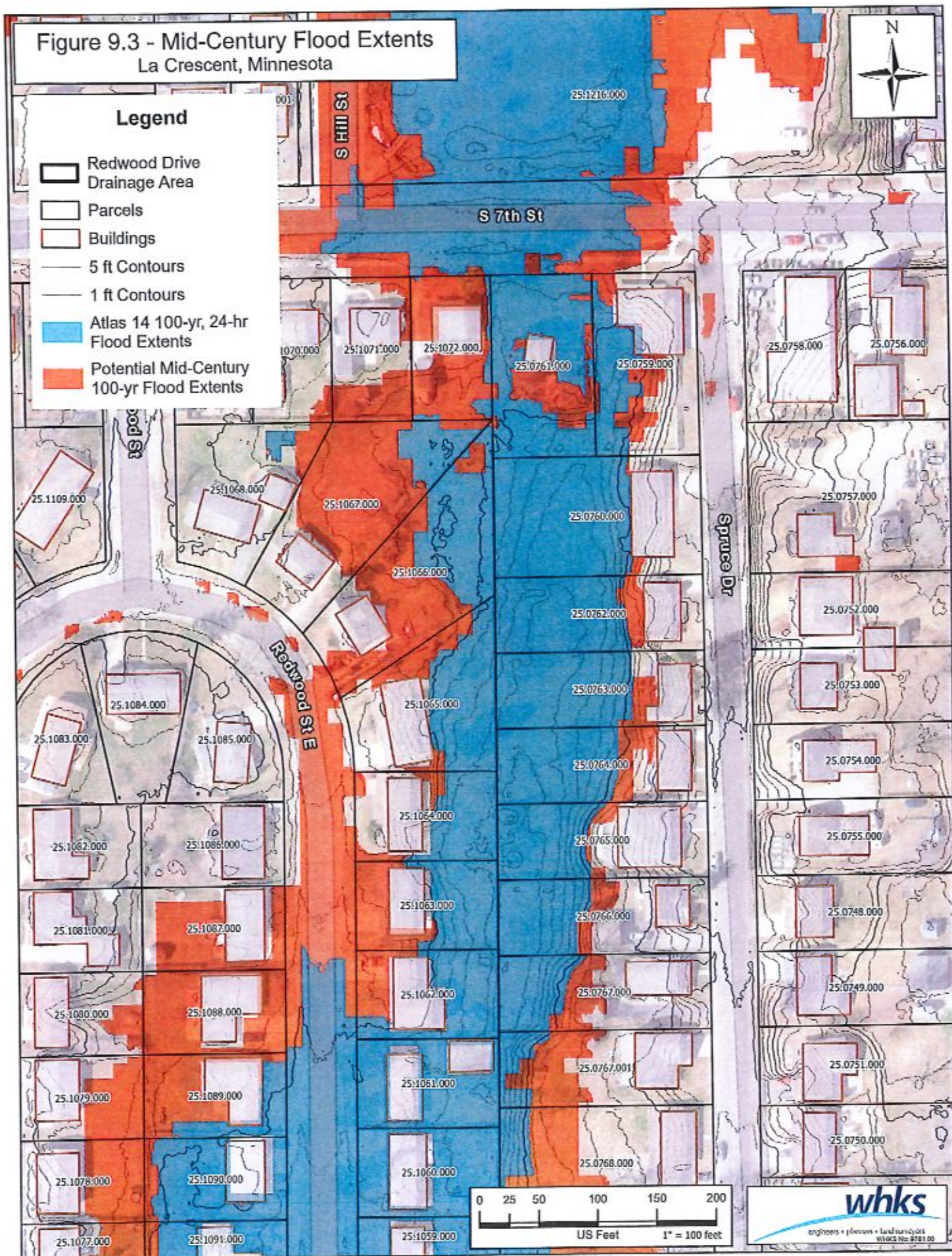


Figure 9.4 - Mid-Century Flood Extents
La Crescent, Minnesota

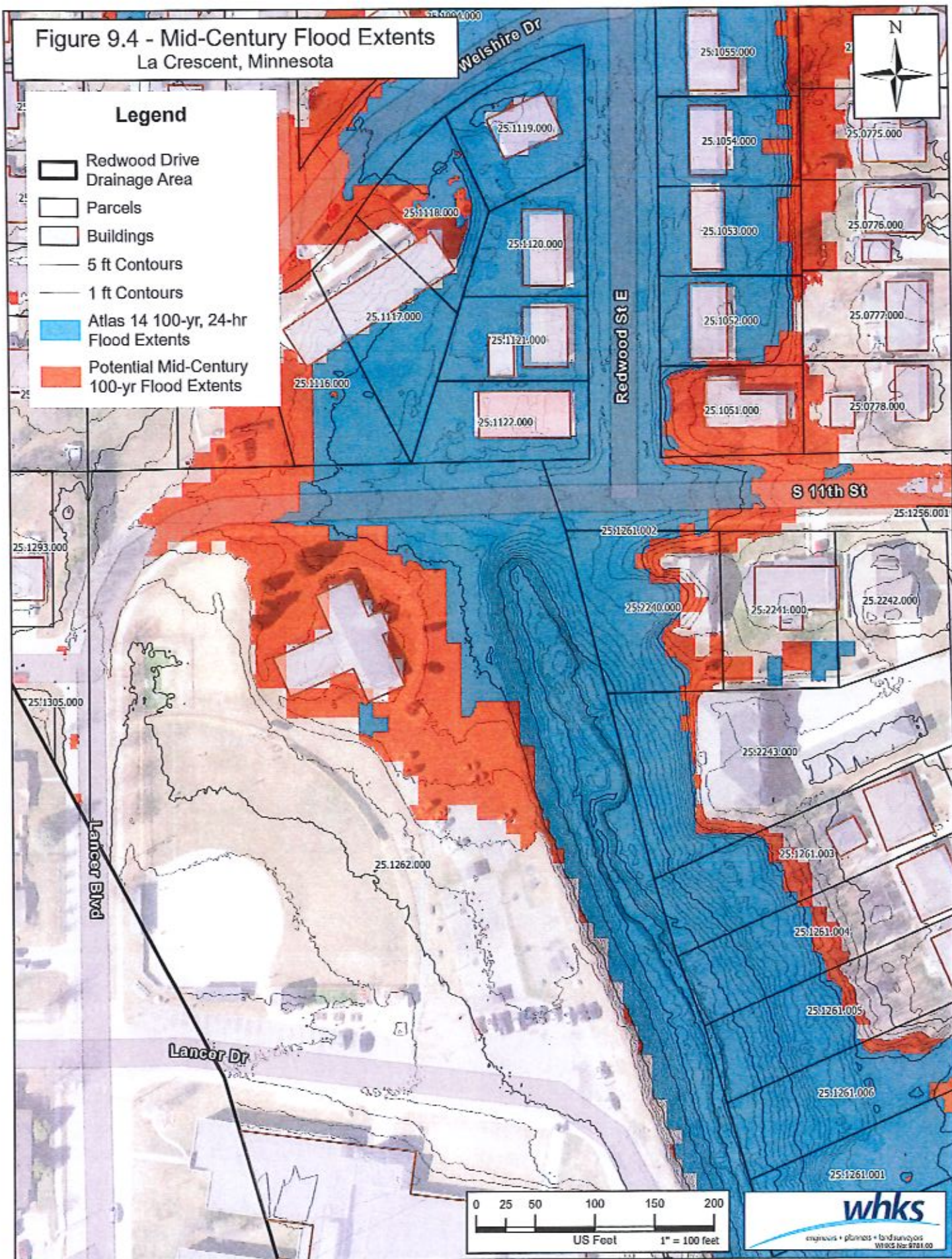


Figure 9.5 - Mid-Century Flood Extents
La Crescent, Minnesota

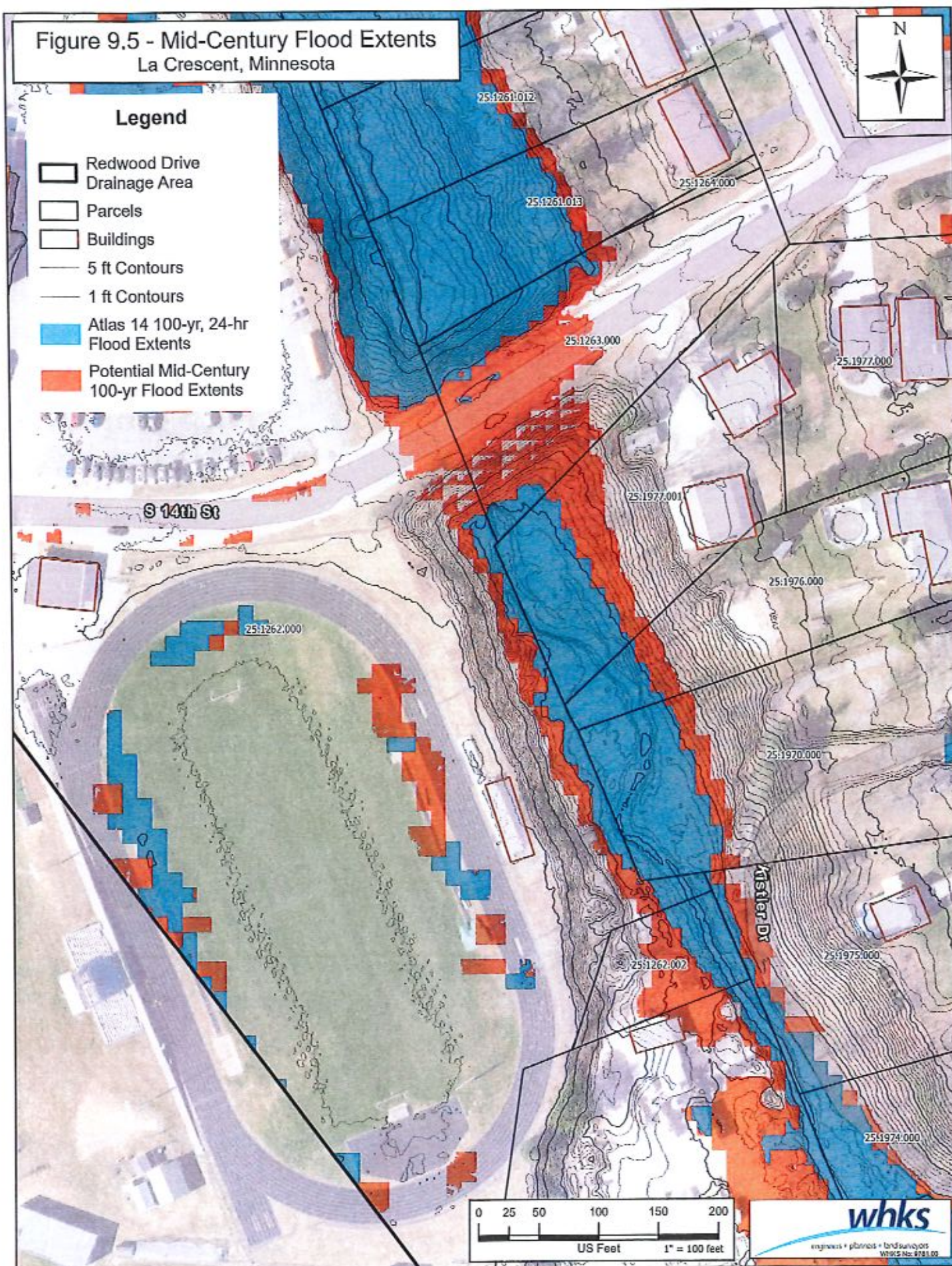


Figure 10.0 - Shore Acres Road Map Index
La Crescent, Minnesota



Legend

- Map Index
- Shore Acres Road

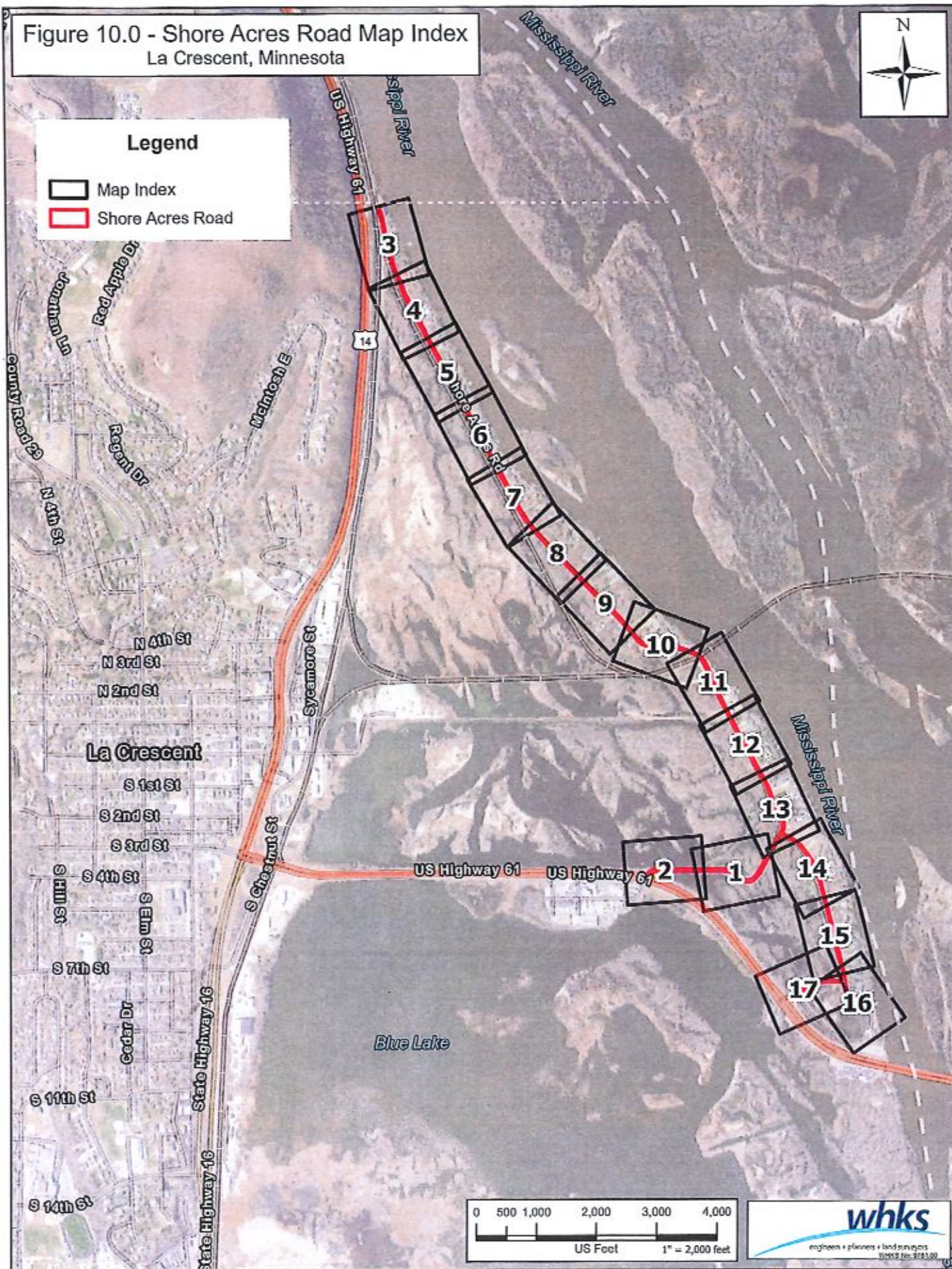


Figure 10.1 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

 Shore Acres Road

Contours

 Minor

 Major

FloodZones

Higher than Major Flood
Stage (> 645 ft)

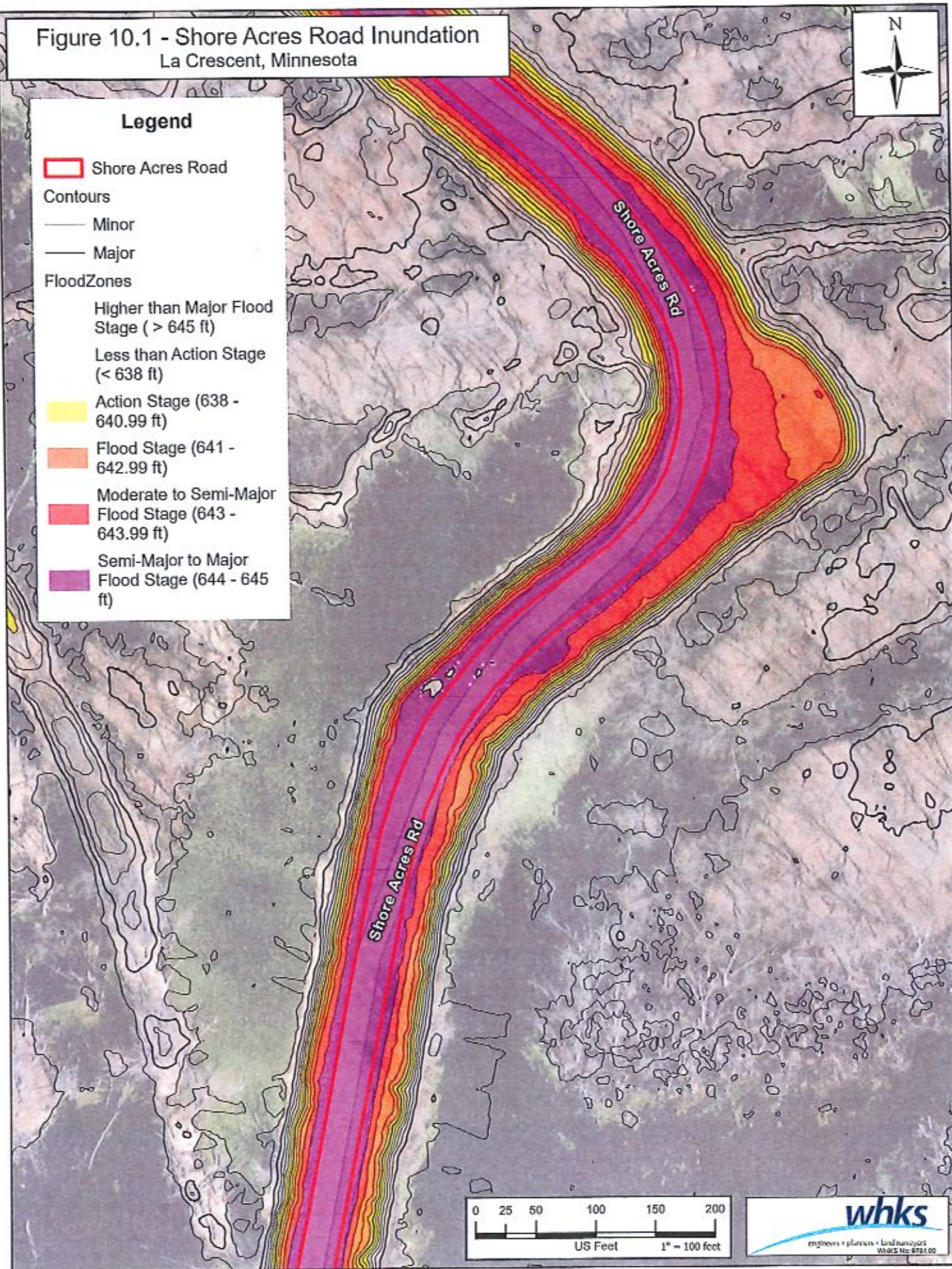
Less than Action Stage
(< 638 ft)

 Action Stage (638 -
640.99 ft)

 Flood Stage (641 -
642.99 ft)

Moderate to Semi-Major
 Flood Stage (643 -
643.99 ft)

Semi-Major to Major
 Flood Stage (644 - 645
ft)



0 25 50 100 150 200
US Feet 1" = 100 feet

whks
engineers • planners • land surveyors
WHKS No. 6761.00

Figure 10.2 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

Shore Acres Rd

US Highway 61

US Highway 61

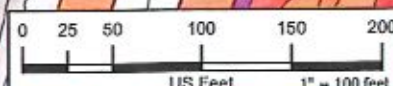


Figure 10.3 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

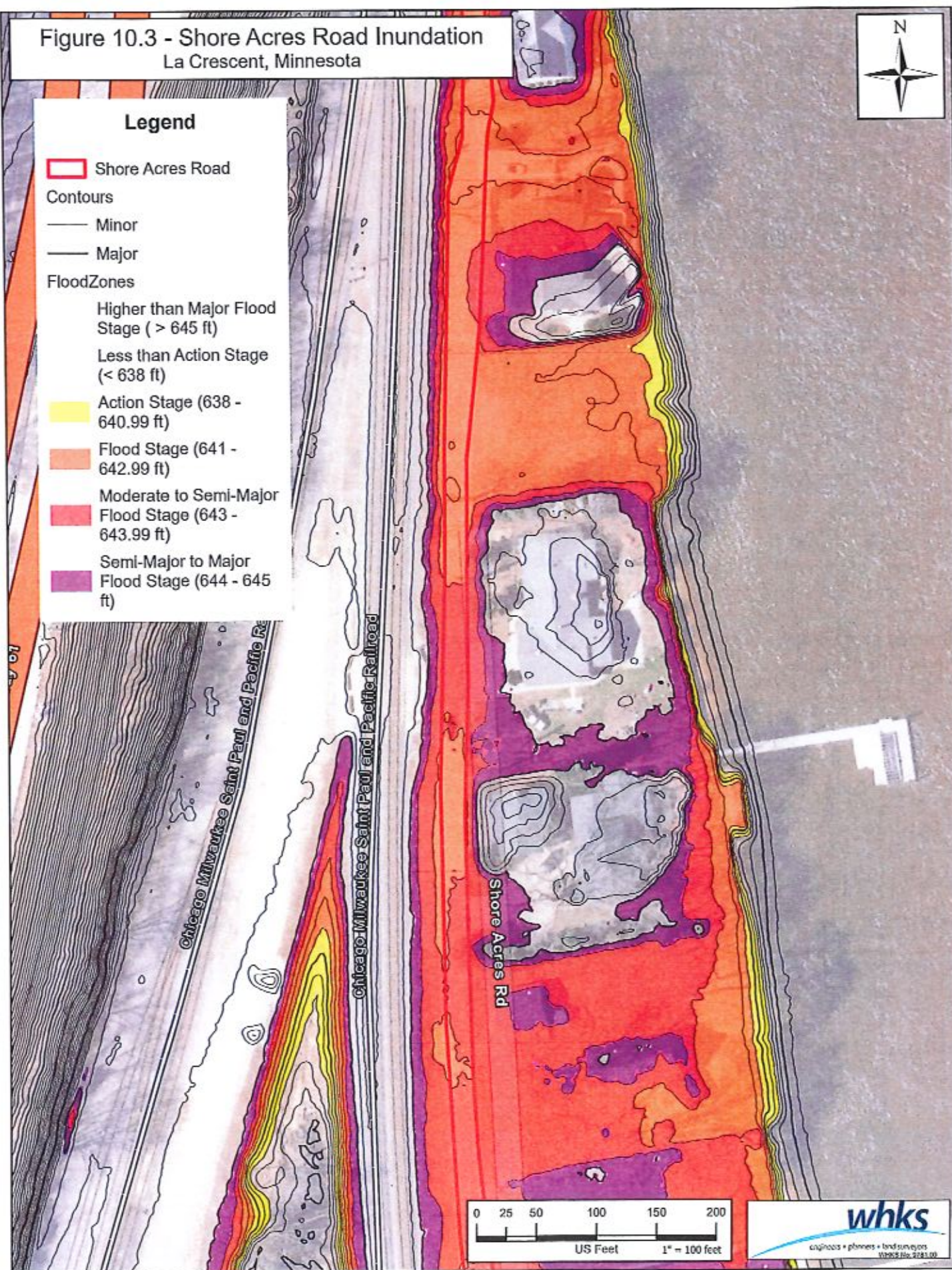
Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)



0 25 50 100 150 200
US Feet 1" = 100 feet

whks
engineers • planners • land surveyors
Woods Hole, MA 02543

Figure 10.4 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

 Shore Acres Road

Contours

 Minor

 Major

FloodZones

Higher than Major Flood
Stage (> 645 ft)

Less than Action Stage
(< 638 ft)

 Action Stage (638 -
640.99 ft)

 Flood Stage (641 -
642.99 ft)

Moderate to Semi-Major
Flood Stage (643 -
643.99 ft)

 Semi-Major to Major
Flood Stage (644 - 645
ft)

Shore Acres Rd

Chicago Milwaukee Saint Paul and Pacific Railroad

Shore Acres Rd

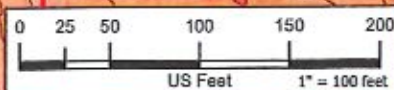


Figure 10.5 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

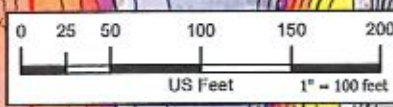
Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

Chicago Milwaukee Saint Paul and Pacific Railroad

Shore Acres Rd



MISSISSIPPI RIVER

Figure 10.6 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

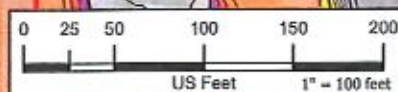
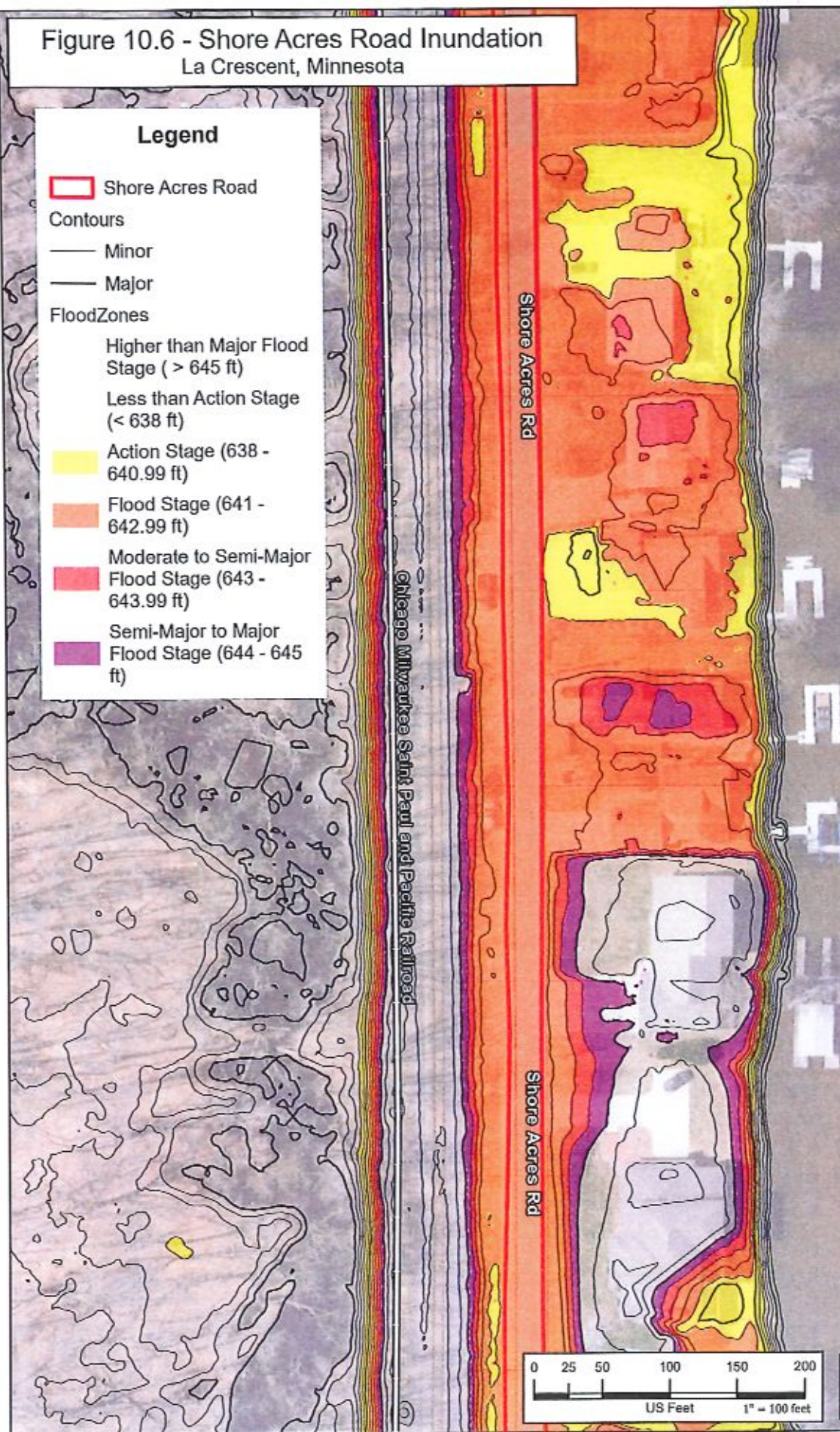


Figure 10.7 - Shore Acres Road Inundation
La Crescent, Minnesota

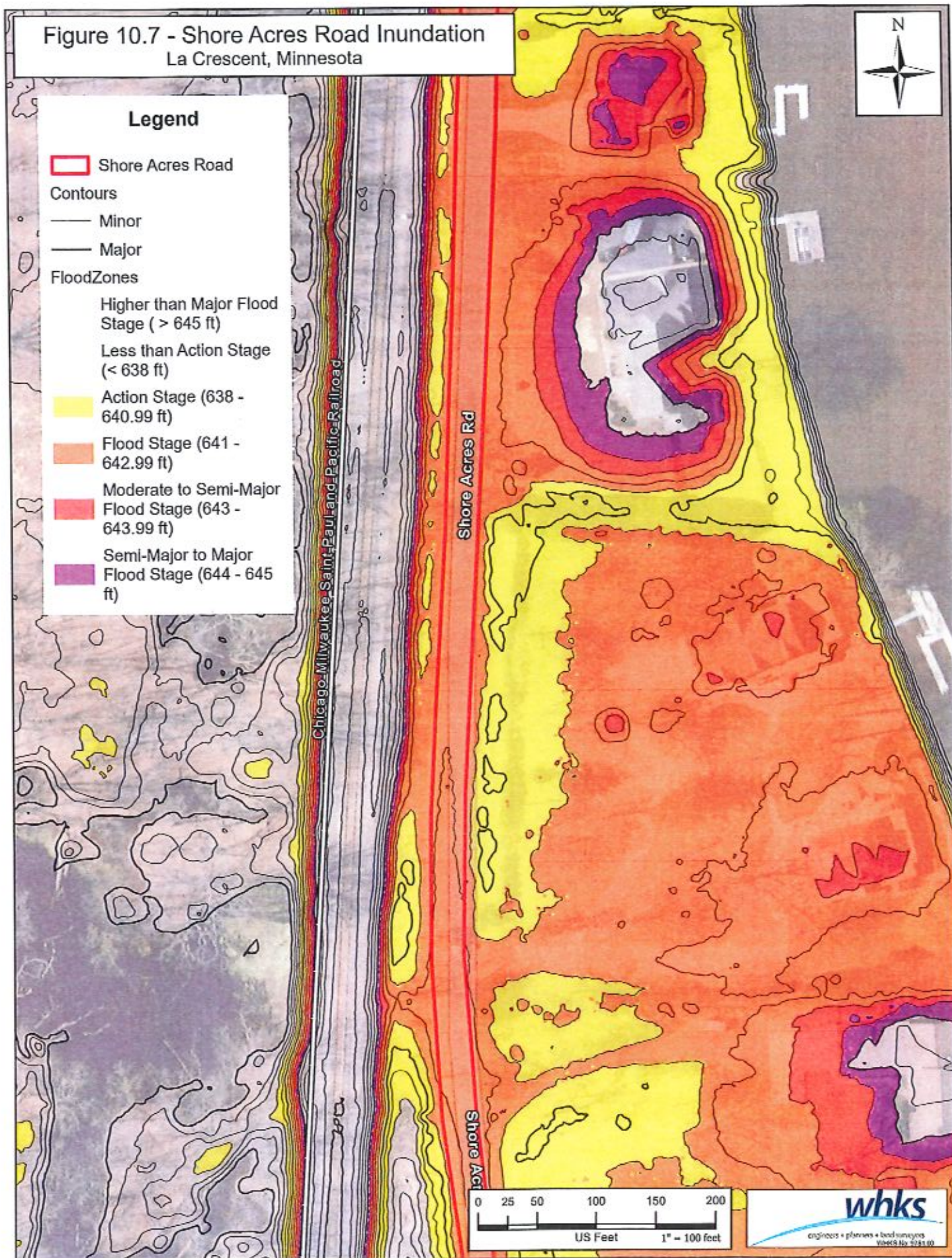


Figure 10.8 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

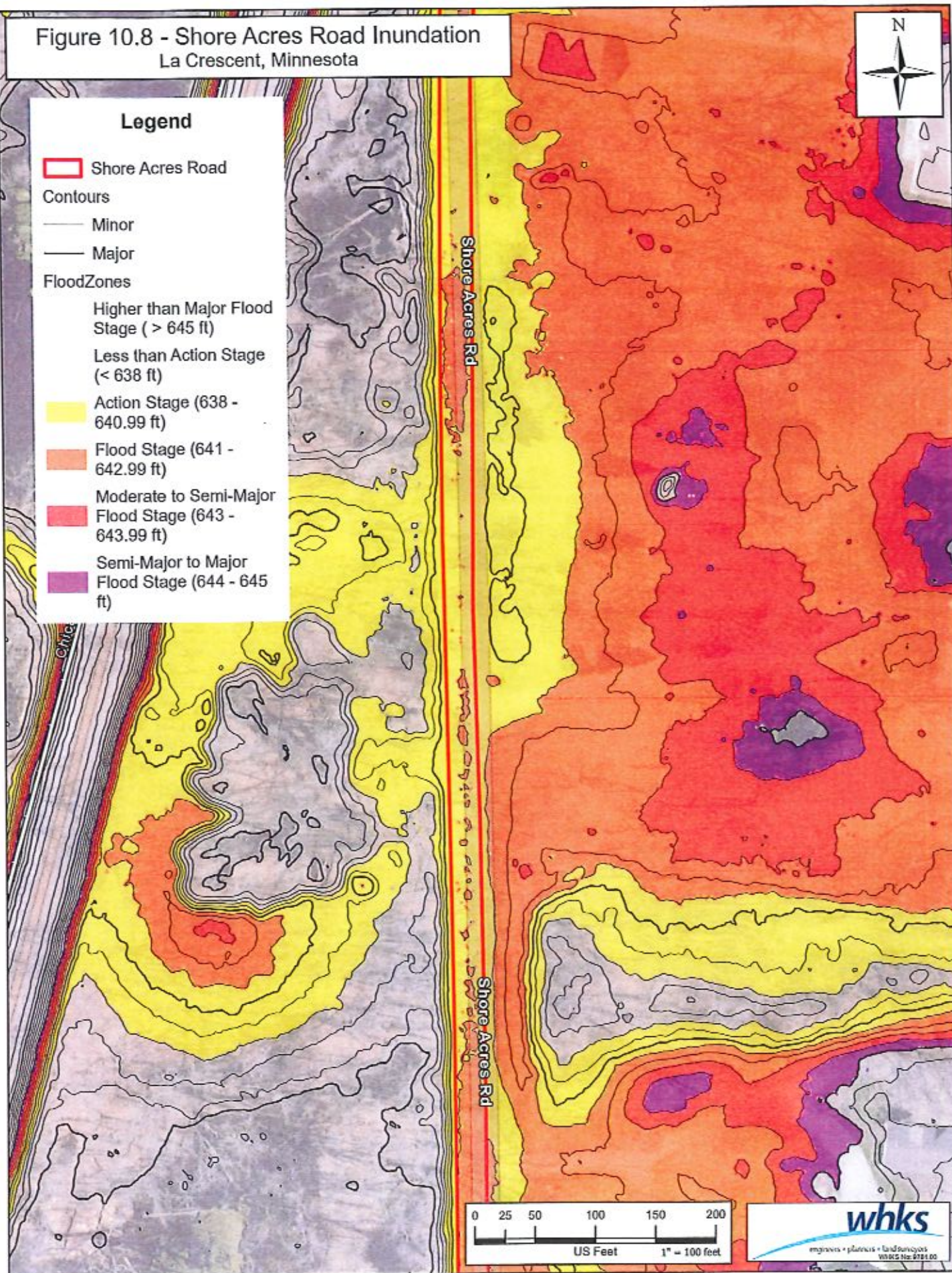


Figure 10.9 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

Shore Acres Rd

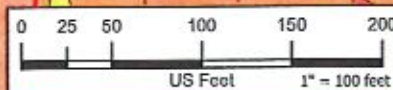


Figure 10.10 - Shore Acres Road Inundation
La Crescent, Minnesota

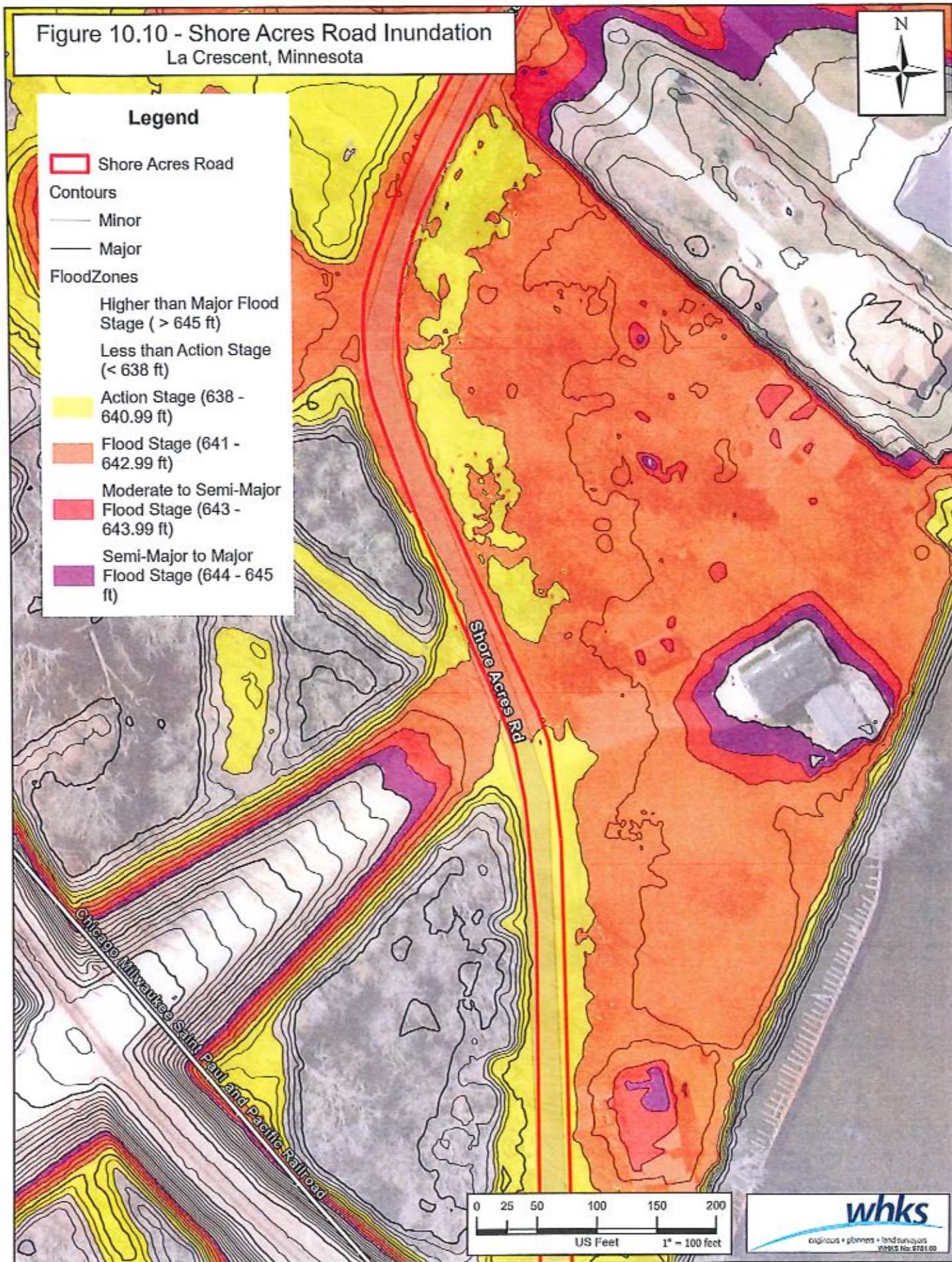


Figure 10.11 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

Shore Acres Rd

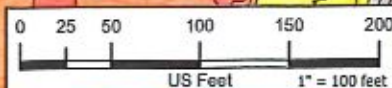


Figure 10.12 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

 Shore Acres Road

Contours

— Minor

— Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

Shore Acres Rd

Shore Acres Rd

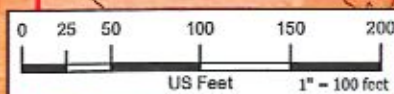


Figure 10.13 - Shore Acres Road Inundation
La Crescent, Minnesota

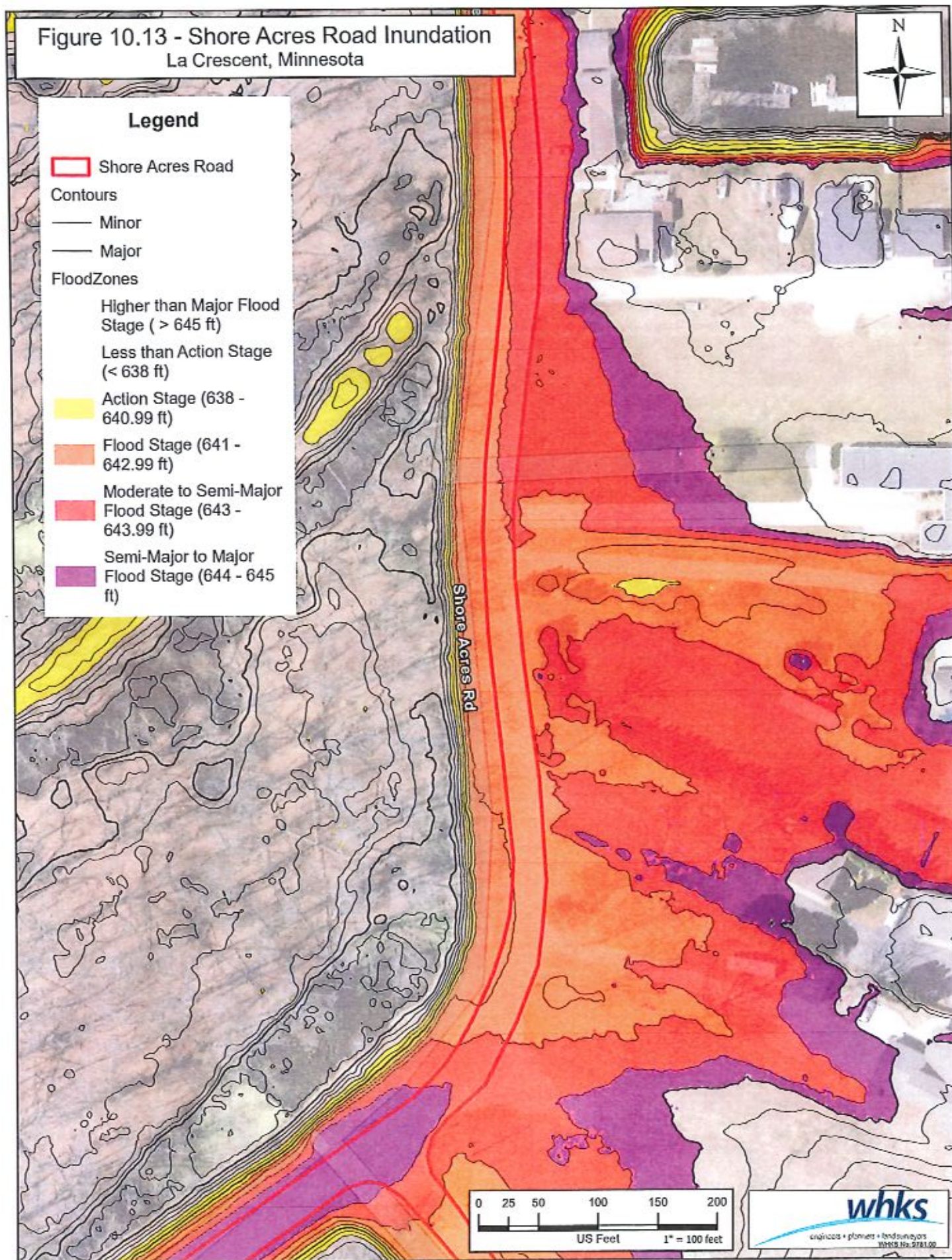


Figure 10.14 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

Shore Acres Rd

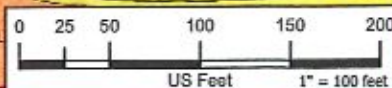


Figure 10.15 - Shore Acres Road Inundation
La Crescent, Minnesota

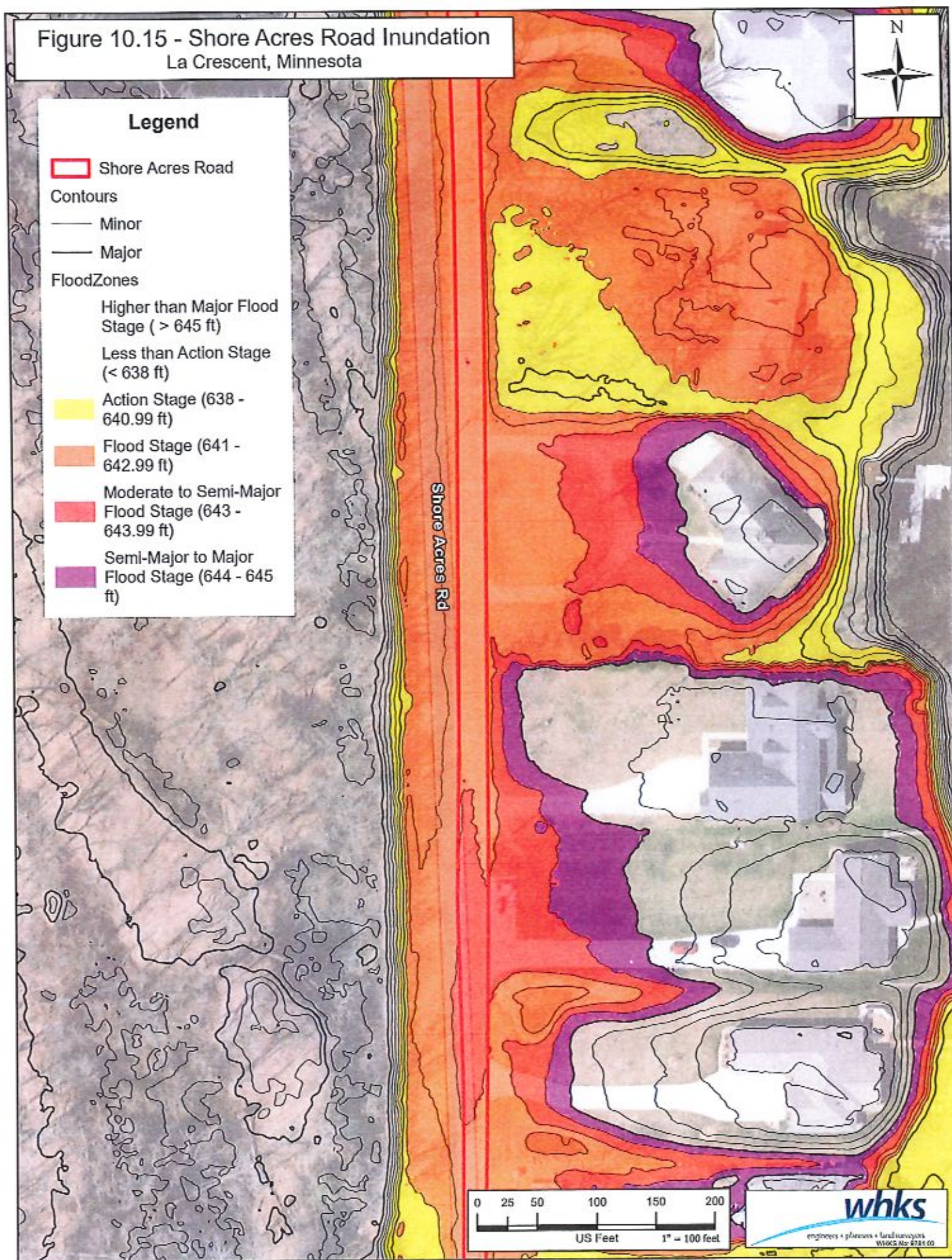


Figure 10.16 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)

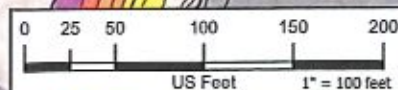


Figure 10.17 - Shore Acres Road Inundation
La Crescent, Minnesota



Legend

Shore Acres Road

Contours

Minor

Major

FloodZones

Higher than Major Flood Stage (> 645 ft)

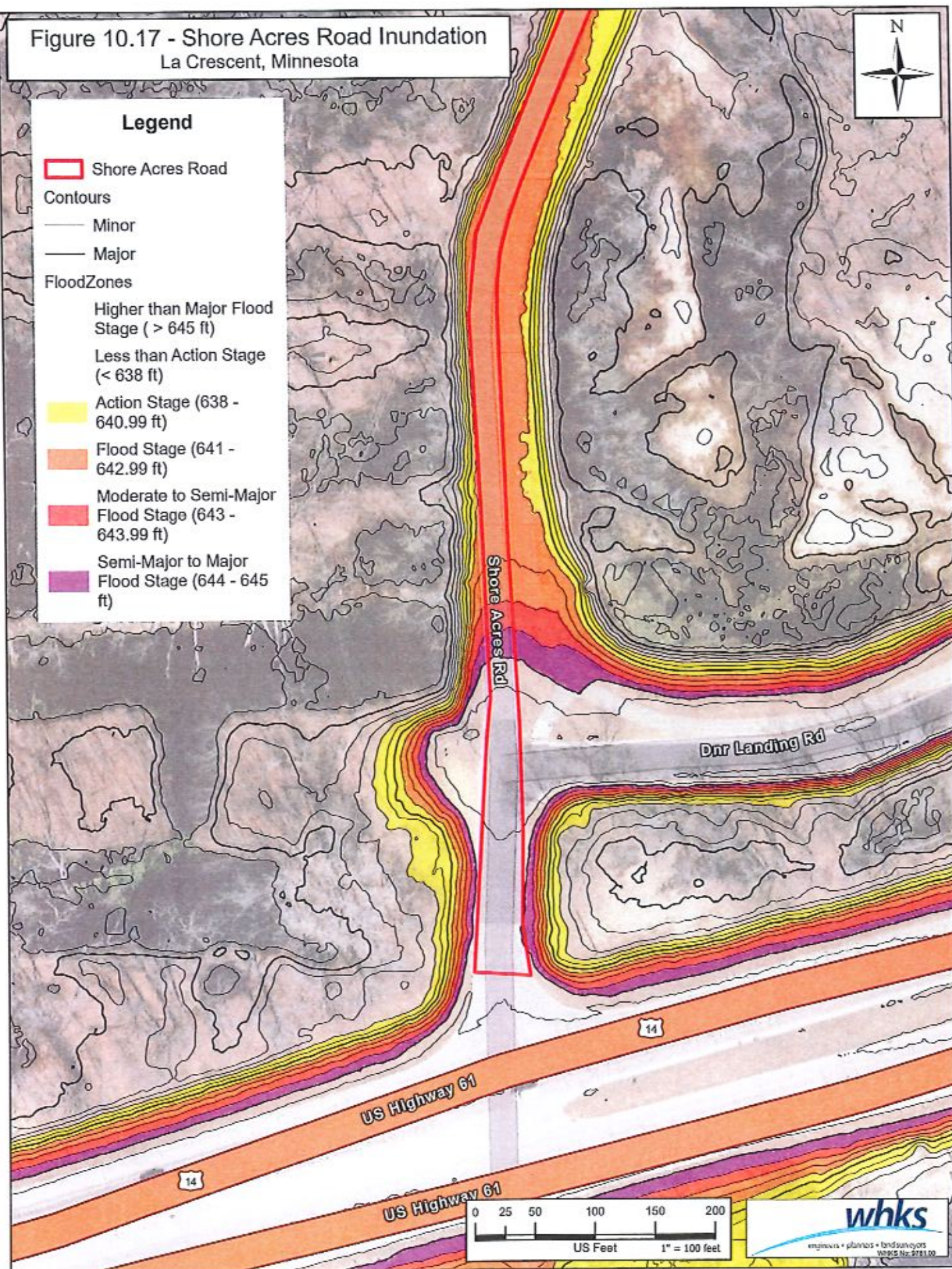
Less than Action Stage (< 638 ft)

Action Stage (638 - 640.99 ft)

Flood Stage (641 - 642.99 ft)

Moderate to Semi-Major Flood Stage (643 - 643.99 ft)

Semi-Major to Major Flood Stage (644 - 645 ft)



0 25 50 100 150 200
US Feet 1" = 100 feet

whks
engineers • planners • land surveyors
VPCS No. 2761.00

Appendix B

ENGINEERS OPINION OF PROBABLE COST - REDWOOD DRIVE STORMWATER PIPE TRUNKLINE

Client: City of La Crescent, MN
 Project Name: La Crescent Climate Resiliency
 Project No.: 9781
 Completed By: Megan L.
 Checked By: Daren S.

Project Area	Upstream Structure ID	Downstream Structure ID	Material	Conduit Length (FT)	Existing Diameter (in)	Proposed Diameter (in)	Cost to Remove Existing Pipe	Cost to Install New Pipe	Cost to Install Manholes	Cost to Replace Roadway	Construction Subtotal	Contingencies (10%)	Engineering (15%)	Total
N Elm St	124	612	CONC	213	15	24	\$2,000	\$21,000	\$12,000	\$707,000	\$142,000	\$14,200	\$23,000	\$180,000
N Elm St	128	606	CONC	150	24	30	\$3,000	\$23,000	\$12,000	\$75,000	\$113,000	\$11,300	\$19,000	\$140,000
N Elm St	606	607	CONC	62	24	30	\$1,000	\$8,000	\$12,000	\$31,000	\$53,000	\$5,300	\$9,000	\$70,000
N Elm St	607	614A	CONC	318	24	30	\$6,000	\$48,000	\$12,000	\$159,000	\$228,000	\$22,800	\$37,000	\$280,000
N Elm St	612	612A	CONC	50	18	24	\$1,000	\$6,000	\$12,000	\$25,000	\$43,000	\$4,300	\$7,000	\$50,000
N Elm St	616	129	CONC	153	24	36	\$3,000	\$33,000	\$12,000	\$82,000	\$130,000	\$13,000	\$21,000	\$180,000
N Elm St	612A	128	CONC	528	18	24	\$2,000	\$53,000	\$12,000	\$264,000	\$337,000	\$33,700	\$56,000	\$430,000
N Elm St	614A	616	CONC	70	24	36	\$1,000	\$14,000	\$12,000	\$35,000	\$62,000	\$6,200	\$10,000	\$80,000
Redwood St E	175B	182A	CONC	582	48	54	\$22,000	\$211,000	\$14,000	\$281,000	\$528,000	\$52,800	\$87,000	\$670,000
Redwood St E	182A	183A	CONC	145	48	54	\$6,000	\$54,000	\$14,000	\$73,000	\$147,000	\$14,700	\$24,000	\$190,000
Redwood St E	183A	184	CONC	517	48	54	\$21,000	\$194,000	\$14,000	\$259,000	\$488,000	\$48,800	\$81,000	\$620,000
Redwood St E	174	175	UNKN	480	42	54	\$17,000	\$184,000	\$14,000	\$245,000	\$460,000	\$46,000	\$76,000	\$580,000
S Hill St	174	175A	CONC	22	42	54	\$1,000	\$8,000	\$14,000	\$11,000	\$34,000	\$3,400	\$6,000	\$40,000
S Hill St	651	759	CONC	285	42	54	\$10,000	\$707,000	\$14,000	\$143,000	\$274,000	\$27,400	\$45,000	\$350,000
S Hill St	760	174	UNKN	202	48	54	\$8,000	\$76,000	\$14,000	\$101,000	\$199,000	\$19,900	\$33,000	\$250,000
S Hill St	175A	175B	CONC	22	42	54	\$1,000	\$8,000	\$14,000	\$11,000	\$34,000	\$3,400	\$6,000	\$40,000
S Maple St	129	129A	CONC	324	30	36	\$6,000	\$65,000	\$12,000	\$162,000	\$245,000	\$24,500	\$40,000	\$310,000
S Maple St	130	620	CONC	153	36	42	\$4,000	\$38,000	\$12,000	\$77,000	\$131,000	\$13,100	\$22,000	\$170,000
S Maple St	145	668	CONC	156	42	48	\$5,000	\$51,000	\$13,000	\$78,000	\$147,000	\$14,700	\$24,000	\$190,000
S Maple St	620	657	CONC	359	36	42	\$9,000	\$80,000	\$12,000	\$180,000	\$291,000	\$29,100	\$48,000	\$370,000
S Maple St	657	658	CONC	53	36	48	\$1,000	\$17,000	\$13,000	\$27,000	\$58,000	\$5,800	\$10,000	\$70,000
S Maple St	658	145	CONC	156	36	48	\$4,000	\$51,000	\$13,000	\$78,000	\$145,000	\$14,500	\$24,000	\$180,000
S Maple St	129A	130	CONC	244	30	42	\$5,000	\$61,000	\$12,000	\$122,000	\$200,000	\$20,000	\$33,000	\$250,000

TOTAL: \$5,670,000

Pipe Replacement Cost Assumptions

Pipe Diameter	Cost to Remove Existing Pipe per LF	Cost to Install New Pipe per LF	Cost to Install Manholes and Catchbasins	Roadway Cost Per Foot (18.33' TBC-TBC)
12	\$10	NA	NA	NA
15	\$10	\$70	\$6,000	\$520
18	\$15	\$80	\$6,000	\$520
21	\$15	\$90	\$6,000	\$500
24	\$20	\$100	\$6,000	\$500
30	\$20	\$150	\$6,000	\$500
36	\$25	\$200	\$6,000	\$500
42	\$35	\$250	\$6,000	\$500
48	\$40	\$325	\$6,500	\$520
54	\$50	\$375	\$6,750	\$520
60	NA	\$400	\$7,000	\$500
72	NA	\$500	\$7,500	\$500

Engineer's Opinion of Probable Construction Costs

Shore Acres Road

Action Stage, protection to 641 ft.

La Crescent, MN

9781

20-Jun-24

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization		L.F.	@		\$0.00
60	Clear		Tree	@		\$0.00
61	Grub		Tree	@		\$0.00
68	Remove Bituminous Street Pavement (P)	3,020	S.Y.	@	\$4.00	\$12,080.00
69	Remove Bit. Overlain Concrete Pavement (P)		S.Y.	@		\$0.00
70	Remove Conc. Pavement - Driveway	220	S.Y.	@	\$10.00	\$2,200.00
71	Remove Concrete Walk		S.Y.	@		\$0.00
72	Remove Bit. Walk		S.Y.	@		\$0.00
73	Remove Bit. Pavement - Driveway		S.Y.	@		\$0.00
74	Common Excavation (P)		C.Y.	@		\$0.00
75	Topsoil Borrow (LV)		C.Y.	@		\$0.00
76	Aggregate Surfacing for Driveway Restoration, Class 2, 6"		Ton	@		\$0.00
77	Aggregate Base Placed (CV), Class 2	930	C.Y.	@	\$40.00	\$37,200.00
78	Aggregate Base, shoulder	50	C.Y.	@	\$100.00	\$5,000.00
79	6" Concrete Driveway Pavement	220	S.Y.	@	\$85.00	\$18,700.00
80	7" Concrete Driveway Pavement		S.Y.	@		\$0.00
81	Concrete Pavement		S.Y.	@		\$0.00
82	Structural Concrete		C.Y.	@		\$0.00
83	Reinforcement Bars (Epoxy Coated)		Pound	@		\$0.00
84	Dowel Bars (Epoxy Coated)		Each	@		\$0.00
85	Drill & Grout Dowel Bar (Epoxy Coated)		Each	@		\$0.00
86	Type LV 3 Wearing Course Mixture (PG 58-28)	350	Ton	@	\$125.00	\$43,750.00
87	Type LV 3 Non-Wearing Course Mixture (PG 58-28)	350	Ton	@	\$125.00	\$43,750.00
88	Type LV3 3" Thick Driveway Pavement (PG 58-28)		S.Y.	@		\$0.00
89	4" Concrete Walk		S.F.	@		\$0.00
90	5" Concrete Walk		S.F.	@		\$0.00
91	6" Concrete Walk		S.F.	@		\$0.00
92	7" Concrete Walk		S.F.	@		\$0.00
93	Concrete Curb & Gutter, Design B624		L.F.	@		\$0.00
94	Concrete Curb & Gutter, Design B624, Mod.		L.F.	@		\$0.00
95	Pedestrian Ramps w/ Truncated Domes		Each	@		\$0.00
96	Traffic Control and Signage	1	LS	@	\$2,500.00	\$2,500.00
97	Silt Fencing, Type Heavy Duty		L.F.	@		\$0.00
98	Stabilized Vehicle Exit		Each	@		\$0.00
					Sub Total	\$165,180.00
					Contingency 10%	\$16,518.00
					Engineering 18%	\$29,732.40
					Total	\$211,430.40

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Engineer's Opinion of Probable Construction Costs

Shore Acres Road

Action Stage, protection to 643 ft.

La Crescent, MN

9781

20-Jun-24

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization		L.F.	@		\$0.00
60	Clear		Tree	@		\$0.00
61	Grub		Tree	@		\$0.00
62	Remove Pipe Sewer - 8" VCP Sanitary		L.F.	@		\$0.00
63	Remove Pipe Sewer - 10" VCP Sanitary		L.F.	@		\$0.00
64	Remove Pipe Sewer - 10" PVC Sanitary		L.F.	@		\$0.00
65	Remove Pipe Sewer - 15" VCP Sanitary		L.F.	@		\$0.00
66	Remove Pipe Sewer - 36" RCP Sanitary		L.F.	@		\$0.00
67	Remove Conc. Curb & Gutter		L.F.	@		\$0.00
68	Remove Bituminous Street Pavement (P)	24,050	S.Y.	@	\$4.00	\$96,200.00
69	Remove Bit. Overlain Concrete Pavement (P)		S.Y.	@		\$0.00
70	Remove Conc. Pavement - Driveway	5,800	S.Y.	@	\$10.00	\$58,000.00
71	Remove Concrete Walk		S.Y.	@		\$0.00
72	Remove Bit. Walk		S.Y.	@		\$0.00
73	Remove Bit. Pavement - Driveway		S.Y.	@		\$0.00
74	Common Excavation (P)		C.Y.	@		\$0.00
	Common Borrow	14,211	C.Y.	@	\$10.00	\$142,113.71
75	Topsoil Borrow (LV)	4,600	C.Y.	@	\$20.00	\$92,000.00
76	Aggregate Surfacing for Driveway Restoration, Class 2, 6"		Ton	@		\$0.00
77	Aggregate Base Placed (CV), Class 2	9,870	C.Y.	@	\$40.00	\$394,800.00
78	Aggregate Base, shoulder	410	C.Y.	@	\$100.00	\$41,000.00
79	6" Concrete Driveway Pavement	5,800	S.Y.	@	\$85.00	\$493,000.00
80	7" Concrete Driveway Pavement		S.Y.	@		\$0.00
81	Concrete Pavement		S.Y.	@		\$0.00
82	Structural Concrete		C.Y.	@		\$0.00
83	Reinforcement Bars (Epoxy Coated)		Pound	@		\$0.00
84	Dowel Bars (Epoxy Coated)		Each	@		\$0.00
85	Drill & Grout Dowel Bar (Epoxy Coated)		Each	@		\$0.00
86	Type I.V 3 Wearing Course Mixture (PG 58-28)	3,020	Ton	@	\$125.00	\$377,500.00
87	Type I.V 3 Non-Wearing Course Mixture (PG 58-28)	3,020	Ton	@	\$125.00	\$377,500.00
88	Type LV3 3" Thick Driveway Pavement (PG 58-28)		S.Y.	@		\$0.00
89	4" Concrete Walk		S.F.	@		\$0.00
90	5" Concrete Walk		S.F.	@		\$0.00
91	6" Concrete Walk		S.F.	@		\$0.00
92	7" Concrete Walk		S.F.	@		\$0.00
93	Concrete Curb & Gutter, Design B624		L.F.	@		\$0.00
94	Concrete Curb & Gutter, Design B624, Mod.		L.F.	@		\$0.00
95	Pedestrian Ramps w/ Truncated Domes		Each	@		\$0.00
	Seeding	8.48	acres	@	\$4,000.00	\$33,900.00
96	Traffic Control and Signage	1	LS	@	\$10,000.00	\$10,000.00
97	Erosion Control	1	LS	@	\$25,000.00	\$25,000.00

Engineer's Opinion of Probable Construction Costs

Shore Acres Road

Action Stage, protection to 643 ft.

La Crescent, MN

9781

20-Jun-24

Line	Item Description	Approx. Quantities	Unit of Measure	Unit Price	Total Amount
98	Stabilized Vehicle Exit		Each	@	\$0.00
				Sub Total	\$2,141,013.71
				Contingency 10%	\$214,101.37
				Engineering 18%	\$385,382.47
				Total	\$2,740,497.54
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Engineer's Opinion of Probable Construction Costs

Shore Acres Road

Action Stage, protection to 644 ft.

La Crescent, MN

9781

20-Jun-24

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization		L.F.	@		\$0.00
67	Remove Conc. Curb & Gutter		L.F.	@		\$0.00
68	Remove Bituminous Street Pavement (P)	27,540	S.Y.	@	\$4.00	\$110,160.00
69	Remove Bit. Overlain Concrete Pavement (P)		S.Y.	@		\$0.00
70	Remove Conc. Pavement - Driveway	6,330	S.Y.	@	\$10.00	\$63,300.00
71	Remove Concrete Walk		S.Y.	@		\$0.00
72	Remove Bit. Walk		S.Y.	@		\$0.00
73	Remove Bit. Pavement - Driveway		S.Y.	@		\$0.00
74	Common Excavation (P)		C.Y.	@		\$0.00
	Common Borrow	32,100	C.Y.	@	\$10.00	\$321,000.00
75	Topsoil Borrow (LV)	6,200	C.Y.	@	\$20.00	\$124,000.00
76	Aggregate Surfacing for Driveway Restoration, Class 2, 6"		Ton	@		\$0.00
77	Aggregate Base Placed (CV), Class 2	11,300	C.Y.	@	\$40.00	\$452,000.00
78	Aggregate Base, shoulder	470	C.Y.	@	\$100.00	\$47,000.00
79	6" Concrete Driveway Pavement	6,330	S.Y.	@	\$85.00	\$538,050.00
80	7" Concrete Driveway Pavement		S.Y.	@		\$0.00
81	Concrete Pavement		S.Y.	@		\$0.00
82	Structural Concrete		C.Y.	@		\$0.00
83	Reinforcement Bars (Epoxy Coated)		Pound	@		\$0.00
84	Dowel Bars (Epoxy Coated)		Each	@		\$0.00
85	Drill & Grout Dowel Bar (Epoxy Coated)		Each	@		\$0.00
86	Type LV 3 Wearing Course Mixture (PG 58-28)	3,460	Ton	@	\$125.00	\$432,500.00
87	Type LV 3 Non-Wearing Course Mixture (PG 58-28)	3,460	Ton	@	\$125.00	\$432,500.00
88	Type LV3 3" Thick Driveway Pavement (PG 58-28)		S.Y.	@		\$0.00
89	4" Concrete Walk		S.F.	@		\$0.00
90	5" Concrete Walk		S.F.	@		\$0.00
91	6" Concrete Walk		S.F.	@		\$0.00
92	7" Concrete Walk		S.F.	@		\$0.00
93	Concrete Curb & Gutter, Design B624		L.F.	@		\$0.00
94	Concrete Curb & Gutter, Design B624, Mod.		L.F.	@		\$0.00
95	Pedestrian Ramps w/ Truncated Domes		Each	@		\$0.00
	Seeding	12.3	Acres	@	\$4,000.00	\$49,200.00
96	Traffic Control and Signage	1	LS	@	\$10,000.00	\$10,000.00
97	Erosion control	1	LS	@	\$35,000.00	\$35,000.00
98	Stabilized Vehicle Exit		Each	@		\$0.00
					Sub Total	\$2,614,710.00
					Contingency 10%	\$261,471.00
					Engineering 18%	\$470,647.80
					Total	\$3,346,828.80

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Engineer's Opinion of Probable Construction Costs

Shore Acres Road

Action Stage, protection to 645 ft.

La Crescent, MN

9781

20-Jun-24

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
1	Mobilization		L.F.	@		\$0.00
60	Clear		Tree	@		\$0.00
61	Grub		Tree	@		\$0.00
62	Remove Pipe Sewer - 8" VCP Sanitary		L.F.	@		\$0.00
63	Remove Pipe Sewer - 10" VCP Sanitary		L.F.	@		\$0.00
64	Remove Pipe Sewer - 10" PVC Sanitary		L.F.	@		\$0.00
65	Remove Pipe Sewer - 15" VCP Sanitary		L.F.	@		\$0.00
66	Remove Pipe Sewer - 36" RCP Sanitary		L.F.	@		\$0.00
67	Remove Conc. Curb & Gutter		L.F.	@		\$0.00
68	Remove Bituminous Street Pavement (P)	32,830	S.Y.	@	\$4.00	\$131,320.00
69	Remove Bit. Overlain Concrete Pavement (P)		S.Y.	@		\$0.00
70	Remove Conc. Pavement - Driveway	8,440	S.Y.	@	\$10.00	\$84,400.00
71	Remove Concrete Walk		S.Y.	@		\$0.00
72	Remove Bit. Walk		S.Y.	@		\$0.00
73	Remove Bit. Pavement - Driveway		S.Y.	@		\$0.00
74	Common Excavation (P)		C.Y.	@		\$0.00
	Common Borrow	59,800	C.Y.	@	\$10.00	\$598,000.00
75	Topsoil Borrow (LV)	12,400	C.Y.	@	\$20.00	\$248,000.00
76	Aggregate Surfacing for Driveway Restoration, Class 2, 6"		Ton	@		\$0.00
77	Aggregate Base Placed (CV), Class 2	13,470	C.Y.	@	\$40.00	\$538,800.00
78	Aggregate Base, shoulder	560	C.Y.	@	\$100.00	\$56,000.00
79	6" Concrete Driveway Pavement	8,440	S.Y.	@	\$85.00	\$717,400.00
80	7" Concrete Driveway Pavement		S.Y.	@		\$0.00
81	Concrete Pavement		S.Y.	@		\$0.00
82	Structural Concrete		C.Y.	@		\$0.00
83	Reinforcement Bars (Epoxy Coated)		Pound	@		\$0.00
84	Dowel Bars (Epoxy Coated)		Each	@		\$0.00
85	Drill & Grout Dowel Bar (Epoxy Coated)		Each	@		\$0.00
86	Type LV 3 Wearing Course Mixture (PG 58-28)	4,120	Ton	@	\$125.00	\$515,000.00
87	Type LV 3 Non-Wearing Course Mixture (PG 58-28)	4,120	Ton	@	\$125.00	\$515,000.00
88	Type LV3 3" Thick Driveway Pavement (PG 58-28)		S.Y.	@		\$0.00
89	4" Concrete Walk		S.F.	@		\$0.00
90	5" Concrete Walk		S.F.	@		\$0.00
91	6" Concrete Walk		S.F.	@		\$0.00
92	7" Concrete Walk		S.F.	@		\$0.00
93	Concrete Curb & Gutter, Design B624		L.F.	@		\$0.00
94	Concrete Curb & Gutter, Design B624, Mod.		L.F.	@		\$0.00
95	Pedestrian Ramps w/ Truncated Domes		Each	@		\$0.00
	Seeding	12.3	Acres	@	\$4,000.00	\$49,200.00
96	Traffic Control and Signage	1	LS	@	\$12,500.00	\$12,500.00
97	Erosion control	1	LS	@	\$45,000.00	\$45,000.00

Engineer's Opinion of Probable Construction Costs

Shore Acres Road

Action Stage, protection to 645 ft.

La Crescent, MN

9781

20-Jun-24

Line	Item Description	Approx. Quantities	Unit of Measure		Unit Price	Total Amount
98	Stabilized Vehicle Exit		Each	@		\$0.00
					Sub Total	\$3,510,620.00
					Contingency 10%	\$351,062.00
					Engineering 18%	\$631,911.60
					Total	\$4,493,593.60
S:\Inbs\La Crescent\9781 Flood Resiliency Plan						

3.4



TO: Honorable Mayor and City Council members
FROM: Angie Boettcher, City Clerk *Angie*
DATE: 06/18/2024
SUBJECT: DNR Agent Contract

All current electronic license system agent contracts with the Minnesota DNR expire on June 30, 2024. The La Crescent Motor Vehicle Department has been approved to continue selling licenses until July 31, 2029. Attached for review and consideration by the City Council is an updated agent contract.

We would suggest that the City Council approve the DNR Agent Contract and allow the La Crescent DMV to continue selling licenses.

**STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
REGISTRATION AND TITLING ELECTRONIC LICENSE SYSTEM AGENT CONTRACT WITH DEPUTY
REGISTRAR OF MOTOR VEHICLES**

This Contract is between the State of Minnesota, acting through the Department of Natural
Resources (hereinafter DNR) and

d/b/a _____
(Corporation or Owner) (Business Name)

(Street Address)

(City) (State) (Zip code) (County)

Please Print Name (Authorized Representative for Corporation or Owner)

WHEREAS, Deputy Registrar of Motor Vehicles, appointed by the Commissioner of Public Safety under Minnesota Statute § 168.33, is required under Minnesota Statute to process applications for watercraft licenses, watercraft titles, snowmobile, all-terrain vehicle, off-highway motorcycle, off-road vehicles registrations, trail stickers and permits for the commissioner of natural resources.

NOW THEREFORE, it is agreed between the DNR and the Agent as follows:

I. EFFECTIVE DATE

This Contract will be effective upon the date that the DNR obtains all required signatures in accordance with Minn. Stat. § 16C.05.

II. DURATION OF AGENT CONTRACT AND EXTENSIONS

This Contract will remain in effect for five years or until the State's current ELS Contract No. 190074 is terminated, canceled, or suspended, whichever may occur first. The DNR shall provide the Agent thirty (30) days written notice of termination if this Contract is terminated prior to the five-year Contract term.

This Contract may be extended by written agreement of the parties. The parties agree that notwithstanding the forgoing, if Contract No. 190074 is extended, this Contract will be automatically extended. The Agent shall be notified of said extension in writing. The Agent may reject the extension by submitting a written notification to the DNR rejecting the extension. The notice of rejection must be sent within thirty (30) days of receipt of the notice of extension.

III. TERMINATION

A. Termination

Notwithstanding the requirements of Section II, this Contract may be terminated by mutual written agreement of the parties. The DNR may also elect to unilaterally terminate, cancel, revoke, or suspend this Contract with or without cause. Provided however, that in accordance with Minn. Stat. § 97A.485, Subd. 3 the DNR shall provide a five (5) day written notice of said termination, revocation, or

termination. Within 30 days of termination, the Agent shall return the ELS Equipment and materials to the DNR as set forth below.

1. Request for Reconsideration. Within thirty (30) days of the receipt of a notice of termination issued under Section X the Agent may submit a "request for reconsideration" requesting the DNR reconsider the termination or suspension. A notice of termination is deemed received by the Agent three days after posting in the U.S. mail. A request for reconsideration will include a written statement setting forth the Agent's legal, factual, or equitable arguments for rescission of the termination, along with any supporting documents. DNR may request the Agent submit additional facts or documents before making a final decision. DNR, after considering any additional facts or documents submitted by the Agent, will make a decision on whether or not to revoke the termination of this Contract. All decisions will be final. If a termination is revoked – any further violations of this contract will result in immediate termination of the Contract under this section without right to reconsideration.

2. ELS Equipment Return at Termination and Reconciliation. Within thirty (30) days after termination, the Agent shall return the ELS Equipment to the State's ELS vendor as directed by the DNR. If the ELS equipment is not returned to the ELS vendor within the thirty (30) day period the ELS Equipment deposit required in Section V.C.1 shall be forfeited. Within thirty (30) days of termination, the DNR shall undertake a final reconciliation of the Agent account and identify any outstanding payments owed to the State by the Agent. The DNR will provide the Agent written notice of any final payment within forty-five (45) days of termination. The Agent shall make the final payment to DNR within 30 days of receipt of the notice of final payment due. The notice of final payment due is deemed received three days after the same has been deposited in the U.S. mail. If the Agent fails to make the final payment within the period outlined herein the debt will be referred to the State collection system for collection.

3. State's Ongoing Right to Collect ELS Fees. Notwithstanding the forgoing, the states right to collect for license fees pursuant to Section X shall continue for 120 days after the Notice of Termination.

B. Suspension

All suspensions shall be immediate. Within twenty-four (24) hours of a suspension, the DNR shall provide the Agent of written notice of the suspension. Notice is deemed complete upon mailing by depositing in the U.S. Mail.

1. Request for Reconsideration. Within thirty (30) days of the receipt of a notice of suspension issued under Section X the Agent may submit a "request for reconsideration" requesting the DNR reconsider the suspension. A notice of suspension is deemed received by the Agent three days after posting in the U.S. mail. A request for reconsideration will include a written statement setting forth the Agent's legal, factual, or equitable arguments for rescission of the suspension, along with any supporting documents. DNR may request the Agent submit additional facts or documents before making a final decision. DNR, after considering any additional facts or documents submitted by the Agent, will make a decision on whether or not to revoke the suspension of this Contract. All decisions will be final. If a suspension is revoked – any further violations of this contract will result in immediate suspension of the Contract under this section without right to reconsideration.

IV. DEFINITIONS

Unless stated otherwise, the following terms used in this Contract are defined as follows:

1. "Agent" is the Corporation or Owner identified on page one (1) of this Contract.
2. "Automated Clearing House" (ACH) is the electronic system used to route funds from an agent bank account to the state treasury to recover funds owed to the State of Minnesota (State) for

the sale of an Electronic License as defined in Section IV.3.

3. "Debt" is the amount owed by the Agent to the State for revenues collected by an agent for the sale of electronic licenses.
4. "Electronic License" means an application, license, pass, permit, sticker, registration, or any other future electronic transaction relating to the State's natural resource licenses as set forth in Minn. Stat. § 84.027, subd. 15 issued through the electronic license system.
5. "Electronic Licensing System" (ELS) means the electronic system used by the State to sell the State's Electronic Licenses as defined in Paragraph IV.4.
6. "ELS Equipment and Materials" means any terminal and printer, printer paper and such other materials necessary for the Agent to undertake its obligations under this Contract.
7. "Fail" means that an ACH transfer is unsuccessful.
8. "Issuing Fee" means the payment made to the Agent. Said payment shall be made on a per transaction basis at the time of each license sale made by the Agent. The amount of the per transaction Issuing Fee is established in Minn. Statutes which is attached hereto as Exhibit A Issuing Fee Schedule and made part hereof, subject to amendment by legislature.
9. "License Transaction" means a successful sale of an electronic license through ELS by a license agent.
10. "Survey" means the collection of data through the ELS undertaken by DNR or its agents or employees.
11. "Suspended" or "suspension" means an Agent is prohibited from selling electronic licenses pursuant to Section III.B of this Contract.

V. AGENT DUTIES

The Agent, on behalf of the State, will make available for sale to the public the following types of electronic licenses: all fee and no-fee applications, licenses, passes, permits, stickers, registrations or any other future electronic transactions relating to the State's natural resource licenses, issued under the ELS. The Agent will do so in strict accordance with: (1) the terms contained in this Contract; (2) with all operating instructions provided by the ELS vendor and the DNR; and (3) in accordance with all applicable statutes, rules, and regulations. Failure to comply with these conditions or the duties outlined below shall constitute a breach of this Contract and shall be grounds for immediate termination as set forth in Section III.

A. DUTIES.

The Agent shall have the following duties:

1. The Agent shall at all times comply with all applicable provisions of Minn. Stat. §§ 84.027 and 97A.311 and Minn. R. Ch. 6213.
2. The Agent may sell electronic licenses, registrations, stickers, permits, and title transactions: all watercraft licenses, all all-terrain vehicle registrations, all snowmobile registrations, and all off-road vehicle registrations and collect any sales and use tax as required by law, only at the business location and during business hours identified in the application that is on file at the DNR. Electronic licenses sold must be accessible to the public. In the event that the Agent's business hours are changed, the Agent shall notify the DNR within 48 hours of the change in business hours.

3. The Agent shall, as instructed by the DNR, maintain DNR provided displays, notices or other informational materials relating to electronic licenses at the business location identified in Paragraph A.2 of this Section.

4. Provide a personal computer, internet service provider, and necessary phone or network to access the administrative screen functions of the ELS for registration and titling. A broadband connection (DSL, cable modem or corporate network) is required regardless of the communications system selected by the Agent. These communication requirements may change as technology advances.

5. The Agent shall maintain current and accurate records of all electronic license sales transactions as directed by the DNR.

6. The Agent shall maintain a bank account in a Federal Deposit Insurance Corporation (FDIC) insured banking association, savings association, trust company, or credit union subject to applicable federal and state banking regulations. The Agent Account must be able to accept electronic fund transfers. The Agent will provide the DNR with all of the account information requested by the DNR.

7. All monies minus the Issuing Fee collected by the Agent for the sale of Electronic Licenses shall be deposited in the Agent Account weekly. The Agent must permit the DNR, through the State Treasurer to access the Agent Account to electronically collect and transfer, through an ACH, all money in the Account collected for the Sale of Electronic Licenses minus issuing fee to the State Treasury.

8. Return to the DNR on a weekly basis, completed applications and title forms as required by the DNR.

9. Prior to commencing sales under this contract, the Agent shall provide to the DNR a true and accurate federal Taxpayer Identification Number (TIN) verification form and a Minnesota Tax Identification number. Failure to provide said information shall be grounds for immediate suspension and termination of this Contract as set forth in Section III of this Contract.

10. The Agent shall return all voided licenses to the DNR within 30 days from date of sale of the voided license sale. After 60 days, cost of voided licenses will be charged to the Agent.

11. The Agent shall make reasonable business efforts to comply with the most recent version of the Payment Card Industry Data Security Standard (PCI DSS), promulgated by the PCI Security Standards Council.

B. RESTRICTIONS AND EXCEPTIONS.

The following restrictions and exceptions apply to the sale of Electronic Licenses:

1. All electronic licenses, stickers, registrations, title transactions, and sales and use tax collected must be completed at the Agent's business location as set forth in Section V.A.2. The Agent is responsible for the completion of each electronic license transaction for each electronic license sold at the Agent's place of business.

2. The Agent shall not offer for sale an electronic license for a fee other than that fee set forth in the ELS system.

3. This Contract does not supersede any agreement the Agent has pursuant to Minn. Stat. § 84.027, subd. 15 (a) (4) with an electronic bankcard issuer concerning customer convenience fee for use of a credit or bank card to purchase electronic licenses.

4. The Agent may not waive all or part of the Issuing Fee or use electronic licenses in connection with a drawing, raffle, giveaway, or other sales promotion.

C. MATERIALS AND EQUIPMENT.

2) The DNR's ELS provider shall provide the printer and materials to the Agent as necessary to sell Electronic Licenses, stickers, and registrations through the ELS (ELS equipment). The Agent shall be solely responsible for providing a safe location for the ELS printer and materials that protects said printer and materials from damage, theft, and unauthorized use.

1. Except, for acts beyond their control, the Agent is responsible for all lost, stolen, missing or destroyed ELS equipment and materials.

2. The Agent will be responsible for their personal computers and any services or contracts or agreements with local internet service providers.

3. The agent is required to carry insurance to insure property provide by the DNR.

B. DNR ACCESS

1. The Agent will allow the DNR to access and inspect all ELS equipment, materials, and records pertaining to this Contract during the Agent's normal business hours with or without prior notice to determine whether the Agent is operating in compliance with Minn. R. 6213.0100 to 6213.0800 and the terms of this Contract.

2. Said inspection may also be conducted by the DNR outside of normal business hours with the express permission of the Agent.

VI. DNR DUTIES

The DNR or its duly authorized agents or employees shall undertake the following duties:

1. The DNR shall provide at the Agents business location the ELS equipment and materials, consistent with the Agents selection under Section V.A.4, necessary to permit the Agent to undertake its obligations under this Contract. In addition, the DNR shall provide routine maintenance and repairs of the ELS equipment. Provided, however, the DNR shall not be responsible for maintenance or repair of the ELS equipment attributable to abuse or neglect by the Agent or the Agent's employees.

2. The DNR shall provide appropriate training materials and a "help desk" service to answer Agent's questions and assist with problems.

3. The DNR shall provide informational game and fish regulation materials to the Agent for distribution to licensees.

4. By the second business day of each week, the DNR shall make available the amounts to be transferred from the Agent Account to the State Treasury covering transactions in the prior week. For purposes of this provision a week commences on Tuesday of each week and ends at 11:59 pm on Monday.

5. The DNR shall provide the Agent with instructions for the transfer of funds from the Agent Account to the State Treasury and instructions for reconciling any differences between the Agent and the DNR regarding the amount of said transfer.

VII. AUTHORIZED REPRESENTATIVE OR SUCCESSOR:

For the purposes of this Contract, the DNR's authorized representative is:

Jeannine Johannsen
Department of Natural Resources
500 Lafayette Rd, St. Paul, MN 55155
Email: ELSAgentManagement.DNR@state.mn.us

For purposes of this Contract, the Agents authorized representative is the Authorized Representative listed on page one (1) of this Contract.

Either Party may change its authorized representative by providing written notice of said change to the other Party.

VIII. LIABILITY

The Agent shall be solely liable for all proceeds from the sale of Electronic Licenses including but not limited to losses incurred due to theft, credit card fees, credit card fraud, non-sufficient funds checks, non-payment, and counterfeit currency.

The Agent shall indemnify, defend and hold harmless the State and the DNR its agents or employees

from any third party claim or cause of action, including attorney's fees incurred by the state to the extent that it is caused by the Agent, its employees or assigns. This indemnification obligation does not apply to the extent the claim or cause of action is the result of the State's or DNR's negligence. This clause will not be construed to bar any legal remedies the Agent may have for the State's or the DNR's failure to fulfill its obligations under this Contract.

IX. ASSIGNMENT, AMENDMENTS, AND CONTRACT COMPLETE

A. Assignment.

This Contract may neither transfer nor assign any rights or obligations under this Contract without the prior written consent of the State. In the event the Agent sells its business this Contract shall be immediately suspended and terminated pursuant to Section III. Nothing herein precludes the Agent's business successor from submitting a request to enter into an ELS Contract with said successor.

B. Amendments.

With the exception of Section II, any amendment to this contract 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 contract or their successors in office. The Agent will notify the Authorized Representative in writing at least 30 days before any change of its business location, nature of business, or ownership.

C. Contract complete.

This contract contains all negotiations and agreements between the state and the agent. No other understanding regarding this contract whether written or oral may be used to bind either party.

X. GROUNDS FOR SUSPENSION OR TERMINATION:

A. Grounds for Suspension

Suspension of an Agent's rights to sell licenses as set forth in Section III.B may occur for any one of the following:

1. Provided false or misleading information on the Agent's application to the DNR.
2. While performing its duties as an Agent under this Contract, the Agent acted in a manner prejudicial to the public confidence in the integrity of the DNR.
3. While performing its duties as an Agent under this Contract, the Agent knowingly entered false or incorrect information, such as driver's license or public safety numbers, social security numbers, or firearms safety numbers, into a customer's file. In addition to termination of contract, may be charged with a misdemeanor.
4. Changed business location without proper notice to the DNR pursuant to Section V.A.3.
5. Failed to return equipment that has been replaced due to equipment malfunction or issuance of updated equipment set forth in Section V.C.
6. Used license dollars to supplement business cash flow.
7. Failed to comply with a term or condition of the Contract.
8. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an Agent of the DNR.
9. Upon any ACH fail.
10. For any other reason set forth in Minn. Stat. § 97A.485 subd 3.

B. Grounds for Termination

This Contract may be terminated pursuant to Section III.A for any of the following reasons:

1. Providing false or misleading information on the Agent's application to the DNR.
2. While performing its duties as an Agent under this Contract, the Agent acted in a manner prejudicial to the public confidence in the integrity of the DNR.
3. While performing its duties as an Agent under this Contract, the Agent knowingly entered false or incorrect information, such as driver's license or public safety numbers, social

security numbers, or firearms safety numbers, into a customer's file. In addition to termination of contract, may be charged with a misdemeanor.

4. Changed business location without proper notice to the DNR pursuant to Section V.A.3.
5. Failed to return equipment that has been replaced due to equipment malfunction or issuance of updated equipment as set forth in Section V.C.
6. Failed to account for materials and equipment for operation of the ELS as set forth in Section V.C.
7. Failed to comply with a term or condition of the Contract.
8. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an Agent of the DNR.
9. Failed to properly display license point of sale materials as set forth in Section V.A.4.
10. Failed to have the financial stability or responsibility to act as an agent including, but not limited to, evidence of inadequate accounting records or a failure to maintain sufficient funds from the sale of electronic licenses in the appropriate bank account set forth in Section V.A.8.
11. Misuse of ELS data. ELS data may only be used in the normal course of business for the use of processing ELS transactions set forth in Section XII.
12. Upon a third fail within a twelve month period set forth in Section III.A.
13. For any other reason set forth Minn. Stat. § 97A.485, subd. 3.

XI. AUDITS

The books, records, documents, and accounting procedures and practices of the Agent and its employees, agents, or subcontractors relevant to this Contract will be made available, and subject to examination by DNR, Legislative auditor, and State Auditor for a minimum period of six years from the date of transaction.

XII. DATA PRACTICES ACT

The Agent must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by DNR in accordance with this Contract, all data collected from members of the public under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agent in accordance this Contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Agent or the DNR.

XIII. AFFIRMATIVE ACTION (When applicable)

A. Agent Certification – Less Than 40 Employees

Pursuant to the requirements of Minn. Stat. § 363A.36, the Agent shall certify that: (a) the Agent has not had more than forty (40) full-time employees at any time during the twelve months preceding the date it submitted its response to the DNR; or (b) if the Agent has more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date the Agent submitted its response to the DNR, that it has an affirmative action plan pursuant to the requirements of Minn. Stat. § 363A.36 for the employment of minority persons, women and qualified disabled individuals approved by the State of Minnesota, Commissioner of Human Rights. If the Agent does not have forty (40) full time employees within the State Minnesota on a single working day during the previous twelve months preceding the date it submitted its response to the DNR, but has had more than forty (40) full-time employees on a single working day during the previous twelve months in the State in which it has its primary place of business, then (1) the Agent must have current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights, or (2) the Agent certifies that it is in compliance with federal Affirmative Action requirements.

B. Agent Certification – More Than 40 Employees

If the Agent has more than 40 full-time employees within the State of Minnesota on a single

working day during the previous twelve months. The Agent will comply with the following Affirmative Action requirements for disabled workers pursuant to the requirements of Minn. R. 5000.3550:

1. The Agent will not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Agent agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Agent agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of the Agent's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will be the DNR or the Agent's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employments, and the rights of applicants and employee.

5. The Agent will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement understanding, that the Agent is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

XIV. WORKERS' COMPENSATION

The Agent must be in compliance with Minn. Stat. § 176.181, subd.2, pertaining to workers' compensation insurance coverage. The Agent'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 or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

XV. ANTITRUST

The Agent hereby assigns to the State of Minnesota any, and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVI. JURISDICTION AND VENUE

The laws of the State of Minnesota thereto, will govern this Contract and executed amendments. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the State of Minnesota, Ramsey County District Court.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

1. AGENT

Agent certifies that the appropriate person(s) have executed the agreement as required by its articles, by-laws, resolutions or ordinances, and that, such articles by-laws, resolutions or ordinances have been forwarded to the Department of Natural Resources together with this Contract.

By: _____
(Authorized Signature)

Title: _____

Date: _____

2. DEPARTMENT OF NATURAL RESOURCES

By: _____
(With Delegated Authority)

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated by Materials Management Division

By: _____
(Authorized Signature)

Title: _____

Date: _____

Exhibit A

Issuing Fee Schedule

(as noted per contract Section IV.8)

Electronic License Sales and applicable fees can be found online at the Revisors Office.
(<https://www.revisor.mn.gov/>)

Minn. Stat. § 97A.485 – Most G&F licenses.
Minn. Stat. § 84.7945 – OHM Trail
Minn. Stat. § 84.8035 – ORV Trail
Minn. Stat. § 84.8205 – Snow Trail
Minn. Stat. § 84.9275 – ATV Trail
Minn. Stat. § 84.791 – Dup OHM Safety
Minn. Stat. § 84.86 – Dup Snow Training
Minn. Stat. § 84.925 – Dup ATV Safety
Minn. Stat. § 97B.025 – Dup Trapper Safety (Don't use)
Minn. Stat. § 97B.015 – Dup FAS
Minn. Stat. § 85.41 – X-C Ski
Minn. Stat. § 85.46 – Horse Pass

Minn. Stat. § 84.788 – OHM (Filing fee)
Minn. Stat. § 84.798 – ORV (Filing fee)
Minn. Stat. § 84.82 – Snow (issuing fee)
Minn. Stat. § 84.922 – ATV (Filing fee)
Minn. Stat. § 86B.415 – Watercraft (Filing fee)
Minn. Stat. § 86B.870 – Watercraft Title (Filing fee)

Minn. Stat. § 84.027 Subd. 15 (a)

(4) charge and permit agents to charge a convenience fee not to exceed three percent of the cost of the license to individuals who use electronic bank cards for payment. An electronic licensing system agent charging a fee of individuals making an electronic bank card transaction in person must post a sign informing individuals of the fee. The sign must be near the point of payment, clearly visible, include the amount of the fee, and state: "License agents are allowed by state law to charge a fee not to exceed three percent of the cost of state licenses to persons who use electronic bank cards for payment. The fee is not required by state law.";

#3.5



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director 
DATE: June 24, 2024
SUBJECT: Approval of the Root River State Trail "Trail Plan" prepared under the Memorandum of Agreement to Jointly Cooperate

The City of La Crescent entered into a Memorandum of Agreement to Jointly Cooperate with Houston County and the cities of Hokah and Houston in September of 2022. A committee of eight persons was appointed with two citizens representing each of the four governmental entities signing the MOA.

The Root River Trail Extension – Citizens Exploratory Committee has been meeting for the past 18 months and drafted a "Trail Plan" as called for in the MOA. Attached is a copy of the Trail Plan that was adopted on June 12th by the committee. The trail plan calls for several next steps, one of which is to proceed with the creation of a Joint Powers Agreement amongst the communities and the county.

The trail plan will be presented to the County Board on July 9th at a Worksession and again on July 16th for action. The cities of Houston and Hokah have also been asked to have an item placed on their July council agendas.

The city council is requested to approve the trail plan and authorize the City Attorney to draft a Joint Powers Agreement for the three cities and the county to consider..

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

Root River State Trail Extension Houston-Hokah-La Crescent



Root River Trail Extension - Citizen Exploratory Committee
Adopted Trail Plan
June 12, 2024



HOUSTON COUNTY
MINNESOTA



LaCrescent
MINNESOTA
Growing from River to Ridge

Houston, Minnesota

The Best of Bluff Country

Root River Trail Extension
Houston-Hokah-La Crescent
Trail Plan

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Appendix A – Memorandum of Agreement to Jointly Cooperate

Acknowledgements

Root River Trail Extension-Citizens Exploratory Committee

- Houston County – Joe Thesing, Ben Horn, Jason Kraft
- City of Hokah – Jake Olson, Kevin Walther
- City of Houston – Jay Wheaton,
- City of La Crescent – Dick Wieser, Larry Stryker

Houston County - Board of Supervisors

Allison Wagner, Board Clerk/Economic Development Director
Sam Jandt, Houston County Attorney
Eric Schmidt, County Surveyor

City of Houston – Mayor, City Council

Michelle Quinn, Clerk/Administrator

City of Hokah – Mayor, City Council

Lindsey Martell, Clerk/Administrator

City of La Crescent – Mayor, City Council

Bill Waller, City Administrator
Larry Kirch, Community Development Director

Hein Bloem, Houston County resident

Christina Peterson, Houston County resident

Resource Groups

- Bicycle Alliance of Minnesota
- Parks and Trails Council of Minnesota
- SMART – Southeast Minnesota Association of Regional Trails
- Minnesota Department of Transportation – Active Transportation Program
- Minnesota Department of Natural Resources State Parks and Trails

Plan Partners

There are multiple organizations and entities that contributed to the formulation of this Trail Plan. The primary plan partners are Houston County and the cities of Houston, Hokah, and La Crescent. Each of the entities contributed to the extent they were able with Houston County and the City of La Crescent being able to commit staff resources to the planning effort. All the entities contributed meeting facilities and were committed to exploring the possible extension of the Root River Trail by entering into a formal Memorandum of Agreement to Jointly Cooperate.

Executive Summary

The Memorandum of Agreement to Jointly Cooperate (MOA) signed by Houston County and the cities of Houston, Hokah and La Crescent allowed for the creation of an eight member citizens committee with two representatives from each governmental organization. The MOA called for the creation of a trail plan which would be drafted by the committee. The committee of citizens discussed the name of the committee and came up with the Root River Trail Extension – Citizens Exploratory Committee (RRTE-CEC). The committee had no illusions that a trail would ever be built but that one was generally a desirable thing for the county, the three cities and for southeast Minnesota. The committee specifically used the word “Exploratory” to underscore the 40 years of previous efforts and that if a trail was a certainty, it would have been completed already.

This trail plan is an exploration of the previous planning efforts and a path forward for the possible extension of the Root River State Trail. In reviewing the previous three master planning documents, the most recent in 2011 regarding the specific extension from Houston to La Crescent, the committee noted that an ad hoc group met for 12 years before becoming part of the County Economic Development Authority as a subcommittee. That subcommittee met from 2004 to 2010 when a more formal master planning process was undertaken in 2011 which resulted in a master plan that was approved and one that meets the statutory requirements in Minnesota.

The RRTE-CEC met for a little over a year to formulate a process for preparing the “trail plan.” The trail plan was open-ended under the MOA as to its content and format. The committee determined that the trail plan, under the MOA, need not take 12 years or even seven years and that the 2011 Root River State Trail Extension Master Plan Houston to La Crescent, 2011 was the approved plan and that a committee trail plan would simply augment that master plan. The trail plan updates what has transpired over the last 12-13 years and provides community members and state and federal agencies and other stakeholders with a renewed path forward with the most likely action that the trail would be pursued in phases.

This trail plan acknowledges and confirms that the 2011 Master Plan is approved and there is no need to recreate that plan. The next step for the communities is to move forward on the implementation of the 2011 Master Plan by having conversations with landowners and working in partnership with the three communities and the county.

This plan does not indicate which segment of an extension to the Root River State Trail would be built first, just that there is a concerted effort over the long term to see the project completed. Trail development and construction can take decades. For example, the recently completed Wagon Wheel Trail in La Crescent took 21 years from conception to completion. The final segment was the construction of the bicycle-pedestrian bridge over U.S. Highways 14/61 in 2023. For the Root River State Trail, the original land acquisition from the railroad took place in the late 1970s was born in controversy and concern. Discussions regarding completing the Root River State Trail have gone on for more than 40 years. The RRTE-CEC firmly believes that connecting communities within a region is good for the communities and for visitors.

Introduction

The cities of La Crescent, Hokah and Houston have long desired to connect their communities utilizing the Root River State Trail. Houston County has supported the trail extension in a variety of ways over the years as well. The Minnesota DNR finalized a Trail Master Plan in 2011 for the extension of the trail. However, completion of a trail has been complicated for a variety of reasons including wetlands, floodplain, habitat restoration areas, wildlife management areas, MnDOT right-of-way, railroad right-of-way, federal and state ownership, private ownership, and others. A model for completing the existing Root River State Trail was through a Joint Powers Agreement amongst cities in Fillmore County.

The City of La Crescent and Houston County have allowed their staff to co-lead the coordination of trail planning efforts. The Root River Trail Extension-Citizens Exploratory Committee works alongside La Crescent's Community Development Director and Houston County's EDA Director. An eight-member citizen committee makes up the RRTE-CEC and represents the three cities and county all working toward developing a plan and strategy to complete the trail.

The value of the Root River State Trail to the region as a recreation corridor and economic driver is well known. In the short time since the opening of the Wagon Wheel Trail Bridge in La Crescent, there has been a visible and dramatic increase in people biking and walking in the community. The business community has confirmed that the increased bicycle and pedestrian use has had a positive impact on their businesses. Through careful planning and project management, it is hoped that an agreed upon Root River Trail corridor can be identified and pursued over a number of years. **The committee has stressed emphatically that any property acquisition or property interest be handled entirely through a willing seller/willing buyer approach.**

This "trail plan" is a requirement of the Memorandum of Agreement (MOA) to Jointly Cooperate executed by and between the County and the three cities. More information on the MOA is included in other sections of this document and a copy of the fully executed MOA is attached as an exhibit to this trail plan. The content of the trail plan was undefined by the MOA. The RRTE-CEC determined that there was not a need to recreate the 2011 DNR Trail Master Plan as that plan meets the Minnesota statutory requirements for preparation of state trail master plans. This planning document summarizes previous planning efforts, describes alternative routes within the corridor as well as provides an evaluation and recommendations for trail routing options. The trail plan presents options for funding the trail and working with property owners who are interested in seeing the trail come to fruition.

The idea of a trail extending from Fountain to La Crescent has been around for more than 40 years. The trail exists in Houston heading west. Positive impacts and negative feelings of the trail are well established. Previous trail planning efforts have included much public outreach over the last four decades.

This plan reaffirms the strong commitment to the willing seller/willing buyer approach to working cooperatively with any property owner who is interested in working with the three cities and county to bring a trail to reality. The trail plan also outlines the next steps for moving the plan forward.

Exploratory Committee Origin/Purpose/Function

The most recent effort to explore the possibility of extending the Root River Trail began in 2020 with a meeting between the City of La Crescent, Houston County and the Minnesota DNR. At that meeting there was discussion of past efforts and the best way to move forward. The outcome of the meeting was that a Joint Powers Agreement should be drafted and pursued by the communities. The City of La Crescent offered to commit staff resources to the project.

Tragically, the City of La Crescent's Community Development Director, Terry Erickson, passed away in a mountain biking accident in Winona in June of 2021. Terry's passing was a loss to the Winona community, Southeast Minnesota, La Crescent, and this project. Terry was involved for several years in La Crescent and assisted the city in many projects including obtaining funding for the Wagon Wheel Trail. With the loss of Terry, the Root River Trail extension project stalled until mid-2022.

In 2022, Houston County and the City of La Crescent began discussions to create a Joint Powers Agreement. The discussions were primarily between the County Attorney and City Attorney. The result of the discussions was the formulation of a Memorandum of Agreement to Jointly Cooperate. The MOA was executed in September of 2022 by the City of Houston, City of Hokah, City of La Crescent and Houston County. In October of 2022 each entity appointed two members to serve on a committee to create a "trail plan." The committee began meeting monthly in the Fall of 2022.

Early on, the committee reviewed the MOA and conducted a tabletop workshop to create a game plan for creating the trail plan. The committee agreed to work by consensus, did not create a chair or vice chair and did not create bylaws. The committee felt that time was better spent on the trail plan rather than administrative process. The task at hand was the trail plan. The committee agreed to name the committee the Root River Trail Extension – Citizen Exploratory Committee. The committee chose that name because the committee felt that the creation of a trail was not a forgone conclusion and that the committee was simply exploring the completion of a trail system. That exploration would come through drafting a trail plan.

The committee approved a Project Charter which spelled out the role of each community, the role of the committee and the role of staff. The committee next worked on a Fact Sheet and the City of La Crescent created a web page on the city's site to post information and resources for the project. The Committee spent several meetings looking at aerial photos and ownership information in the trail corridor. After meeting for approximately 18 months, the committee decided on the table of contents of the trail plan and to have staff draft a planning document. This document serves as the "trail plan" that is a requirement of the MOA.

History-Background of Trail/ Previous Trail Planning Efforts

The Root River State Trail was authorized in 1971. In 1979, the Chicago, Milwaukee, Saint Paul and Pacific Railroad was abandoned and therefore the trail planning could be undertaken. The DNR ultimately acquired 49 miles of the 100-mile corridor. Fifteen of those 49 miles were designated as a Scientific and Natural Area. Thirty-five miles were made into the Root River State Trail from Fountain to the Money Creek Woods. The balance of the abandoned rail corridor was transferred to the abutting property owners.

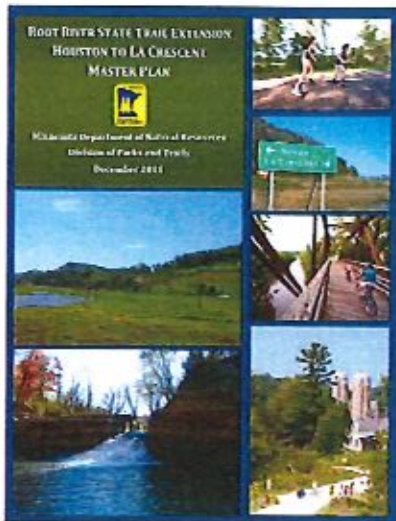
A 6.7-mile extension of the Root River State Trail to Houston was made part of a subsequent planning effort in 1998, nearly 27 years after the original authorization of the trail (Houston Extension of the Root River State Trail Master Plan, 1998). The trail was constructed in 1999 to the Houston Trailhead Park and Houston Nature Center. This extension brought the trail to a total of 41.7 miles in length and when added to the Harmony-Preston Valley trail brought the total trail length to 59.2 miles.

The Root River State Trail was constructed where the state kept ownership and was not completed east of Houston where the property was transferred to abutting property owners.



Root River State Trail Extension Master Plan – Houston-to La Crescent, 2011

In December of 2011, the Minnesota Department of Natural Resources approved the Root River State Trail Extension Master Plan. The master plan fulfilled the requirements of Minnesota Statutes, Section 86A.09 for the administration of the extension of the Root River State Trail. The plan covered the distance from the existing trail terminus in Houston to La Crescent. The trail extension was authorized in Minnesota Statutes, Section 85.015, Subdivision 7 in 1992 as one part of the Blufflands Trail System. As noted in the plan, groups in Houston County began working with the Minnesota DNR in 1992 to extend the trail. In 2004, the informal group was formed as a committee under the county's Economic Development Authority (EDA). That committee (the Houston County Trails Subcommittee) met for five years. The 2011 planning process and resulting plan evolved from that 5-year effort by the Houston County Trails Subcommittee and was folded into the Master Plan.



The 2011 Master Plan for the extension of the Root River State Trail consists of seven chapters. Chapters are devoted to the planning process, purpose and scope; potential trail uses; trail alignment in segments/subsegments; trail management, natural resources, history and cultural resources; and implementation. This document intentionally does not try to recreate the existing approved Master Plan and the reader is encouraged to peruse the 2011 Master Plan which can be found on the City of La Crescent's RRTE-CEC webpage as well as on the Minnesota DNR trails website.

Throughout the last forty years, there has been both positive and negative viewpoints to the extension of the trail system. As the plan notes "Concerns were addressed regarding many issues with trails on private property: liability, trail maintenance, wildlife management, hunting, and safety issues. Other topics included avoiding displacement of rare species and whether a trail would bring economic benefits to the area." The central issues remain, trails on private property, liability, hunting, trespass, and safety. Displacement of rare species or more aptly, habitat loss, will be mitigated as it is a requirement of any trail construction.

The economic benefit of trails is undisputed. Minnesota now has 588.5 miles of paved state trails. Nation-wide there are 25,000 miles of these types of trails with another 9,000 miles being planned. A coast-to-coast 3,700-mile-long Great American Rail Trail is coming closer to reality. Communities are still clamoring for trail extensions to their communities. Rampant crime does not happen on the trails. Community members who did not want the trail eventually say that they were wrong. A good example is a high school class-project video from the community of Lanesboro where an outspoken trail critic, comes around to facts not fears. The trail is a good thing for their community.

How does a private property owner then co-exist with a trail and avoid liability, possible trespass issues and safety concerns? The answer lies along those 588.5 miles of existing paved trails, 41.7 of which are in the Root River Valley. The issues are real but the answer is that, the issues are manageable or not as

bad as feared. The 212-page Root River Trail Master Plan from 1983 also provides a detailed illustration of the careful consideration that was given to abutting property owners to evaluate trail impacts to properties along the trail. The 1978 plan gives ample illustration how the state worked closely with private property owners to relocate trail sections to both the benefit of the property owner and trail user.

As the 2011 Master Plan states, the recommended trail uses are the same as the rest of the Root River State Trail and include; bicycling, hiking, walking, running, X-country skiing, and similar uses. These user groups are recreation enthusiasts and good stewards of outdoor recreation facilities. Hunting will be allowed except where regulated by community ordinances. Snowmobiling will be allowed between Houston and Miller's Corner. Snowmobiling is generally not viewed as compatible with winter silent sports like cross country skiing, snowshoeing, fat tire biking, walking and could only be done if speeds were regulated and policed. Horseback riding will be accommodated on portions of the trail where sufficient right-of-way is available.

Public Outreach – 2023-24

The extension of the Root River State Trail to Hokah and La Crescent had its origins in 1992 with a Houston County subcommittee of the Economic Development Authority in 2005. That subcommittee met for approximately five years. Meetings were posted and open to the public. The 2011 master planning process for the extension of the Root River State Trail had two public meetings to gain input on the master plan. The summary of public comments is included in the appendix to the 2011 master plan.

2011 Root River State Trail Extension Houston to La Crescent Master Plan Process Chart

Trail Planning Process Chart

Who's Involved

- Houston County EDA Trails Subcommittee
- National Park Service
- US Fish and Wildlife Service
- University of Minnesota
- DNR Resource Managers
- Community Leaders
- Scenic Byways
- Elected Officials
- Other Agencies
- Citizens
- Adjacent Landowners
- Trail Users

The 2011 approved DNR approved master plan involved the list of communities, agencies, community leaders, landowners and the general public presented in the chart.

Under the MOA for this Trail Plan, it was understood that public outreach continues to be a basic requirement of any trail planning process. Early in the planning process, during a roundtable discussion, the following stakeholders were identified: Houston County, the three cities, townships, landowners, Southeast Minnesota Association of Regional Trails (SMART), Minnesota Parks and Trails Council, Bicycle Alliance of Minnesota, Harmony Trails Commission (Gabby Kinneberg, President – Preston), Root River Trail Towns, Bluff Country Scenic Byway, MnDNR, MnDOT, U.S. Fish and Wildlife, Rails to

Trails Conservancy, CPKC Rail, snowmobile clubs, landowners, Houston County residents, County Engineer, La Crescent Chamber of Commerce and Tourism, Houston Chamber Commerce, Houston Nature Center, National Owl Center.

The City of La Crescent created a resource page on the city's website under the City Government Tab, and under the Root River Trail Extension-Citizens Exploratory Committee: [Root River Trail Exploratory Committee \(cityoflacrescent-mn.gov\)](http://cityoflacrescent-mn.gov) for the work of the committee and a repository of information related to the Root River State Trail. Information includes the agendas and minutes from the committee meetings, copies of the 1983, 1988 and 2011 DNR Master Plans, the MOA, a Frequently Asked Questions information sheet, and committee member information.

The draft and final Trail Plan will be posted on the committee webpage. Public input from the general public and stakeholders will be summarized in the document. The MOA requires that the Trail Plan be presented to the County Board and the city councils of the three cities.

Alternative Routing

The 2011 Root River State Trail Master Plan to extend the state trail from Houston to Hokah to La Crescent broke the 18 miles of possible trail into five segments. The segments include connections between La Crosse and La Crescent and connections within La Crescent as Segment 1. The Wagon Wheel Trail from the West Channel Bridge/Sportsman Landing to downtown La Crescent took over 21 years to complete with multiple funding sources and years of grant writing. Segment 2 is the segment between the Wagon Wheel Trail/Bridge and Miller's Corner. The master plan recommended the trail be placed between Highway 26 and the Kansas City and Southern Rail Road (now CPKC) tracks along the east side of the highway.

The City of La Crescent has completed four phases of the Wagon Wheel Trail and the City of La Crosse, with federal money, is building a bicycle-pedestrian bridge across the West Channel of the Mississippi providing a safer and more direct route from/to Wisconsin's state trail system and La Crosse's city trail system. The City of La Crescent completed an Active Transportation Action Plan in 2023 to assist in determining a safe route from the Wagon Wheel Bridge to Miller's Corner. That plan confirmed the route identified in the 2011 Master Plan, a route between the highway and the rail road tracks with a separated path. The city then sought funding at the end of 2023 to build a portion of the path from the Wagon Wheel trail to S. 14th Street with federal Transportation Alternatives (TA) funds. That project was not funded but the city will continue to seek funding for a multi-use path to Miller's Corner. Segment 2 can be broken down into one or two phases depending on funding availability and coordination between the CPKC railroad and the County, City of La Crescent and the Minnesota Department of Transportation.

Segment 3, between Miller's Corner and Hokah, does not have a preferred trail alignment identified. The three options remain the same, use of the former rail corridor for most of the route as well as Minnesota Highways 16 or 26/County Road 7 in the state or county right-of-way. Close coordination with Houston County, the state DOT, property owners, the U.S. Fish and Wildlife Service and the DNR will be needed to acquire and construct a trail. Connections within Hokah are part of Segment 3.

Segment 4, connects Hokah and Mound Prairie. The most desirable, from a trail user perspective and natural area perspective is to use the abandoned rail corridor. Segment 5, lies between Mound Prairie and Houston. Potential alignments include the general corridor of the abandoned rail corridor, to highways and along the Root River.

As noted in many other sections of this trail plan, working cooperatively with landowners, local government and state and federal agencies is a necessary component of finalizing any of the segments. Routing will be determined by evaluating the 2011 Master Plan and informal conversations and formal discussions with all the property owners whether private or publicly owned. The challenge here is to align the desire by some to create a complete trail system and landowners seeing a benefit. Benefits could be looked at in terms of health and wellness, social connections and economic impact. Impacts or imposition to landowners include possible trespassing, loss of usable land, intrusion near homes, among other perceived or real negative impacts.

Method for Acquiring Property

At the outset of the committee meetings, the committee participants unanimously agreed that any property acquisitions would be done without condemning property. The committee was adamant in this fundamental parameter or principle. The committee reflected on the past use of condemnation in the Root River Valley to acquire property and the committee unequivocally rejected the notion that condemnation would be used. While condemnation is typically associated with government overreach, there may be tax advantages to a property owner whose property is condemned in terms of acquiring a replacement property. Regardless, the committee decided to take this off the table and any property acquisitions for trail purposes would only be done with willing buyer/willing seller approach.

The committee also discussed the history of property acquisition discussions/activities in the Root River Trail corridor. In previous discussions, if there was opposition to the acquisition of a piece of property in the corridor, it seemed to put the entire trail project on indefinite hold. The committee determined that if there were willing sellers in the overall corridor, the acquisition should move forward. The completion of a trail will never occur if the project is stopped because of 1 or 10 property owners not wishing to participate. For example, if there were 100 parcels to acquire and 10 property owners were not interested in selling, the committee stated that the other 90 properties should be acquired through the willing seller/willing buyer approach. In this way, the committee felt that alternative properties such as road right-of-way would then be pursued for acquisition. Just as there is highway right-of-way used from Houston to Rushford, that may have to be the case with segments from Houston to La Crescent.

Typically, property acquisition starts with a conversation. Is a property owner interested or not? Perhaps they are not interested in selling now but maybe someday? Or yes, I will sell if my neighbor sells or, sure, if you can get that strip from DOT, I will work with you. If you can go around at the edge of my field, then I will think about it. Regardless of the positive or negative interest, an outright purchase may not be necessary. Maybe the owner will give a right of first refusal that would give the buying entity the first right to match an offer if the property is ever sold. Property owners also have the ability to donate or sell permanent easements for trail segments. An easement or outright sale of land gives the property owner assurance that they are not liable for accidents or injuries on the trail as an easement can provide for recreational immunity to the underlying property owner. Each property owner has to decide for themselves if they are a willing seller or not. There may be tax benefits for an owner who donates property or donates an easement for trail purposes.

Readers of this Trail Plan should know that the Root River Trail Extension – Citizens Exploratory Committee would like to hear from landowners of their interest or non-interest in selling a parcel or selling an easement for trail purposes.

The committee discussed ways to purchase or obtain an “interest” in a property.

- 1) Granting a Right of First Refusal to a buyer
- 2) Entering into an Offer to Purchase with a buyer
- 3) Executing a Purchase Agreement with a buyer
- 4) Granting a permanent easement to a buyer

The actual transfer of the fee title to a property is typically done via a Warranty Deed or Quit Claim Deed. Some land is purchased/sold on a “Land Contract or Contract for Deed” where the transaction is completed once the final payment is made.

As part of the discussion of ways to acquire property, the following general real estate transfer methods were briefly mentioned. The project is a very long way out from acquiring any property and it was noted that the Trail Plan had to be approved by the County and the three cities before the project moves along. There is no funding for acquiring any property at present and one of the Trail Plan’s next steps is the identification of possible funding sources for the acquisition and construction of the trail.

Trail Implementation Funding Options

The 2011 master plan does not provide a list of possible funding sources but simply states that “State trails are typically funded through a variety of sources that include state bonding appropriations, federal Transportation Enhancement (TE) funds and federal trail grants.” The landscape for funding has improved in recent years with the advent of Federal Transportation Alternatives (TA) funds, and federal discretionary transportation programs such as RAISE funds, Safe Streets 4 All funds, and Connected Communities funding. Additionally, the Federal Highway Administration has launched the Active Transportation Infrastructure Investment Program (ATIIIP) which funds projects that have to have a minimum application of \$15 Million dollars.

For many state trails, the most likely source for trails has been through the State of Minnesota Capital Budget process either as a request by state agencies or local government. This funding source is known as state bonding appropriations or “State Bonding Bill” funding approved by the state legislature every other year. The Minnesota DNR also has several trail grant programs and grants for park improvements that could be used in a city park for trail head improvements. Federal trail grants (through the MnDNR) are now available through the reauthorization of Land and Water Conservation Fund (LAWCON), funding which hadn’t been funded for over a decade.

With funding for trails being a competitive process along with funding constraints, it is likely that land acquisition for the trail will take several years. Funding for the construction of a trail will take multiple years and will very likely have to be done in phases. Most trails now are funded in phased segments as projects are generally too big to fund all at one time. This will be the case with the extension of the Root River State Trail. The trail can logically be broken down into phases with funding coming over multiple years.

The committee will collectively work to seek funding for land acquisition and construction over the next several years.

Trail Plan - Next Steps

The draft plan will be presented to the governing bodies of Houston County and the cities of Houston, Hokah, and La Crescent. Once that step is complete, it is recommended that Houston County, the City of Houston, the City of Hokah, and the City of La Crescent enter into a Joint Powers Agreement. This is the method that is most commonly (routinely) used in Minnesota by many communities who wish to work together to complete a multi-use recreational trail between their communities.

The 2011 Master Plan outlines nine next steps.

1. Complete the master plan.
2. Explore feasibility of each alignment (alignment within each segment).
3. Initial informal landowner contact.
4. Formal landowner contact; complete acquisition process.
5. Seek funding.
6. Trail engineering and design.
7. Construction on one or more segments, while the processes of negotiation and design continue on others.
8. Ongoing maintenance and stewardship.
9. Orientation and Interpretation (signage and kiosks).

Some of these next steps are complete while others are part of the design and construction phase and considerations for long-term maintenance and installation of wayfinding and cultural and natural resource informational kiosks. Item #1 is complete. Items #2, 3, and 4 are really one step. The feasibility of any trail alignment begins and ends with landowner conversations. Item 5, funding can be sought for land acquisition now and funding for construction can be applied for as property is secured for a particular phase. For item #6, this item tends to precede funding as funders want to see that preliminary engineering and design is already complete for a particular phase. Items 7 and 9 are typically done in tandem as construction must include signage for safety and funding can be sought for installation of wayfinding and kiosks for interpretive signage. Ongoing maintenance and stewardship (Item #8) will primarily be a state responsibility (DNR/DOT) for portions of a trail segment that are owned and operated by the state, whereas there may be some trail segments that are city or county maintained.

Other recommendations to keep the plan moving forward include:

- Continue regular meetings of the RRTE-CEC under the Joint Powers Agreement
- Proactively support La Crescent's efforts to obtain Federal funding to complete a trail segment from the Wagon Wheel Bridge to Miller's Corner
- Work on steps 2,3, 4, and 6 while seeking funding
- Continue to engage with all divisions within the Minnesota DNR, MnDOT and the U.S. Fish and Wildlife Service
- La Crescent and Hokah should become a member of the Root River Trail Towns organization
- Each community should join and maintain membership in the Southeastern Minnesota Association of Regional Trails (SMART)
- Each community should join and maintain membership in the Parks and Trails Council of Minnesota

Appendix A
Memorandum of Agreement to Jointly Cooperate

Root River Trail Extension -
Citizen Exploratory Committee
Adopted Trail Plan - June 12, 2024

Houston County
Cities of Houston, Hokah, La Crescent

City of La Crescent – Council Meeting

June 24, 2024



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Houston, Minnesota

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Root River Trail Extension - Citizen Exploratory Committee - **Adopted Trail Plan**

- Exploratory Committee Origin/Purpose/Function
- History-Background of Trail/Previous Planning Efforts
- Root River State Trail Extension Master Plan – Houston to La Crescent, 2011
- Public Outreach – 2023/24
- Alternative Routing
- Method for Acquiring Property
- Trail Implementation Funding Options
- Next Steps



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Exploratory Committee Origin/Purpose/Function

- Discussions in 2020 - La Crescent, Houston County and the Minnesota DNR
- Formulation of a Memorandum of Agreement to Jointly Cooperate/executed September 2022
- October 2022 - eight citizen members appointed to create a "trail plan"
- Monthly meetings started - Fall 2022
- Created Project Charter, FAQs, Project Webpage, Trail Plan table of contents
- Completed Trail Plan over 18 months



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History-Background/Previous Planning Efforts

- ▶ RRT authorized in 1971
- ▶ 1979, Chicago, Milwaukee, Saint Paul and Pacific RR abandoned
- ▶ State acquired 49 of 100-mile corridor. 15 of 49 miles designated as SNA. 35 miles completed from Fountain to Money Creek Woods. Balance was transferred to abutting property owners.
- ▶ 1983 Root River State Trail Plan
- ▶ 1998 Houston Extension of the RRST Master Plan
- ▶ 2006-2011 Houston County EDA led effort
- ▶ 2011 RRST Extension Master Plan – Houston-to La Crescent
- ▶ 2011-2020 – no organized effort



HOUSTON COUNTY
MINNESOTA



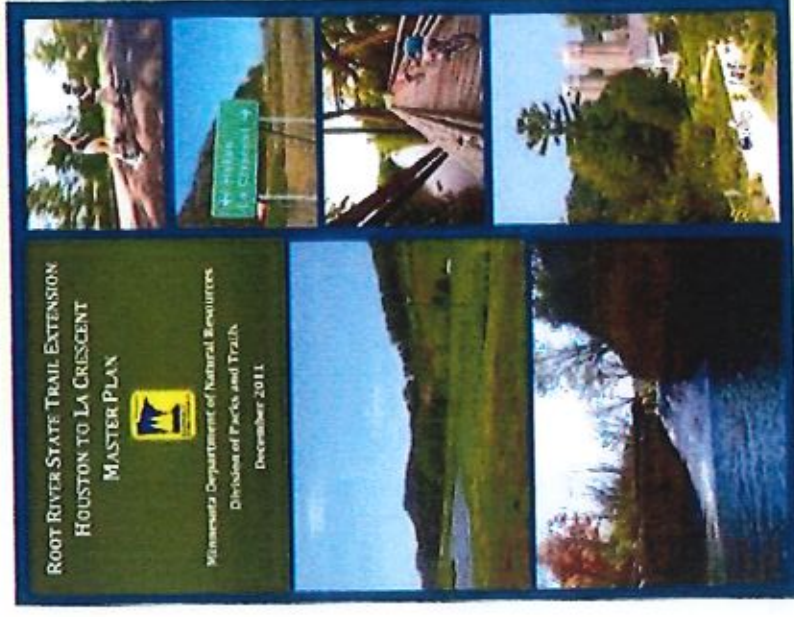
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Root River State Trail Extension Master Plan – Houston to La Crescent, 2011

- Recognized/Approved Plan
 - per state statute
- MOA “Trail Plan” does not duplicate/replace state recognized plan



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Public Outreach – 2023-24

- No public outreach so far for this “Trail Plan”
- Public outreach to Townships
- Public outreach occurred during 2011 plan formulation



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Alternative Routing

- No specific alignment has ever been identified
- Many owners – Private, MnDOT (right-of-way, mitigation site on CR 21), MnDNR (WMA, SNA), U.S. Fish and Wildlife, Railroad (CPKC), cities, County, others...
- 18 miles from La Crescent to Houston - 5 segments
- 1) Wagon Wheel Trail
- 2) La Crescent/Miller's Corner
- 3) Miller's Corner/Hokah
- 4) Hokah/Mound Prairie
- 5) Mound Prairie/Houston



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Method for Acquiring Property - No Condemnation

- ▶ Land wide enough for trail/drainage - 20-40 feet wide
- ▶ DNR/U.S. F&W, Miller's pond, existing/former RR right-of-way
- ▶ Road/Highway right-of way
- ▶ Land along a fence line/snowmobile corridor
- ▶ Can be just an easement or actual land purchase
- ▶ Donation for tax purposes of easement or land
- ▶ Acquire what's available



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Houston, Minnesota

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Trail Implementation Funding Options

- Purchase, Planning, Construction funds
- Federal trail grants (LAWCON reauthorized)
- State Bonding Bill
- DNR park grants for trail heads/parking/signage
- Federal DOT Discretionary grants (RAISE grants, Connected Communities, **ATIIP**, Transportation Alternatives
- MnDOT Active Transportation Grants
- Combination of multiple funding sources



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Next Steps - cities and County to approve Trail Plan

- ▶ Execute a Joint Powers Agreement
- ▶ Continue regular meetings of the RRTE-CEC
- ▶ Proactively support La Crescent's efforts to obtain Federal funding from the Wagon Wheel Bridge to Miller's Corner
- ▶ Explore feasibility of each alignment/segment
- ▶ Engage landowners & MN DNR, DOT and U.S. F&W Service
- ▶ Join and Maintain Organizational Memberships:
 - ▶ La Crescent and Hokah - Root River Trail Towns organization
 - ▶ Southeastern Minnesota Association of Regional Trails (SMART) (\$25.00)
 - ▶ Parks and Trails Council of Minnesota (\$35.00)
 - ▶ Others – Rails to Trails Conservancy



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Questions?

On behalf of the Citizens Exploratory Committee

Thank you!

Larry Kirch, Community Development Director
City of La Crescent



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Growing from River to Ridge

Houston, Minnesota

The Best of Bluff Country

3.6



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director 
DATE: June 24, 2024
SUBJECT: Minnesota Department of Public Safety ARMER Equipment Grant

The Minnesota Department of Public Safety, Emergency Communications Networks division has announced the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant. The city Police Department has a need to upgrade its mobile and base radios and will apply for a grant by the June 28th deadline. The city is required as part of the grant application to commit to the five (5) percent match as part of the application process. The attached resolution commits the city to up to \$2,000.00 as match for a grant request of \$40,000.

The council is asked to approve the resolution.

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

RESOLUTION NO. 06-24-20

A RESOLUTION AUTHORIZING COMMITMENT OF MATCHING FUNDS FOR A
MINNESOTA DEPARTMENT OF PUBLIC SAFETY 2024-2026 ARMER EQUIPMENT GRANT
FOR THE CITY OF LA CRESCENT, MN

WHEREAS, the Minnesota Department of Public Safety, Emergency Communications Network division has funding available for the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program; and

WHEREAS, the City of La Crescent has a demonstrated need to replace existing radios and radio accessories to maintain current operations as well as to procure redundant radios and radio accessories as back-up equipment to maintain reliable communications; and

WHEREAS, the City of La Crescent has limited budgetary resources and will therefor request in its application up to \$40,000 for the city's radio needs which requires a five (5) percent city match; and

WHEREAS, the city desires to be proactive in seeking funding to properly maintain its radio communication system.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of La Crescent that it hereby authorizes the submittal of an ARMER Equipment Grant application to the Minnesota Department of Public Safety and commits to funding up to \$2,000 as a required match which is five percent of the grant request.

Adopted this 24TH day of June, 2024

City of La Crescent

Mike Poellinger, Mayor

Attest: _____
Angie Boettcher, City Clerk



2024-2026 ARMER Equipment Grant Program Request for Proposals

May 14, 2024

Grant Overview

The Department of Public Safety, Emergency Communication Networks division (DPS-ECN) requests proposals to the 2024-2026 Allied Radio Matrix for Emergency Response (ARMER) Equipment Grant Program. Through this grant program DPS-ECN provides grant funding to support the purchase and upgrade of radio equipment for local, Tribal, and state agencies participating in the ARMER radio system. DPS-ECN consults with the Statewide Emergency Communications Board (SECB) to administer this grant.

Available Funding and Grant Period

\$4,000,000 is available to fund approximately 100 awards, estimated to average \$40,000 each to eligible applicants.

The term of the grant period is anticipated to be from October 1, 2024 to March 31, 2026.

Funding will be allocated through a competitive process with review by a committee representing content and community specialists with regional knowledge. Award announcements will be made in August 2024. No grant expenses may be incurred until a grant contract agreement is fully executed.

Eligible Applicants

Eligible applicants include:

- Local units of government
- Federally recognized Tribal entities
- State agencies participating in the ARMER system

Each local government unit is eligible to receive only one grant. Counties, cities, or other eligible entities with multiple departments or subdivisions participating in the ARMER system are encouraged to collaborate and submit only one grant application. Eligible applicants must maintain a vendor number in the Minnesota Statewide Integrated Financial Tool System (SWIFT).

Multi-organization collaboration is welcomed but not required for this grant. Collaborative proposals must identify the lead grantee organization and the names of the organizations that will be receiving sub awards.

Eligible Expenses

Authority for this grant program is provided to DPS-ECN in the [2023 Minnesota Session Laws, Chapter 52, Article 2, Section 3, Subdivision 9\(e\)](#):

(e)Statewide Public Safety Radio Communication System Equipment Grants

\$2,000,000 each year from the general fund is for grants to local units of government, federally recognized Tribal entities, and state agencies participating in the statewide Allied Radio Matrix for Emergency Response (ARMER) public safety radio communication system established under [Minnesota Statutes, section 403.36](#), subdivision



1e. The grants must be used to purchase or upgrade portable radios, mobile radios, and related equipment that is interoperable with the ARMER system. Each local government unit may receive only one grant. The grant is contingent upon a match of at least five percent from nonstate funds. The director of the Department of Public Safety Emergency Communication Networks division, in consultation with the Statewide Emergency Communications Board, must administer the grant program. This appropriation is available until June 30, 2026. This is a onetime appropriation.

The priority of this grant is to provide funding for the purpose of purchasing ARMER system radios and radio accessories. High-priority applications are those that apply for this grant with the intent to purchase radios and/or radio accessories. Applicants may also apply for the purchase of radios and/or radio accessories that expand the capabilities of the applicant including but not limited to adding or expanding access to encryption-capable radios or UL-approved radios. Projects considered should propose at least one of the following:

- Purchase of new radios or radio accessories adding capabilities that are not currently available to the applicant.
- Replace existing radios or radio accessories, to maintain current operations of the applicant.
- Replace radios or radio accessories that is failing or has failed, to meet requirements of the existing ARMER system that are no longer being met by the applicant.
- Procure redundant radios or radio accessories, in the case that existing equipment fails.
- Other related purchases, as described by the applicant and considered by DPS-ECN on a case-by-case basis.

Ineligible expenses include but are not limited to:

- Fundraising.
- Taxes, except sales tax on goods and services and payroll taxes.
- Lobbyists, political contributions.
- Bad debts, late payment fees, finance charges, or contingency funds.
- Parking or traffic violations.
- Transportation and travel expenses.
- Systematic ARMER capability upgrades or tower site upgrades.

A comprehensive list of generally eligible and ineligible expenditures for all state grants are available in the ECN Grant Manual posted on the [ECN Grants website](#).

State's Right to Cancel

This grant opportunity does not obligate DPS-ECN to award a grant. DPS-ECN reserves the right to cancel the solicitation if it is considered to be in the entity's best interest due to a lack of funding, agency priorities, or other considerations.

Questions

Questions may be submitted by phone or email to Rebecca Roberts, ECN Grant Coordinator at 612-280-2456 or Rebecca.M.Roberts@state.mn.us. Please submit questions no later than 4:30



p.m. Central Time, on May 31, 2024. Answers will be posted on ECN's grant website within five business days.

Application Components

Applicants must submit the following in order for the application to be considered complete:

- Attachment A: 2024-2026 ARMER Equipment Grant Application Form
- Attachment B: 2024-2026 ARMER Equipment Grant Budget Workbook
- Supporting documentation as outlined in the above application.

Application Submission

All applications must be received no later than 4:30 p.m. Central Time, on June 28, 2024. If applications are mailed, they must be postmarked by June 28, 2024. Late applications will not be considered. The applicant will incur all costs incurred in applying to this RFP.

Applications may be submitted electronically via email or by postal mail to:

Rebecca Roberts, ECN Grant Coordinator
DPS-ECN
445 Minnesota Street, Suite 1725
St. Paul, MN 55101

Email: Rebecca.M.Roberts@state.mn.us

Public Data

Per [Minn. Stat. § 13.599](#)

- Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, data will be considered public when all the grant contract agreements have been fully executed.
- All data created or maintained by DPS-ECN as part of the evaluation process (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, data will be considered public when all the grant contract agreements have been fully executed

Application Screening and Review

DPS-ECN will establish a grant review panel for the purpose of reviewing and scoring grant applications. Panel members will consist of non-applicant organizations, ARMER subject-matter experts, Statewide Emergency Communications Board (SECB) members, state agencies, and other interested parties who do not have a conflict of interest with the grant or its applicants. DPS-ECN has conducted stakeholder engagement in order to establish this grant review panel consistent with State of Minnesota requirements. All panel members must complete a conflict of interest disclosure form as required by [Minn. Stat. §16B.98 Subd. 2-3](#) and [OGM Policy 08-01 Conflict of Interest in State Grant-Making](#) to be approved for participation in the review process.



Conflicts of Interest

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. §16B.98 Subd. 2-3](#) and [08-01 Conflict of Interest in State Grant-Making Policy](#).

Organizational conflicts of interest occur when:

- A grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- A grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to: revising the grant work plan or grantee duties to mitigate the risk, requesting the grant applicant submit an organizational conflict of interest mitigation plan, disqualifying the grant applicant from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

Competitive Priorities

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [OGM Policy 08-02](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. This grant aims to serve eligible entities participating in the ARMER system which demonstrate:

- Limited budgetary resources available to achieve the same purpose.
- Need to replace failing or failed ARMER radios or radio accessories in order to meet existing system requirements or baseline operational requirements.
- Large deployment or capability gaps, where the ratio between existing ARMER radio operations and need of the applicant shows a high disparity.
 - The applicant should demonstrate that these gaps impact the response time, response capability, or quality of emergency service for residents or visitors within the impacted area.

This grant will measure performance in serving entities identified above by reviewing information provided by the applicant such as:

- Funding and budgetary information.
- ARMER equipment inventories and operational needs assessments.
- Emergency services mapping.
- Evidence of coordination with other entities and interoperability assessments.
- Data-based comparison between the existing operating environment and ideal operating environment.

Phase 1: Screening

Applicants must meet the minimum requirements in order to be fully considered for this grant opportunity. Applications that do not meet this minimum criteria will not be eligible for award:



- Received by or postmarked by the due date and time: 4:30 p.m. Central Time, on June 28, 2024.
- Meet minimum eligibility including eligible applicant type, allowable expenditures, and evidence of match.
- Application is complete and includes
 - Exhibit A: 2024-2026 ARMER Equipment Grant Application.
 - Exhibit B: 2024-2026 ARMER Equipment Grant Budget Workbook.
 - Supplemental documentation as outlined in the above application.

Phase 2: Selection Criteria and Weight

Each application will be reviewed and scored by the grant review panel. Panel members will apply a score to each component listed below.

Maximum number of points for each application: 100

- Budget and Funding Information (25 pts possible)
 - Budget information to support the applicant's funding request (10 pts)
 - Evidence of applicant's budgeting process (5 pts)
 - Commitment to match (5 pts)
 - Description of other funding sources to meet the same need (5 pts)
- ARMER Equipment Inventories and Operational Needs Assessments (50 pts possible)
 - Current equipment inventory; ratio between current and proposed operations (20 pts)
 - Description of operational gaps to be met with the grant proposal (10 pts)
 - Project type indicates applicant is replacing equipment that is failing or has failed (10 points)
 - Commitment to maintenance and deployment plan for procured equipment (5 pts)
 - Meeting or exceeding local, state, or federal requirements (5 pts)
- Coordination Plan (15 pts possible)
 - Collaboration has taken place with other entities (10 pts)
 - Interoperability is considered in the grant proposal (5 pts)
- Supporting documentation (10 pts possible)
 - Supports request made in the grant proposal (10 pts)

The review committee will evaluate all eligible and complete applications received by the deadline. DPS-ECN will review all committee recommendations and is responsible for award decisions.

Phase 3: Award Announcement

Awards will be announced once scoring is complete, anticipated in August/September 2024. Funding will be awarded to the highest overall scoring applications. The DPS Commissioner or their designee will review and approve the recommendations prepared by the grant review panel prior to award. All applicants will receive either a letter of award notice or letter of denial. A summary of awards will be posted to the DPS-ECN website.

Records of all applicants will be retained in the event funds are returned or reallocated through the life of the grant. DPS-ECN reserves the right to offer grant amounts that differ from the applicant's request. The award decisions of DPS-ECN are final and not subject to appeal.



Phase 4: E-Grants Application, Pre-Award Risk Assessment, Financial Review and Grantee Capacity Review

The awarded grantee will be responsible for completing the application process in the [E-Grants Online Grant Management System](#). Participation in E-Grants is required in order to prepare and execute a contract with the State of Minnesota in order to utilize grant funds. ECN will provide directions to the grantees to complete registration and application using E-Grants alongside the notice of award. Grantees will upload their application and set up their grant budget to fulfill the requirements of the grant contract. As a final step in this process, ECN will conduct a risk assessment of the grantee for financial capacity as well as in regard to prior performance. These procedures will determine risk and monitoring outcomes for the active period of this grant.

Once these steps are complete, the contract will be made available for execution in E-Grants. Please note: **Applicants recommended for an award must wait until they receive the fully-executed grant contract before providing any services and before incurring expenditures.** Any expenses incurred prior to the full execution of the grant contract are not reimbursable and become the responsibility of the applicant/grantee.

Timeline

RFP posted on the DPS-ECN web site	5/14/2024
Questions due no later than 4:30 pm Central Time	5/31/2024
Responses to questions posted to DPS-ECN website	6/7/2024
Applications due no later than 4:30 pm Central Time	6/28/2024
Committee begins review of applications	7/12/2024
Committee recommendations submitted to DPS Commissioner for review	8/1/2024
Selected grantees announced; grant agreement negotiations begin	8/15/2024
Contract agreement process initiated in E-Grants	8/15/2024
Grantees undergo pre-award risk assessment	9/15/2024
Grantees and DPS execute grant agreement; grant period begins	10/1/2024

General Expectations of Grantees

All grantees are expected to comply with the following expectations in receipt of the award:

- Maintain a vendor number in the Minnesota Statewide Integrated Financial Tool System (SWIFT).
- Access grant documents and submit reports utilizing the DPS E-Grants System.
- Submit financial status reports (FSRs) and backup documentation on a quarterly basis at minimum and no more than monthly as directed in the ECN Grant Manual.
- Submit progress reports on a quarterly basis, as directed in the ECN Grant Manual.
- Complete sub-award certification and risk-assessment procedures as required by DPS.
- Retain documentation to support the expenditures related to the grant initiative described. Reimbursement must be based on necessary and applicable expenditures related to the program.



- Maintain a ledger to track the grant budget expenditures and payment reimbursements plus documentation that supports budget line-item expenses.

Grant Payments

Per [OGM Policy 08-08](#) reimbursement is the preferred method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless DPS-ECN has given the grantee a written extension.

Grant Monitoring

Agencies may choose to conduct grant monitoring per [OGM Policy 08-10](#). At a minimum, grantees are expected to submit progress reports and financial status reports quarterly.

Grantee Bidding Requirements

Grantees that are municipalities must follow:

- The contracting and bidding requirements in the Uniform Municipal Contracting Law as defined in [Minn. Stat. §471.345](#).
- The requirements of prevailing wage for grant-funded projects that include construction work of \$25,000 or more, per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The grantee must not contract with vendors who are suspended or debarred in MN:

[Suspended/Debarred Vendor Information](#).

Audits

Per [Minn. Stat. §16B.98](#) Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the Commissioner of Administration, the state granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination requirements for all Grantees

The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following:



employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#).

The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Voter Registration Requirement:

The grantee will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

Resources for Applicants

State of Minnesota General

[The Minnesota Office of Grant Management Policies](#): Policies created and maintained by the State of Minnesota Department of Administration's Office of Grants Management which standardize, streamline, and improve state grant-making practices, as well as aim to increase public information about state grant opportunities.

[SWIFT Vendor Resources](#): Every individual or organization conducting business with the state is considered a vendor. Grantees must be registered vendors in SWIFT in order to receive payments.

DPS-ECN Documents

Additional information regarding grant programs administered by ECN can be found on the [ECN Grants website](#). Applicants are encouraged to review the ECN Grant Manual.

[E-Grants Grants Management System](#): The grants management system for the Minnesota Department of Public Safety.

Contact Information

For more information about this grant RFP, contact:

Rebecca Roberts, ECN Grant Coordinator
DPS-ECN
445 Minnesota Street, Suite 1725
St. Paul, MN 55101

Email: Rebecca.M.Roberts@state.mn.us

Attachments

- Attachment A: 2024-2026 ARMER Equipment Grant Application Form
- Attachment B: 2024-2026 ARMER Equipment Grant Budget Workbook

#3.7



TO: Honorable Mayor and City Council Members

FROM: Bill Waller, City Administrator

DATE: June 20, 2024

RE: Review Cannabis Moratorium Ordinance and Call for Public Hearing

The City Attorney will review the process to consider a moratorium ordinance regarding cannabis, and recommend calling for a public hearing on July 8, 2024 to consider a moratorium ordinance.

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: June 20, 2024
RE: Personnel Committee Recommendations

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

1. On July 1, 2024, Tyler Benish will have completed his first year of employment as the City's Public Works Director. During the past year Mr. Benish has moved into his new role and performed the functions and duties of this new position in a positive manner. This was recently demonstrated by the work he completed to secure the City \$176,625.92 in disaster assistance from the 2023 flood event. Based on his performance it is recommended that effective July 1, 2024, Mr. Benish be moved from step 2 to step 3 in the Public Works Director salary schedule.
2. That the City Council approve a memorandum of agreement for the funding of the post-retirement health care savings plan. A copy of the memorandum of agreement is included. This agreement covers the City's supervisory employees that are not represented by a bargaining unit. The proposed agreement has been expanded to include the new positions of Public Works Director and City Clerk. The rate in the agreement that expired in March of 2024 had been a 100% payout for accrued and unused sick time. The rate in the proposed agreement is set at 60%, which is consistent with the terms in the AFSCME and LELS union contracts.
3. That the City Council increase the rate of pay for election judges. Currently, Head Judges are paid \$15 per hour and Election Judges are paid \$14 per hour. These hourly rates have been in place since 2011. It is proposed that beginning with the regular 2024 election cycle, that the rate of pay for the Head Judges be increased to \$18 per hour, and that the rate of pay for Election Judges be increased to \$16 per hour.

**Memorandum of Agreement
Funding of Post-Retirement Health Care Savings Plan**

Employees of the City of La Crescent (City) who are Directors who will participate in the Health Care Savings Plan (HCSP) administered by Minnesota State Retirement System (MSRS). All current and future Directors of the City will participate as outlined by this agreement.

This policy is effective beginning June _____, 2024 and will remain in force for 2 years or until renewed by the parties, whichever is later.

Directors include: City Administrator, City Finance Director, Chief of Police, Public Works Director, City Clerk, and Golf Course Superintendent.

The City will handle the administrative responsibilities of remitting and accounting for the employee contributions to MSRS. Contributions to the HCSP will be as follows:

1. 60% of accrued and unused sick time upon the termination of employment shall be payable into HCSP.

Individual members may neither increase nor decrease their contributions from the amount established by this agreement. All employees must participate as outlined by this agreement unless eligible to opt out of the Plan. The employee must apply for a waiver in a format approved by MSRS.

Upon the employee's death, contributions owed by not yet paid to the HCSP will be paid to the employee's designated beneficiary.

City of La Crescent

By: Mikel Poellinger, Mayor

Date

By: Bill Waller, City Administrator

Date

#3.9



TO: Honorable Mayor and City Council members
FROM: Angie Boettcher, City Clerk *AB*
DATE: 06/18/2024
SUBJECT: Governing Write-in Vote Counting

There have been some legislative changes regarding write-in counting on election day. Municipalities can now pass a resolution specifying terms for tallying write-ins for municipal offices. They are as follows:

1. Require a write-in candidate to file a written request for their votes to be individually tallied. This request must be filed with the filing officer for that office no later than seven (7) days before the election.
2. Require that write-in votes only be tallied if the total number of write-in votes is equal to or greater than the fewest number of non-write-in votes for a candidate on the ballot.

Ex. Candidate A – 10 votes
Candidate B – 8 votes
Write-in – 9 votes

The write-ins would then be counted because there would be a potential that the write-in name would outrank candidate B.

We would suggest that the City Council adopt a resolution requiring option number two. This would save election judges time at the end of the night. Currently, the election judges have to tally all write-in votes which can be time-consuming at the end of a busy day.

RESOLUTION NO. 06-24-21

**A RESOLUTION GOVERNING WRITE-IN VOTE COUNTING IN THE CITY OF
LA CRESCENT**

WHEREAS, Minnesota Statute § 204B.09, subd. 3 authorizes a city to adopt a resolution governing the counting of write-in votes;

WHEREAS, a city that adopts a resolution must do so before the first day of filing for office;

WHEREAS, city election officials spend considerable time and resources to count and individually record write-in votes cast, many of which are frivolous; and

WHEREAS, in order to save city time and resources, it is in the best interest of the City of La Crescent, to enforce restrictions on the counting of write-in votes consistent with the provisions of Minnesota Statute § 204B.09, subd. 3.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA CRESCENT, MINNESOTA THAT:

Votes for write-in candidates will only be individually recorded if the total number of write-in votes for an office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate for that office.

BE IT FURTHER RESOLVED, that pursuant to Minnesota Statute § 204B.09, subd. 3, this resolution shall remain in effect until a subsequent resolution on the same subject is adopted by the City of La Crescent.

Passed by the City Council of La Crescent, Minnesota this _____ day of _____, 2024.

Signed:

Mayor

ATTESTED:

City Clerk

#3.10

SUMMARY OF ORDINANCE NO. 582

CITY OF LA CRESCENT BULK SALT STORAGE ORDINANCE

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

The full text of Ordinance No. 582

marked "OFFICIAL COPY" is on file in the Office of the City Administrator, City Hall, La Crescent, Minnesota 55947, along with a reference draft available and open for inspection to enable a convenient means to ascertain where in the voluminous enactments and in the voluminous regulations enacted/amended hereby are found.

Passed and enacted this 10th day of June, 2024.

APPROVED:

Mikel Poellinger, Mayor

ATTEST:

Bill Waller, City Administrator

SUMMARY OF ORDINANCE NO. 583

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

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

The full text of Ordinance No. 583

marked "OFFICIAL COPY" is on file in the Office of the City Administrator, City Hall, La Crescent, Minnesota 55947, along with a reference draft available and open for inspection to enable a convenient means to ascertain where in the voluminous enactments and in the voluminous regulations enacted/amended hereby are found.

Passed and enacted this 10th day of June, 2024.

APPROVED:
Mikel Poellinger, Mayor

ATTEST:
Bill Waller, City Administrator

RESOLUTION NO. 06-24-22
A RESOLUTION ACCEPTING A GIFT OF REAL PROPERTY AND CORRECT A
PROPERTY LINE DISCREPANCY IN LA CRESCENT, MINNESOTA

WIIEREAS, Atomic Time, LLC, a Minnesota limited liability company, and the City of La Crescent desire to correct a property line discrepancy involving the real property described Exhibit A (the "Property"); and

WHEREAS, Atomic Time, LLC desires to have the City of La Crescent deed to Atomic Time, LLC the real property described on Exhibit A.

WIIEREAS, City of La Crescent desires Atomic Time, LLC to deed to the City of La Crescent the real property described on Exhibit B.

WHEREAS, after review, on June 10, 2024 the La Crescent City Council approved of the contemplated transaction; and

WIIEREAS, the transaction will result in a net conservation gain to the City of La Crescent; and

WHEREAS, the La Crescent City Council has determined that acquiring fee simple ownership of the property will be beneficial to the City of La Crescent and that it would be in the best interest of the City of La Crescent to accept the gift and to correct the property line discrepancy; and

WHEREAS, Pursuant to Minnesota Statute § 462.356, Subd. 2, the La Crescent City Council determines that correcting of the property discrepancy is in the best interest of the City of La Crescent and does not require review by City of La Crescent Planning Commission and that the proposed acquisition is not related to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The La Crescent City Council approves the transaction.
2. The Mayor, City Administrator, and City Clerk are authorized to sign on behalf of the City of La Crescent.
3. The proposed property acquisition has no relationship to the Comprehensive Plan and hereby dispenses of the requirements of Minnesota Statute § 462.356, Subd. 2.

Adopted this _____ day of _____, 2024.

SIGNED:

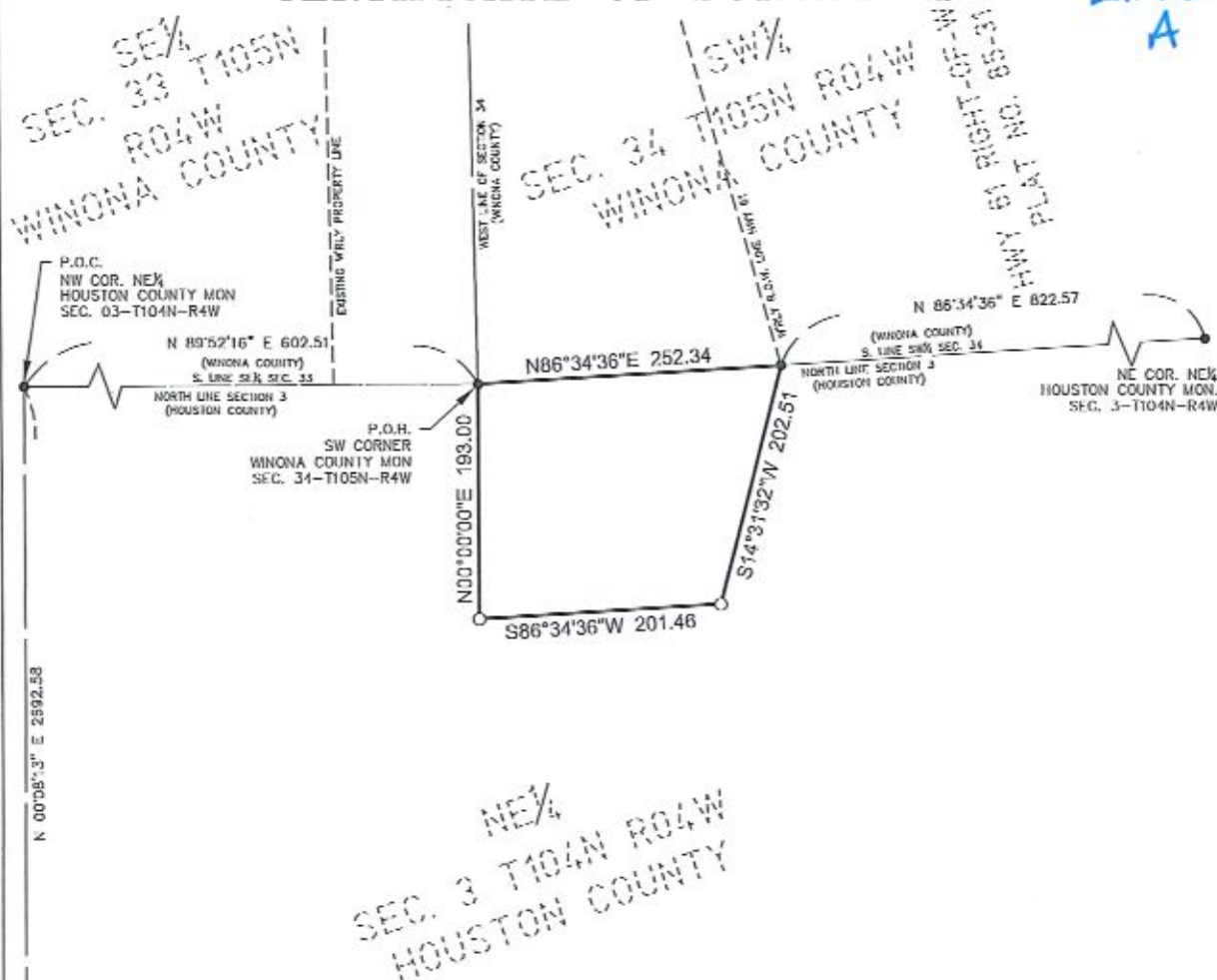
Mayor

ATTEST:

City Administrator

CERTIFICATE OF SURVEY

Exhibit
A



LEGAL DESCRIPTION:

That part of the Northeast Quarter of Section 3, Township 104 North, Range 4 West, Houston County, Minnesota, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 3; thence North 89 degrees 52 minutes 16 seconds East (Note: All bearings are based on Houston County Coordinate System, NAD'83, Adjusted 1996) along the north line of said Section 3, 602.51 feet to the southwest corner of Section 34 Winona County, also being the Point of Beginning; thence North 86 degrees 34 minutes 36 seconds East, along said north line of said Section 3, 252.34 feet to a point where the westerly Right-of-Way line of Highway 61 meets the north line of said Section 3; thence South 14 degrees 31 minutes 32 seconds West, 202.51 feet; thence South 86 degrees 34 minutes 36 seconds West being parallel to the north line of said Section 3, 201.46 feet; thence North 00 degrees 00 minutes 00 seconds East, 193.00 feet to the Point of Beginning.

Containing 1.00 acres, more or less and subject to any easements and restrictions of record.

BEARING SYSTEM USED:
HOUSTON COUNTY COORDINATE
SYSTEM NAD 83, ADJUSTMENT - 1996

LEGEND

- - DENOTES FOUND PIPE, UNLESS OTHERWISE NOTED
- - DENOTES 1/2" DIAMETER IRON PIPE WITH CAP #44930

— PARCEL BOUNDARY
- - - EXISTING LOT LINE
- - - SECTION LINE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

TIMOTHY A. HRUSKA, LIC. NO. 44930

DATE



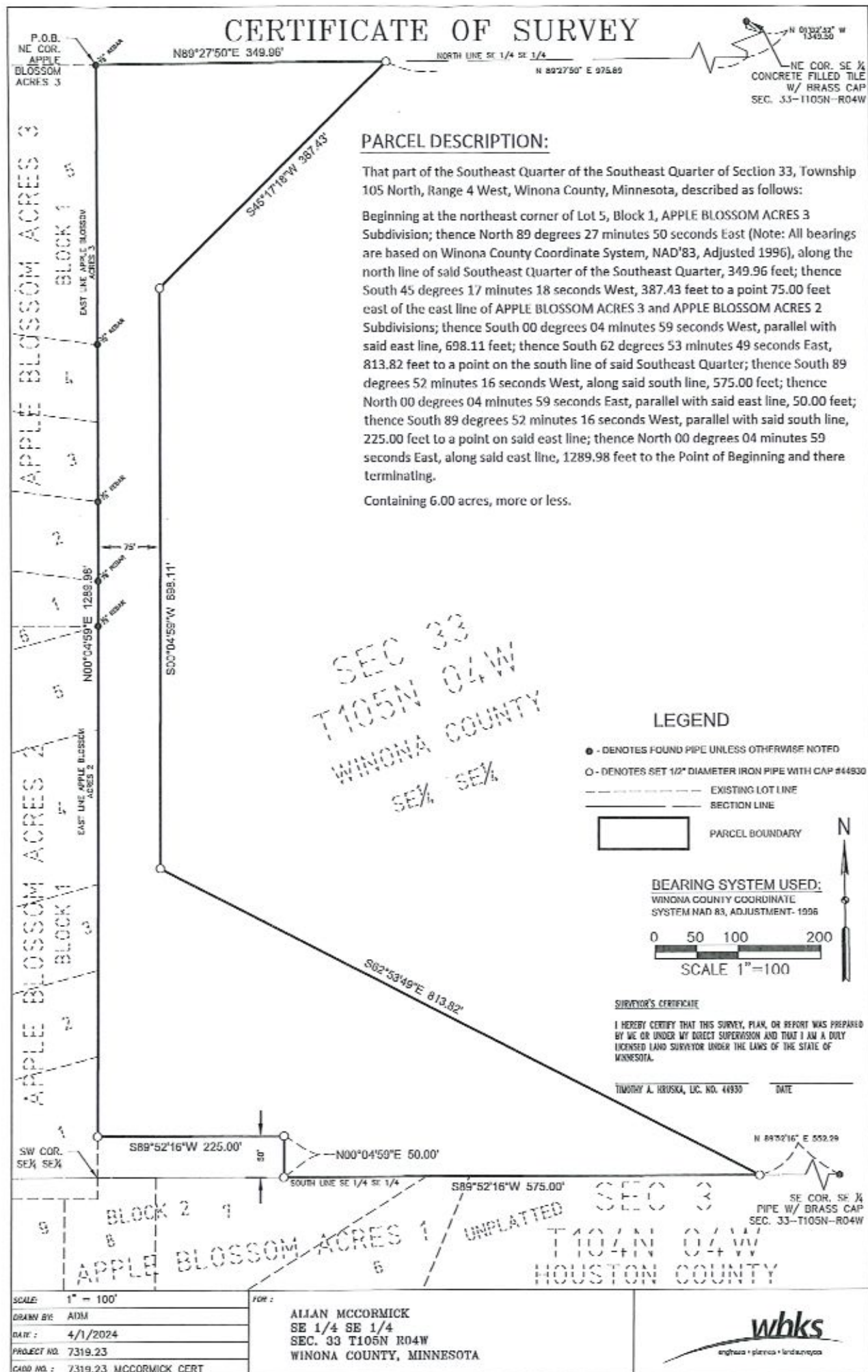
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SCALE 1"=100'

SCALE: 1" = 100'
DRAWN BY: ADM
DATE: 4/5/74
PROJECT NO: 7319.23
CADD NO: 7319.23_MCCORMICK CERT

FOR:
CITY OF LA CRESCENT
NE 1/4
SEC. 3, TOWNSHIP 104N., RNG. 4W
HOUSTON COUNTY, MINNESOTA

wbks
engineers • planners • land managers

Exhibit
B





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

#3.11



June 13, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Street Closure Request – La Crescent Live Series

La Crescent Live Series committee members are requesting that South 1st Street be closed on concert nights from the empty lot next to the fire station down to the hardware store parking lot on their upcoming concert dates:

06.26.24 – 07.10.24 – 07.24.24 – 08.21.24

The closure of South 1st Street will have a plan to redirect vehicles and ensure minimal disruption. Alternative routes have been identified. Additional police presence will be allocated to ensure the safety of participants and the public.

Local businesses and residents have been informed of event series and will be notified of the proposed street closure. Feedback from the community has been positive.

After a review of the request and consideration of the potential impacts and benefits, it is recommended that the City Council approve the temporary street closure on South 1st Street for the event on all the event dates. The event is expected to provide social and economic benefits to the community, and the proposed measures will adequately address potential issues related to traffic and public safety.

I would respectfully request the La Crescent City Council grant permission for the street to be temporarily closed for the events.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager

Chief of Police

#3.12

RESOLUTION NO. 06-24-23

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

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

1. Judy Brennan wishes to donate \$15.00 to the La Crescent Fire Department in memory of Donna Ready.
2. The Lions Club of La Crescent wishes to donate \$1955.25 for park benches in memory of Phil Dahlen.
3. The Grattan Family wishes to donate a tree to be planted in Frank J. Kistler Memorial Park in memory of John and Carol Grattan.
4. The Grattan Family wishes to donate a tree to be planted in Frank J. Kistler Memorial Park in memory of Mark Grattan.

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

ADOPTED this 24th Day of June 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

3.13



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: June 20, 2024
RE: Update on Solar Garden Subscription Agreement

The City Attorney will provide an update on the solar garden subscription agreement.

#6.1



**La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, June 18, 2024
8:00 a.m.**

Board of Directors: Dave Ring, President; Jen Burch, Vice President; Chris Roderique, Treasurer; Pete Boese, Secretary; Pat Stephens, Ryan Johnson, Nathan Franklin, Patrick Barlow, Dan Stevens, Barb Janssen, Cherryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Kapena Faitau, Vicki Markussen, Brody Meier, David Pierce, Sheila Wieser & Austin Wells

Ad Hoc: Mary Larson (DMI), Beth Franklin (La Crosse Chamber), Jay Odegaard (City of La Crosse Parks and Rec), Elizabeth Poh (La Crosse Center), Brian Meier (La Crescent Chamber), Debbie Hosch, (La Crescent Area Event Center)

Executive Director: A.J. Frels

AGENDA

- 1. Call to Order**
- 2. Introductions**
 - a. David Pierce, New Board Member
- 3. Consent Items**
 - a. **Board Minutes**
May 2024
 - b. **Financial Committee**
Minutes
June 2024
Statements
May 2024
 - c. **Community Updates**
- 4. Community Partners Update**
 - a. DMI
 - b. La Crescent Chamber
 - c. La Crosse Chamber
- 5. Event Center Updates**
 - a. La Crescent Area Event Center
 - b. La Crosse Center
 - c. Omni Center
- 6. Presentation – Deb Carlson, Director of Membership & Grants**

7. Executive Director's Report – A.J. Freis

8. Committees

- a. Membership - Pat Stephens
- b. Grants - Pat Stephens
- c. Convention/Sales - Dan Wick
- d. Marketing/Media - Jay Patel
- e. Relonging and Mattering Committee – Jon Burch

9. Old Business

- a. Beer Wine & Cheese P&L Recap
- b. LCCVB/LCC Board Seat
- c. LCC/LCCVB Collaborative Sessions
- d. WIAA Sponsorship Update
- e. Annual Meeting – June 24

10. New Business

- a. Wisconsin 2023 County-by-County Impact Numbers
- b. Hmong New Year Grant Application – Event Date Sept 21 & 22
- c. Val Erickson's Letter of Resignation
- d. Community Grant Fund
- e. Adopt A Highway
- f. Potential Discover Wisconsin Shows

11. Adjournment

Next Scheduled Board Meeting – Tuesday, July 16, 2024, at 8:00 a.m. at the LCCVB Office at 123 7th Street South, La Crosse.



LA CROSSE COUNTY CONVENTION & VISITORS BUREAU
BOARD MEETING
May 21, 2024– 8:00 a.m.

Board Members:

Present: Dave Ring, Jen Burch, Chris Roderique, Pete Boese, Ryan Johnson, Patrick Barlow, Beth Franklin, Ashley Santolin

Dan Stevens, Barb Janssen, Cherryl Jostad, Austin Wells, Pat Stephens, Sheila Wieser, Brody Meier, Elizabeth Poh

Excused: Jay Patel, Dan Wick, Vicki Markussen, Val Erickson, Mary Larson, Debbie Hosch, Brian Meeter, Jay Odegaard,

Absent: Kalynn Krueger, Dan Kapanke

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

PROCEEDINGS:

D. Ring brought the meeting to order at 8:00 a.m.

Consent Items:

Board minutes-April 2024, Finance May 2024 Minutes, Statements April 2024, and Community Updates.

MOTION: to approve the Board minutes-April 2024, Finance May 2024 Minutes, Statements April 2024, and Community Updates. (P. Stephens, D. Stevens) Carried.

COMMUNITY PARTNERS & EVENT CENTER UPDATES:

Community Partners-La Crosse Chamber has a new staff member, Lauren Harris, Community Concierge & Talent Coordinator. The chamber will also hold the Fourth Friday on June 28th, and the golf outing in August.

La Crosse Center-Current and upcoming events including: WAMO, several corporate events, and weddings. The new staff building engineer will soon start.

La Crescent Event Center-is celebrating their five year anniversary, several weddings and corporate events are being held at the center.

PRESENTATION-Carey Hegge, Director of Tourism & Events

EXECUTIVE DIRECTOR REPORT:

-We are a part of Destinations Wisconsin's public relations campaign that hits radio and television from May 26 to June 8.

-Explore La Crosse Day with the Brewers will be held on June 26th. At this time we are taking 19 buses, up from 14 in 2023.

-We are currently meeting and working with Madden Media as we plan our website redesign for 2024. We will bring that bid and quote to the Marketing Committee and the board later this year.

-We started onboarding with Driftscape - our new travel-planning, itinerary, and virtual touring app/map.

-We welcome Sheila Wieser to the board. She stopped by the office and AJ went through the board orientation. Sheila will be the representative for the La Crescent Best Western Plus.

COMMITTEE REPORTS:

Membership - Reports were distributed. Revenue for April is \$7,221.25 budgeted for \$8,700. The next meeting will be held on June 20, 2024.

Grants- Reports were distributed. Thus far \$56,000 has been awarded in grants. The next meeting will be held on June 20, 2024.

Convention/Sales- The meeting was held at the Radisson on May 16, and was held as a happy hour. The committee took time and shared their thoughts with each other on past events at their respective locations.

Belonging and Mattering Committee- There was no meeting held this month.

OLD BUSINESS:

- Beer, Wine, and Cheese Update- A.J. reported that Beer Wine and Cheese sales came in at \$195,000 & we received \$25,000 in sponsorships. There will be a report on the event in June.
- Downtown La Crosse Odor Update- We discussed the downtown odor and the City of La Crosse has imposed a fine on City Brewing.
- DiSC Training-With support from Kwik Trip, the staff completed the DiSC survey. The Kwik Trip team joined the staff for a review of the survey in May. This was time well spent, and the staff has been incorporating what they learned into their daily routines.
- Board Retreat Action-the report was included in the meeting packet for review.
- Golf Cart- We took delivery of the golf cart on April 26 and put it to work at Beer Wine and Cheese on April 27.

NEW BUSINESS:

- La Crosse Bike Lanes-Meeting was held at the Main Library to discuss proposed bike lanes, and 3rd & 4th streets concerns. A public meeting will be held this summer.
 - WIAA Sponsorship Update-AJ reached out to Stephanie Hauser to request starting discussions on an extension of our current agreement. She is not ready at this time to discuss. AJ did also check in on the sponsorship payments, and several local sponsors have already sent in their contributions. The list was included in the board packet.
 - LCC/LCCVB Collaborative Sessions- For some time now, we have been working with the La Crosse Center with the hope of conducting (4) three-and-a-half-hour joint training sessions to enhance sales and marketing efforts between the LCC & LCCVB. A proposal was presented to the Finance Committee for a vote. The total proposal for the training is \$18,000.
- MOTION:** to approve splitting the training cost between the LCC & LCCVB and each pay \$9,000. (P. Barlow, B. Meier) Carried.
- Tourism Videos- We have our outline completed and businesses lined up for the local tourism impact videos. We will plan to do 3-4 videos using non-typical tourism businesses. We have a target date of mid-August and hope to have at least one video completed by the annual meeting date of June 24.
 - Annual Meeting- Our annual meeting date is set for June 24. It will be a luncheon event at the Radisson at 11:30am

Motion: to adjourn at 9:12am. (P. Stephens, J. Burch) Carried.

Next Board Meeting Tuesday, June 18, 2024 at 8:00am.

Respectfully submitted, Michelle Hoch

DATE: June 1, 2024
TO: Bill Waller, Administrator
City of La Crescent
FROM: Susan Brewer
Minnesota State Demographer
SUBJECT: 2023 Population and Household Estimates

Your April 1, 2023 Winona population portion is 71.

Your April 1, 2023 Winona household portion is 29.

Your April 1, 2023 Houston population portion is 5,204.

Your April 1, 2023 Houston household portion is 2,337.

Your April 1, 2023 TOTAL population estimate is 5,275.

Your April 1, 2023 TOTAL household estimate is 2,366.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to local.estimates@state.mn.us. All challenges must be submitted in writing. Please refer to the enclosed sheet for details.