

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
JULY 22, 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 – JULY 8, 2024
- 1.2 BILLS PAYABLE THROUGH JULY 19, 2024

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 CONSERVATION PARTNERS LEGACY GRANT AGREEMENT – STONEY POINT PROPERTY/PINE CREEK PRAIRIE
- 3.2 SOLAR REQUEST FOR PROPOSALS
- 3.3 REVIEW PARTNERS IN ENERGY REPORT
- 3.4 2024 LICENSE APPLICATION
- 3.5 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.6 PLANNING COMMISSION MINUTES – JULY 2, 2024
- 3.7 APPLE BLOSSOM BICYCLE TOUR REQUEST
- 3.8 NATIONAL NIGHT OUT
- 3.9 APPLEFEST REQUESTS

4. UNFINISHED BUSINESS

- 4.1



CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
JULY 22, 2024
5:00 P.M.

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1

6.2

6.3

6.4

6.5

7. CORRESPONDENCE

7.1

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9. ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

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MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JULY 8, 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 July was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, July 8, 2024.

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

Also in attendance were Minnesota Department of Natural Resources (DNR) Forester Val Green, Conservation Focus Area Coordinator Todd Boettcher, Natural Resource Advisory members Ruth Nissen, Betsy Knowles, and Marge Loch-Wouters, Boy Scout Peyton Jerue, and Well Built Humans Fitness Coach Brandon LaRue.

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 – JUNE 24, 2024
- 1.2 BILLS PAYABLE THROUGH – JULY 5, 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 Williams 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;

Cheryl 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 – DONATION RESOLUTION

Peyton Jerue from La Crescent Boy Scout Troop 33 presented City Council with a check from the La Crescent Lions Club for \$1,764.24 as a donation to the La Crescent Dog Park Project. City Council reviewed a Resolution regarding the acceptance of the donation made to the City of La Crescent Dog Park Project. Following discussion, Member Jostad introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 07-24-24

**RESOLUTION ACCEPTING A DONATION MADE TO THE
CITY OF LA CRESCENT DOG PARK PROJECT**

WHEREAS, the La Crescent Eagle Scout Troop 33 received the following donation to the City of La Crescent Dog Park Project:

- 1. The La Crescent Lions Club wishes to donate \$1,764.24 to the Eagle Scout Dog Park Project.

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

ADOPTED this 8th Day of July 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

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

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

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

At this time City Council moved to Item 3.5 in the Agenda

ITEM 3.5 – RIDGE2RIDGE CHALLENGE REQUEST

Brandon LaRue, Well Built Humans Fitness Coach, addressed City Council for approval to host a Fitness Event on Saturday, September 14th, 2024, from 9:00 am to 2:00 pm. The purpose of the event is to promote a healthy lifestyle in the Coulee Region. The starting point would be Old Hickory Park and ending at Pine Creek Golf Course. City Council also reviewed a letter from Police Chief Luke Ahlschlager requesting that given the nature of the event, it is recommended that two to three La Crescent Fire and Rescue First Responders be assigned to the event to ensure participant safety and the La Crescent Police Department assist with traffic control within the city limits as needed. Following discussion, Member Williams made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO APPROVE A FITNESS EVENT ON SATURDAY, SEPTEMBER 14TH, 2024 FROM 9:00 AM TO 2:00 PM HOSTED BY BRANDON LARUE TO BEGIN AT OLD HICKORY PARK AND END AT PINE CREEK GOLF COURSE WITH TWO TO THREE LA CRESCENT FIRE AND RESCUE FIRST RESPONDERS ASSIGNED TO THE EVENT TO ENSURE PARTICIPANT SAFETY ALONG WITH ASSISTANCE FOR TRAFFIC CONTROL WITHIN CITY LIMITS AS NEEDED BY THE LA CRESCENT POLICE DEPARTMENT.

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

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

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

ITEM 3.2 – REVIEW STONEY POINT PARK HABITAT PLAN AND CONSERVATION PARTNERS LEGACY GRANT PROJECT

Sustainability Coordinator Jason Ludwigson introduced Val Green, local Forester with the Minnesota Department of Natural Resources (DNR), and Todd Boettcher, Minnesota DNR Conservation Focus Area Coordinator. Ms. Green and Mr. Boettcher reviewed with City Council the Conservation Partners Legacy Grant awarded to the City of La Crescent for forestry improvements in Stoney Point and for inter-seeding the Pine Creek prairie. The forestry plan they developed for the project was included. This was informational only, no action was required.

ITEM 3.3 – REVIEW OUTDOOR RECREATION GRANT – WIESER PARK

Sustainability Coordinator Jason Ludwigson reviewed with City Council a letter from the Minnesota Department of Natural Resources regarding a grant for \$166,116 which is anticipated to be awarded to the City to help fund the construction of a new ADA compliant playground at Wieser Park, three additional pickleball courts at Wieser Park, and bike parking. The grant requires a one-to-one match, which can be in cash value, the value of materials, labor, equipment usage by the local sponsor, donations, or any combination thereof. Conceptual plans for the park improvements were included. The project is planned for 2025 and a grant agreement will be presented at a later date. This was informational only, no action was required.

ITEM 3.4 – PERSONNEL COMMITTEE RECOMMENDATION

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

1. That the City Council approve a conditional offer of employment to Tanner Weinfurter as a Police Officer for the City of La Crescent, and that based on Mr. Weinfurter’s experience in law enforcement he start at step 3 in the union contract. The offer is pursuant to the terms and conditions of the LELS Union contract, including a twelve-month probationary period. A letter from the Police Chief regarding the recommendation was included. Following discussion, Member Williams made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO APPROVE A CONDITIONAL OFFER OF EMPLOYMENT TO TANNER WEINFURTER AS A POLICE OFFICER FOR THE CITY OF LA CRESCENT, AND BASED ON MR. WEINFURTER’S EXPERIENCE IN LAW ENFORCEMENT THAT HE START AT STEP 3 IN THE UNION CONTRACT WITH THE OFFER PURSUANT TO THE TERMS AND CONDITIONS OF THE LELS UNION CONTRACT, INCLUDING A TWELVE-MONTH PROBATIONARY PERIOD.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes

Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.6 – AUTHORIZE SALE OF USED TRANSIT BUS

Public Works Director Tyler Benish reviewed with City Council an approval from MnDOT for the City to sell the transit bus taken out of service in December of 2023. It was recommended that City Council authorize listing the bus for sale on the State of Minnesota’s surplus auction website. The funds from the sale will be placed in the transit account. Following discussion, Member Jostad made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO AUTHORIZE THE SALE OF THE CITY’S TRANSIT BUS THAT WAS TAKEN OUT OF SERVICE IN DECEMBER OF 2023 AND LIST IT ON THE STATE OF MINNESOTA’S SURPLUS AUCTION WEBSITE WITH THE FUNDS FROM THE SALE TO BE PLACED IN THE TRANSIT ACCOUNT.

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

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

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

ITEM 3.7 – 2025 MNDOT TRANSIT APPLICATION RESOLUTION

City Council reviewed a resolution to approve the State Transit Operating Assistance application for 2025. The resolution is adopted and submitted to MnDOT each year. In 2024, the City will receive approximately \$242,000 in Federal and State funds to operate the local bus services. It was recommended that City Council adopt the resolution. Following discussion, Member O’Donnell-Ebner introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 07-24-25

**RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LA CRESCENT
ENTERING INTO AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE PUBLIC
TRANSPORTATION IN THE CITY OF LA CRESCENT**

The City of La Crescent, Minnesota has resolved to apply for the 2025 Greater Minnesota Transit Operating Grant and enter into an Agreement with the State of Minnesota to provide public transportation in the City of La Crescent.

FURTHER RESOLVED that the City of La Crescent, Minnesota agrees to provide a local share of up to fifteen (15%) of the total operating costs and up to twenty percent (20%) of total capital costs.

FURTHER RESOLVED that the City of La Crescent, Minnesota agrees to provide one hundred percent (100%) of the local share necessary for expenses that exceed funds available from the State.

FURTHER RESOLVED that the City of La Crescent, Minnesota authorizes the Mayor and/or City Administrator to execute the aforementioned Agreement and any amendments thereto.

FURTHER resolved that the City Administrator or Transit Manager is hereby authorized to execute requests for reimbursement to the Minnesota Department of Transportation.

ADOPTED this _____ day of July, 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

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

Cherryl Jostad	Yes
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 – REVISED APPLEFEST TORCHLIGHT PARADE REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting a parade route adjustment for the Applefest Torchlight Parade to be held on Thursday, September 19, 2024. The Applefest Board has proposed reversing the direction of the parade route. Currently, the parade is set to begin at Veteran’s Park and end at the Crucifixion parking lot. It was recommended that City Council approve reversing the parade

route to have it start at the Crucifixion parking lot and end at Veteran’s Park. In addition, the Applefest Board is requesting approval to host an ‘After Parking Lot Party’ immediately following the parade. TimeOut Tavern and the Swing Bridge Pub will plan to have dinner and drink specials. Following discussion, Member Jostad made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO APPROVE REVERSING THE DIRECTION OF THE APPLEFEST TORCHLIGHT PARADE TO BE HELD ON THURSDAY, SEPTEMBER 19, 2024 TO BEGIN AT THE CRUCIFIXION PARKING LOT AND END AT VETERANS PARK AND APPROVE AN ‘AFTER PARKING LOT PARTY’ IMMEDIATELY FOLLOWING THE PARADE.

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

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

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

ITEM 3.9 – ELECTION JUDGE RESOLUTION

City Clerk Angie Boettcher reviewed with City Council a Resolution appointing election judges for the August 13th, 2024 Primary election. It was recommended that City Council adopt the Resolution. Following review and discussion, Member O’Donnell-Ebner introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 07-24-26

RESOLUTION APPOINTING ELECTION JUDGES FOR THE AUGUST 13, 2024 PRIMARY ELECTION

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

1. The persons below named are hereby appointed judges for the 2024 elections to be held in the City of La Crescent on August 13, 2024. The judges appointed, the chairperson of the election board of each precinct designated and precinct and voting are as following:

A. First Precinct.....Community Building
To serve from 7:00 AM to 8:00 PM

Deb Oliver, Chair

Catherine Acevedo
Rose Albrecht
Heidi Kerska
Ann Northrup
Jan Schild
Mike Trnka

B. Second Precinct.....Ice Arena
To serve from 7:00 AM to 8:00 PM

Katie Jensen, Chair
Rosanne Buehler
Tom Curran
Judy Graff
Suzanne Harm
Judy Lehmann
Brad Sturm

Third Precinct.....Ice Arena
To serve from 7:00 AM to 8:00 PM

Carolynn Devine, Chair
Ricardo Acevedo
Diana Gorgos
Sue Klemp
Cheri Olson

C. Fourth Precinct.....Mailed Ballot

ADOPTED this 8th day of July 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

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

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

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

8. HOUSTON COUNTY

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

At 5:41 p.m. Mayor Poellinger recessed the regular Council Meeting until 6:00 p.m.

2. PUBLIC HEARING/MEETING

At 6:00 p.m. Mayor Poellinger reconvened the regular City Council Meeting and then recessed for the Public Hearing on the Cannabis Moratorium Ordinance.

Attorney Skip Wieser explained the purpose of the Public Hearing to the City Council and attendees.

Mayor Poellinger opened the hearing for public comment.

The following attendees addressed City Council regarding the Cannabis Moratorium Ordinance:

Max Weber
Mark Nolop
Tim Petersen
Dan Schmidtknecht

Mayor Poellinger closed the Public Hearing and reconvened the regular City Council Meeting.

Attorney Skip Wieser reviewed the Interim Cannabis Moratorium Ordinance with recommended clerical changes requested prior to the meeting. It was recommended that City Council adopt the Ordinance as presented with clerical changes and the addition of ‘Police Chief’ under Article III along with the adoption of the findings included in Article 1. Following review and discussion, Member Williams introduced the following ordinance and moved its passage and adoption:

INTERIM ORDINANCE NO. 584

INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES

The City Council of La Crescent, Minnesota ordains:

ARTICLE I. Authority and Legislative Findings.

A. The Minnesota Legislature enacted, and Governor signed, 2023 Minnesota Session Laws, Chapter 63 – H.F. No. 100 (“Act”), which is comprehensive legislation relating to cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of cannabis flower, cannabis products, and certain hemp products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for the temporary regulation of certain edible cannabinoid products.

B. The Act provides local units of government certain authority related to cannabis businesses, including the authority to (1) require local registration of certain cannabis businesses operating retail establishments, (2) adopt reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, provided that such restrictions do not prohibit the establishment or operation of cannabis businesses, (3) limit the number of certain cannabis businesses based on the population of the community, and (4) prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

C. The Act requires the OCM, which was established effective July 1, 2023, to work with local governments to develop model ordinances for reasonable restrictions on the time, place, and manner of the operation of cannabis businesses. The Act also requires the OCM to establish additional rules and regulations relating to the operation of cannabis businesses. The City will benefit from reviewing and analyzing the OCM’s model ordinances, rules and regulations before making any decisions related to the regulation of cannabis businesses in the City.

D. The Act (Minnesota Statutes, section 342.13(e)) expressly allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the

purpose of considering adoption or amendment of reasonable restrictions on the time, place and manner of the operation of cannabis businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the jurisdiction or a portion thereof until January 1, 2025.

E. Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens.

F. The City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place and manner of the operation of cannabis businesses as well as the other regulations local units of government may adopt under the Act.

G. After providing at least 10 days published notice, the City Council held a public hearing on July 8, 2024 and provided an opportunity for the public to be heard regarding this matter.

ARTICLE II. Definitions. For purposes of this Ordinance, the following terms shall have the meaning given them in this section.

1. "Act" means 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
2. "Cannabis Business" has the meaning given the term in Minnesota Statutes, section 342.01, subdivision 14.
3. "City" means the City of La Crescent.
4. "Edible Cannabinoid Product" has the meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(f).
5. "OCM" means the Office of Cannabis Management, established as set forth in Minnesota Statutes, section 342.02, subd. 1.
6. "Ordinance" means this interim ordinance, which is adopted pursuant to Minnesota Statutes, section 342.13(e).

ARTICLE III. Study Authorized. The City Council hereby authorizes and directs the City Administrator, City Building Official, Zoning Staff, and Police Chief to conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as the other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study must include a review of the model ordinances the OCM is directed to draft under Minnesota Statutes, section 342.13(d), an analysis of

potential setback regulations allowed under Minnesota Statutes, section 342.13(c), and such other matters as staff may determine are relevant to the City Council's consideration of this matter. The report shall include the City staff's recommendations on whether the City Council should adopt regulations and, if so, the recommended types of regulations. If the City Council requests the Planning Commission to assist with the study, the Planning Commission shall make a recommendation to the City Council on whether the City should adopt regulations and, if so, the recommended types of regulations.

ARTICLE IV. Moratorium. A moratorium is hereby imposed on the establishment and operation of a Cannabis Business within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. The City shall not accept, process, or act on any application, site plan, building permit, zoning request, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting the City to review an application or proposal for a business proposing to engage in the operation of a Cannabis Business.

ARTICLE V. Violation. During the term of the moratorium, it is a violation of this Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

ARTICLE VI. Exceptions. The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; (2) the lawful sale of Edible Cannabinoid Products in compliance with Minnesota Statutes, section 151.72; or (3) sales of Edible Cannabinoid Products at an exclusive liquor store in accordance with Minnesota Statutes, section 340A.412, subdivision 14. The purpose of these exceptions is to not interfere with the continued operation of businesses that were lawfully established prior to the Act. These exemptions are not intended to allow a business to seek a license under the Act to operate as a Cannabis Business within the City while this moratorium is in effect. Nothing in this Article exempts a business, person, or entity that is selling Edible Cannabinoid Products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

ARTICLE VII. Enforcement. Violation of this Ordinance is a misdemeanor. The City may also enforce this Ordinance by mandamus, injunction, or other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance may result in the City reporting the violation to the OCM if relevant to OCM licensing. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance.

ARTICLE VIII. Duration. This Ordinance shall become effective on the first day of publication after adoption and shall remain in effect until January 1, 2025. This Ordinance may be repealed earlier upon the effective date of an ordinance adopting or amending reasonable restrictions on the time, place, and manner of the operation of a Cannabis Business within the City or by resolution of the City Council terminating this Ordinance prior to the expiration date.

ARTICLE IX. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

PASSED AND ENACTED this _____ day of _____, 2024.

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;

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.

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

MOTION THAT A PRÉCIS FORMAT OF SAID INTERIM ORDINANCE 584 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

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

Cherryl Jostad	Yes
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 6:34 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: July 19, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending July 19, 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
A1 PRECISION PUMPING INC						
12691	GRINDER PUMP FLOODING REPAIR	07/10/2024	300.00	.00		
12702	GRINDER PUMP FLOODING REPAIR	07/12/2024	400.00	.00		
Total 9080:			700.00	.00		
ALAM, NIGAR						
5/25/2024	LIBRARY - PROGRAM SPEAKER FEE	05/25/2024	500.00	.00		
Total 10165:			500.00	.00		
ALL CRAFT EXTERIORS						
9428	SCDP GRANT EXPENSE	07/11/2024	24,000.00	24,000.00	07/11/2024	
Total 9890:			24,000.00	24,000.00		
AMAZON CAPITAL SERVICES						
114Q-JHLH-QVY	LIBRARY - BOOKS	07/14/2024	11.19	.00		
14MQ-PH7V-XCL	LIBRARY - CREDIT BOOKS GRANT FUNDED NNLM	07/10/2024	.80-	.00		
14X1-RDV4-RW	LIBRARY - BOOKS GRANT FUNDED	07/14/2024	256.04	.00		
16WN-FM9D-QC	PD - DIGITAL CAMERA FOR SCENE PROCESSING	07/14/2024	466.99	.00		
16YM-7N3H-PLT	LIBRARY - BOOKS GRANT FUNDED NNLM	07/08/2024	50.97	.00		
171T-DHKK-QPL	LIBRARY - BOOKS GRANT FUNDED	07/08/2024	14.17	.00		
19GV-9GDM-11G	LIBRARY - BOOKS GRANT FUNDED	07/15/2024	16.95	.00		
1CY4-WY1V-PH4	CITY - YEARLY MEMEBERSHIP FEE	07/17/2024	299.40	.00		
1CY4-WY1V-PH4	PD - YEARLY MEMEBERSHIP FEE	07/17/2024	99.80	.00		
1CY4-WY1V-PH4	LIBRARY - YEARLY MEMEBERSHIP FEE	07/17/2024	99.80	.00		
1D9F-TYJV-T9D	LIBRARY - BOOKS GRANT FUNDED	07/09/2024	16.40	.00		
1DYP-4M3D-P9C	STREETS - SMALL TOOLS	07/14/2024	29.89	.00		
1JXL-3H11-1J9R	POOL - CLEANING SUPPLIES	07/10/2024	6.18	.00		
1JXL-3H11-1J9R	CITY HALL - OFFICE SUPPLIES	07/10/2024	41.82	.00		
1L7M-R6JK-NP	LIBRARY - OFFICE SUPPLIES	07/08/2024	33.79	.00		
1MKG-TKCG-GH	FD - FIRE MARSHALL VEHICLE UPFIT PSA FUNDS	06/26/2024	137.06	.00		
1QQQ-QL7N-TH	PD - CELL PHONE SCREEN PROTECTORS	07/14/2024	8.99	.00		
1WY9-KP9K-R6	B&Z - COMPUTER CAR CHARGER	07/14/2024	20.60	.00		
Total 9956:			1,609.24	.00		
ANCHOR INDUSTRIES, INC.						
INV-125869	REPAIR POOL UMBRELLAS	07/08/2024	672.00	.00		
Total 10205:			672.00	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#57	ANIMAL RESCUE - SOLAR	07/01/2024	198.47	.00		
#57	MAINTENANCE BLDG - SOLAR	07/01/2024	387.07	.00		
#57	RADIUM PLANT - SOLAR	07/01/2024	387.07	.00		
Total 9859:			972.61	.00		
ASSOCIATION FOR RURAL & SMALL LIBRARIES						
73036	MEMBERSHIP RENEWAL - E RILEY	07/06/2024	50.00	.00		
Total 9688:			50.00	.00		
AUTOMATIC SYSTEMS CO.						
041839	WELL #3 - REPAIR HOOKUP FOR NEW METER & PRE- LU	07/12/2024	2,550.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8881:			2,550.00	.00		
B & T TECHNICAL SERVICES, LLC						
1564	COMM BLDG - SOLAR ELECTRICAL SERVICE	06/30/2024	489.34	.00		
Total 9680:			489.34	.00		
BAKER & TAYLOR						
2038346434	LIBRARY - BOOKS GRANT FUNDED	06/05/2024	476.88	.00		
2038347193	LIBRARY - BOOKS	06/06/2024	47.31	.00		
2038372433	LIBRARY - BOOKS GRANT FUNDED	06/18/2024	415.04	.00		
2038388503	LIBRARY - BOOKS GRANT FUNDED	06/26/2024	229.22	.00		
H69135720	LIBRARY - MOVIES	06/04/2024	41.95	.00		
H69135721	LIBRARY - MOVIES	06/04/2024	41.98	.00		
H69135722	LIBRARY - MOVIES	06/04/2024	40.46	.00		
H69285420	LIBRARY - MOVIES GRANT FUNDED	06/06/2024	14.99	.00		
H69285421	LIBRARY - MOVIES GRANT FUNDED	06/06/2024	19.49	.00		
H69314120	LIBRARY - MOVIES GRANT FUNDED	06/25/2024	15.74	.00		
NS24060194	LIBRARY - ANNUAL FEE TO ACCESS PROF. REVIEWS 8/1/	06/11/2024	715.85	.00		
Total 8022:			2,058.91	.00		
BERNIE BUCHNER INC						
884940	WELL #3 - INSTALLED GROUND RINGS ON NEW METER	07/03/2024	287.40	.00		
884942	REPAIR POOL SLIDE	07/03/2024	3,658.89	.00		
Total 129:			3,946.29	.00		
BOUND TREE MEDICAL, LLC						
85368760	FD - MEDICAL SUPPLIES	06/03/2024	497.90	.00		
85368761	FD - REPLACEMENT BATTERY FOR AED	06/03/2024	189.99	.00		
85380894	FD - MEDICAL SUPPLIES	06/12/2024	41.63	.00		
Total 9621:			729.52	.00		
BREYER'S SALES AND SERVICE INC						
19094	PARKS - MOWER BLADES	06/26/2024	219.94	.00		
19095	STREETS - CHAINSAW BLADES	06/26/2024	53.98	.00		
19102	PAKRS - X-MARK MOWER REPAIR	06/27/2024	119.94	.00		
Total 131:			393.86	.00		
BRIAN OLSON CONSTRUCTION, LLC						
BLD 2023-841	EROSION CONTROL DEPOSIT REFUND	07/01/2024	500.00	.00		
Total 9971:			500.00	.00		
CINTAS CORPORATION						
4194513434	CITY HALL - MATS, CLEANING RAGS & TOWELS	06/03/2024	76.73	.00		
4194513532	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	06/03/2024	46.28	.00		
4195957557	CITY HALL - MATS, CLEANING RAGS & TOWELS	06/17/2024	76.73	.00		
4195957776	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	06/17/2024	36.66	.00		
Total 9696:			236.40	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CITY TREASURER'S OFFICE						
197274 - JUNE	WASTEWATER TO LA CROSSE	06/30/2024	30,947.89	.00		
197466 - SEWER	SEWER CONNECTIONS- 8 NEW SEWER	07/17/2024	5,840.00	.00		
Total 1086:			36,787.89	.00		
CLARK, ROTH						
7/10/24 - REIMB	REIMBURSE - GATORADE PURCHASED FOR NNO EVENT	07/10/2024	581.00	.00		
Total 9712:			581.00	.00		
CLASSIC ROCK PRODUCTS INC						
1028	POOL - MULCH & CITY GREEN SPACE - SOIL & STRAW	07/01/2024	792.00	.00		
Total 278:			792.00	.00		
CLEARWAY COMMUNITY SOLAR LLC						
5/24 STMT	219 MAIN ST - UNIT LIGHTS	05/31/2024	84.83	.00		
5/24 STMT	321 MAIN ST - LIBRARY	05/31/2024	177.48	.00		
5/24 STMT	202 MAIN ST - FLAG LIGHT	05/31/2024	3.45	.00		
5/24 STMT	219 CHESTNUT ST - BRIDGE LIGHT	05/31/2024	60.80	.00		
5/24 STMT	209 S WALNUT ST - LAC SIGN	05/31/2024	15.24	.00		
5/24 STMT	110 MIDNIGHT ST - LIFT STATION	05/31/2024	56.38	.00		
5/24 STMT	193 MCINTOSH RD - BOOSTER STATION	05/31/2024	198.83	.00		
5/24 STMT	1450 HWY 16 - LIFT STATION	05/31/2024	32.33	.00		
5/24 STMT	1200 JONATHAN LN - PARK SHELTER	05/31/2024	46.41	.00		
5/24 STMT	722 N. 2ND ST - RADIUM PLANT	05/31/2024	2,156.63	.00		
5/24 STMT	608 S. 7TH ST - POOL	05/31/2024	554.98	.00		
5/24 STMT	336 S. 1ST ST - COMM BLDG	05/31/2024	167.09	.00		
5/24 STMT	520 S. 14TH ST - ICE ARENA	05/31/2024	2,777.18	.00		
5/24 STMT	31 MCINTOSH RD - LIFT STATION	05/31/2024	12.26	.00		
5/24 STMT	1323 SPRUCE DR - ABNET FIELDS	05/31/2024	34.08	.00		
5/24 STMT	407 ORCHARDVIEW - BOOSTER STATION	05/31/2024	328.93	.00		
5/24 STMT	523 S. CHESTNUT ST - ANIMAL SHELTER	05/31/2024	43.62	.00		
5/24 STMT	200 STONEY POINT - WELL HOUSE	05/31/2024	861.29	.00		
5/24 STMT	400 LARCH AVE - WELL 2	05/31/2024	704.44	.00		
5/24 STMT	608 S. 7TH ST - TENNIS COURT LIGHTS	05/31/2024	10.85	.00		
Total 9854:			8,327.10	.00		
DEMCO INC						
750397	LIBRARY - PROCESSING MATERIALS	07/12/2024	51.45	.00		
750397	LIBRARY - OFFICE SUPPLIES - DONATION FUNDS	07/12/2024	773.11	.00		
Total 316:			824.56	.00		
EARL F ANDERSEN INC						
0136581-IN	STREETS - SCHOOL SPEED LIMIT SIGNS	06/26/2024	3,038.00	.00		
Total 404:			3,038.00	.00		
FEE, TERRY & JODY						
BLD 2023-887	EROSION CONTROL DEPOSIT REFUND	07/01/2024	500.00	.00		
Total 10204:			500.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FIVE STAR TELECOM INC						
55687	GC - CAMERA INSTALLATION PSA FUNDS	03/05/2024	3,272.25	.00		
Total 9587:			3,272.25	.00		
GOPHER STATE ONE-CALL						
4060516	WATER - LOCATE	06/30/2024	74.93	.00		
4060516	SEWER - LOCATE	06/30/2024	74.92	.00		
Total 620:			149.85	.00		
GRAF ELECTRIC, INC.						
23430	GRINDER PUMP REPAIR - 628 SHORE ACRES	07/01/2024	162.48	.00		
23446	GRINDER PUMP REPAIR - 410/414 SHORE ACRES	07/10/2024	214.38	.00		
Total 619:			376.86	.00		
HAWKINS INC.						
6807739	WATER PLANT - CHEMICALS	07/15/2024	20.00	.00		
Total 512:			20.00	.00		
HOKAH CO-OP OIL ASSOCIATION						
242645	GC - OIL FOR EQUIPMENT	06/18/2024	224.54	.00		
Total 715:			224.54	.00		
HOUSTON CNTY TREASURER						
3421	3RD QTR SOLID WASTE FEES	07/01/2024	28,692.00	.00		
Total 1501:			28,692.00	.00		
IMAGE WORLD/MONOGRAM EXPRESS						
31806	GC - CLOTHES FOR RESALE	07/15/2024	1,029.50	.00		
31806	GC - EMPLOYEE T-SHIRTS	07/15/2024	25.00	.00		
Total 798:			1,054.50	.00		
IMPACT EMS						
INVEMT137	FD - EMR REFRESHER TRAINING PAYNE & STAVENAU	07/10/2024	160.00	.00		
Total 10175:			160.00	.00		
JMB & ASSOCIATES, LLC						
42679	POOL SLIDE REPAIR	07/10/2024	835.00	.00		
Total 10105:			835.00	.00		
JOHNSON LIVINGS LLC						
INV0306	MAINT - WORK SHIRTS	07/11/2024	445.23	.00		
Total 10147:			445.23	.00		
LA CRESCENT ACE HARDWARE						
6/24 STMT	PARKS - CLEANING SUPPLIES	06/30/2024	10.77	.00		
6/24 STMT	CITY - LIQUID ANT BAIT	06/30/2024	7.59	.00		
6/24 STMT	MAINT - SMALL TOOLS	06/30/2024	14.99	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
6/24 STMT	WELL #3 REPAIR	06/30/2024	20.77	.00		
6/24 STMT	MAINT - SMALL TOOLS	06/30/2024	15.99	.00		
6/24 STMT	MAINT - BLDG REPAIR	06/30/2024	12.49	.00		
6/24 STMT	PARKS - PLAYGROUND REPAIR	06/30/2024	11.97	.00		
6/24 STMT	POOL - PUMP REPAIR	06/30/2024	42.96	.00		
6/24 STMT	PARKS - TOOL BOX	06/30/2024	179.00	.00		
6/24 STMT	CANOE LAUNCH REPAIR	06/30/2024	17.00	.00		
6/24 STMT	SEWER PUMP REPAIR	06/30/2024	7.58	.00		
6/24 STMT	MAINT - SMALL TOOLS	06/30/2024	6.99	.00		
6/24 STMT	PARKS - GARBAGE BAGS	06/30/2024	16.99	.00		
6/24 STMT	RADIUM PLANT MAINT	06/30/2024	3.59	.00		
6/24 STMT	PARKS - SHELTER REPAIR	06/30/2024	22.99	.00		
6/24 STMT	MAINT - SMALL TOOLS	06/30/2024	23.99	.00		
6/24 STMT	PARKS - PLAYGROUND REPAIR	06/30/2024	68.67	.00		
6/24 STMT	PARKS - PLAYGROUND REPAIR	06/30/2024	12.08	.00		
6/24 STMT	MAINT - SMALL TOOLS	06/30/2024	9.57	.00		
6/24 STMT	FD - FASTENERS/VEHICLE MAINT	06/30/2024	.94	.00		
6/24 STMT	PARKS - CHEMICALS	06/30/2024	8.59	.00		
6/24 STMT	PARKS - SMALL TOOLS	06/30/2024	108.49	.00		
6/24 STMT	FAUCET FOR SHOP SINK	06/30/2024	42.99	.00		
6/24 STMT	MAINT - SMALL TOOLS	06/30/2024	9.99	.00		
6/24 STMT	POOL - CLEANING SUPPLIES	06/30/2024	20.97	.00		
6/24 STMT	POOL - INSECT REPELLENT	06/30/2024	113.85	.00		
6/24 STMT	POOL - REPAIRS	06/30/2024	38.98	.00		
6/24 STMT	POOL - SAFETY SUPPLIES	06/30/2024	3.99	.00		
6/24 STMT	POOL - CLEANING SUPPLIES	06/30/2024	27.96	.00		
6/24 STMT	PARKS - MOWER REPAIR	06/30/2024	3.68	.00		
6/24 STMT	GC - GOLF CAR REPAIR	06/30/2024	17.56	.00		
6/24 STMT	GC - COURSE REPAIR	06/30/2024	5.38	.00		
6/24 STMT	GC - SPRAY PAINT FOR COURSE MARKERS	06/30/2024	37.97	.00		
6/24 STMT	GC - WIPER BLADES FOR CAB ON MOWER	06/30/2024	19.99	.00		
6/24 STMT	POOL - CLEANING SUPPLIES	06/30/2024	27.96	.00		
6/24 STMT	POOL - KEYS	06/30/2024	71.80	.00		
6/24 STMT	WELL #3 REPAIR	06/30/2024	47.44	.00		
6/24 STMT	WELL #3 REPAIR	06/30/2024	8.99	.00		
6/24 STMT	WELL #3 REPAIR	06/30/2024	2.39	.00		
6/24 STMT	FD - BALL MOUNT KIT FIRE MARSHALL UPFIT PSA FUND	06/30/2024	49.99	.00		
6/24 STMT	PD - OFFICE SUPPLIES	06/30/2024	4.59	.00		
6/24 STMT	PD - COMPUTER SURGE PROTECTOR	06/30/2024	26.99	.00		
Total 717:			1,207.46	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
6/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	07/18/2024	1,622.24	.00		
Total 9810:			1,622.24	.00		
LA CRESCENT AUTO REPAIR, INC						
30689	FD- VEHICLE REPAIR/MAINTENANCE	07/15/2024	87.16	.00		
30694	FD- VEHICLE REPAIR/MAINTENANCE	07/15/2024	44.50	.00		
Total 8168:			131.66	.00		
LA CRESCENT CHAMBER OF COMMERC						
6/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	07/18/2024	1,622.24	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1142:			1,622.24	.00		
LA CROSSE AREA CONVENTION AND						
6/24 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	07/18/2024	5,074.70	.00		
Total 9824:			5,074.70	.00		
LA CROSSE COUNTY						
STORMWATER2	LAX URBAN STORMWATER GROUP DUES	07/15/2024	1,409.00	.00		
Total 9873:			1,409.00	.00		
LA CROSSE SEED CORPORATION						
SI-2440278	HELP GRANT SEED MIX	06/04/2024	102.27	.00		
Total 1198:			102.27	.00		
MIDWEST MACHINERY CO.						
10055375	PARKS - MOWER DECK BELT	05/23/2024	209.77	.00		
10107845	PARKS - MOWER BLADES	06/27/2024	340.56	.00		
Total 9837:			550.33	.00		
MIDWEST TAPE						
505619678	LIBRARY- MOVIES GRANT FUNDED	06/14/2024	29.99	.00		
505682747	LIBRARY- MOVIES	06/27/2024	45.73	.00		
505744855	LIBRARY- MOVIES GRANT FUNDED	07/11/2024	26.24	.00		
Total 9851:			101.96	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
07/05/24PR0015	MN CHILD SUPPORT	07/08/2024	497.46	497.46	07/08/2024	
Total 9597:			497.46	497.46		
MINNESOTA ENERGY RESOURCES INC						
6/24 STMT	ANIMAL SHELTER - GAS UTILITIES	06/30/2024	53.95	.00		
6/24 STMT	ICE ARENA- GAS UTILITIES	06/30/2024	206.34	.00		
6/24 STMT	POOL - GAS UTILITIES	06/30/2024	2,411.90	.00		
6/24 STMT	CONTROL BLDG - GAS UTILITIES	06/30/2024	1.73	.00		
6/24 STMT	PUMP HOUSE MCINTOSH	06/30/2024	26.93	.00		
6/24 STMT	PUMP HOUSE ORCHARDVIEW	06/30/2024	33.74	.00		
6/24 STMT	ABNET RESTROOMS - GAS UTILITIES	06/30/2024	9.76	.00		
6/24 STMT	CITY HALL - GAS UTILITIES	06/30/2024	9.70	.00		
6/24 STMT	LIBRARY - GAS UTILITIES	06/30/2024	3.56	.00		
Total 8171:			2,757.61	.00		
MINNESOTA PUMP WORKS						
INV024746	GRINDER PUMPS - 3	07/11/2024	8,184.00	.00		
INV024779	CONTROL PANELS FOR GRINDER PUMPS - 5	07/12/2024	4,050.00	.00		
Total 9637:			12,234.00	.00		
MORRIS ELECTRONICS INC.						
8797	MICROSOFT HOME & BUSINESS 2021	07/02/2024	492.32	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
8856	PD - MOVED FILES TO NEW SERVER PROJECT BCA REQ	07/02/2024	500.00	.00		
Total 10081:			992.32	.00		
MSA PROFESSIONAL SERVICES INC						
006435	ADA- TRANSITION PLAN	06/22/2024	1,514.92	.00		
Total 9388:			1,514.92	.00		
MTI DISTRIBUTING INC						
1435150-00	GC - IGNITION SWITCH	07/09/2024	58.00	.00		
Total 1330:			58.00	.00		
NELSON FLAG & DISPLAY SERVICE						
48924	MINNESOTA STATE FLAGS -10	07/11/2024	450.00	.00		
Total 1413:			450.00	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1330942	GC - BEER FOR RESALE	07/04/2024	701.25	.00		
1334164	GC - BEER FOR RESALE	07/11/2024	256.85	.00		
Total 2311:			958.10	.00		
PERFORMANCE FOODSERVICE						
736622	POOL - CONCESSIONS	07/10/2024	2,007.14	.00		
741422	POOL - CONCESSIONS	07/17/2024	1,497.87	.00		
Total 10087:			3,505.01	.00		
PROLOGUE PLANNING GROUP						
7/17/24 REIMB	REIMB - FUEL	07/17/2024	30.00	.00		
Total 10006:			30.00	.00		
PUMP 4 LESS						
6/24 CITY	PARKS - MOTOR FUEL	06/30/2024	903.19	.00		
6/24 CITY	PUBLIC WORKS - MOTOR FUEL	06/30/2024	36.20	.00		
6/24 POLICE	POLICE DEPT - MOTOR FUEL	06/30/2024	133.23	.00		
Total 8604:			1,072.62	.00		
QUALITY POOL & SPA						
31878	POOL - CHEMICALS	06/20/2024	29.04	.00		
Total 1596:			29.04	.00		
QUILLINS LA CRESCENT						
6/24 STMT	GC - FOOD FOR RESALE	06/30/2024	22.68	.00		
6/24 STMT	GC - FOOD FOR RESALE	06/30/2024	38.88	.00		
6/24 STMT	GC - FOOD FOR RESALE	06/30/2024	14.95	.00		
6/24 STMT	PD - WATER & SNACKS FOR CHIEFS MEETING	06/30/2024	20.67	.00		
Total 1707:			97.18	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
RCT SEWER VAC LLC						
1048	2024 ANNUAL SANITARY SEWER CLEANING	06/07/2024	14,780.75	.00		
Total 9511:			14,780.75	.00		
RONCO ENGINEERING SALES INC						
3364713	GC - MOWER REPAIR	07/09/2024	125.35	.00		
Total 1813:			125.35	.00		
SEMCAC						
INV 12	SCDP GRANT EXPENSE	07/11/2024	2,680.00	2,680.00	07/11/2024	
Total 9559:			2,680.00	2,680.00		
THE BUYERS EX-PRESS						
4144	GC - ADVERTISING	07/02/2024	150.00	.00		
Total 9513:			150.00	.00		
THE MAGIC OF ISAIAH						
257	LIBRARY - 90 MIN FOAM PARTY - SRP	07/18/2024	275.00	.00		
Total 10183:			275.00	.00		
THOMPSON, RICKY & CATHERINE						
BLD 2022-558	EROSION CONTROL DEPOSIT REFUND	07/01/2024	500.00	.00		
Total 10203:			500.00	.00		
VERIZON WIRELESS						
9967742791	B&Z - COMPUTER DATA	06/30/2024	73.29	.00		
9967742791	B&Z - IPAD	06/30/2024	1,099.99	.00		
9967742791	PD - COMPUTER DATA & PHONE SERVICE	06/30/2024	494.91	.00		
9967742791	WATER DEPT - DATA	06/30/2024	35.01	.00		
9967742791	SEWER DEPT - DATA	06/30/2024	35.01	.00		
9968034062	WATER DEPT - WIRELESS	06/30/2024	57.49	.00		
9968034062	SEWER DEPT - WIRELESS	06/30/2024	57.49	.00		
Total 8973:			1,853.19	.00		
WATER SYSTEMS CO.						
736801	LIBRARY - COOLER RENTAL	06/30/2024	8.00	.00		
Total 8605:			8.00	.00		
WHKS & CO.						
51623	SOUTH 6TH STREET	06/28/2024	17,824.92	.00		
Total 8290:			17,824.92	.00		
WIESER PRECAST/DORIC VAULTS						
16107	CEMENT TO REPAIR CURB ON EAGLE BLUFF & MCINTO	07/01/2024	100.00	.00		
Total 2309:			100.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WILLOW GENTILE BECHER						
0029	LIBRARY - PET PORTRAIT PAINTING CLASS	07/16/2024	660.00	.00		
Total 10206:			660.00	.00		
XCEL ENERGY						
6/24 STMT	WWTP - 222 HWY 16	06/30/2024	477.40	.00		
6/24 STMT	WELL HOUSE - 200 STONEY PT RD	06/30/2024	1,441.19	.00		
6/24 STMT	ABNET FIELDS - 1323 SPRUCE	06/30/2024	5.15	.00		
6/24 STMT	LIFT STATION - 1450 HWY 16	06/30/2024	12.43	.00		
6/24 STMT	SHORE ACRES - GRINDER PUMPS	06/30/2024	256.97	.00		
6/24 STMT	TENNIS COURT LIGHTS - 608 S. 7TH	06/30/2024	2.56	.00		
6/24 STMT	LIFT STATION - 31 MCINTOSH RD E	06/30/2024	6.48	.00		
6/24 STMT	POOL - 608 S. 7TH	06/30/2024	1,421.10	.00		
6/24 STMT	WELL #3 - LOAD PROFILE 417 WALNUT PL	06/30/2024	322.66	.00		
6/24 STMT	WELL #2 - 400 LARCH	06/30/2024	789.67	.00		
6/24 STMT	BOOSTER STATION - 193 MCINTOSH E	06/30/2024	3.24	.00		
6/24 STMT	RESERVOIR - 1026 CRESCENT HILLS	06/30/2024	10.54	.00		
6/24 STMT	CITY HALL - 315 MAIN ST	06/30/2024	708.32	.00		
6/24 STMT	LIBRARY - 321 MAIN	06/30/2024	40.95	.00		
6/24 STMT	FLAG LIGHT - 202 MAIN ST	06/30/2024	3.49	.00		
6/24 STMT	FLAG LIGHT - 226 MAIN ST	06/30/2024	16.50	.00		
6/24 STMT	SIGN LIGHT - 525 S. CHESTNUT	06/30/2024	9.29	.00		
6/24 STMT	STREET LIGHTS - PO BOX 142	06/30/2024	6,408.21	.00		
6/24 STMT	CITY HALL GREEN SPACE - 322 S 1ST	06/30/2024	8.91	.00		
Total 1410:			11,945.06	.00		
ZIEBELL'S HIAWATHA FOODS INC						
402759	GC - KITCHEN SUPPLIES	06/07/2024	8.40	.00		
402759	GC - CLEANING SUPPLIES	06/07/2024	37.31	.00		
402759	GC - FOOD FOR RESALE	06/07/2024	382.46	.00		
402823	GC - FOOD FOR RESALE	06/07/2024	43.08	.00		
402824	GC - FOOD CREDIT	06/07/2024	144.75-	.00		
403292	GC - CLEANING SUPPLIES	06/14/2024	243.58	.00		
403292	GC - FOOD FOR RESALE	06/14/2024	721.93	.00		
403292	GC - CHIPS, SNACKS, NUTS	06/14/2024	25.00	.00		
403875	GC - CLEANING SUPPLIES	06/21/2024	506.68	.00		
403875	GC - KITCHEN SUPPLIES	06/21/2024	40.10	.00		
403875	GC - CHIPS, SNACKS, NUTS	06/21/2024	25.00	.00		
403875	GC - FOOD FOR RESALE	06/21/2024	446.06	.00		
403892	GC - FOOD FOR RESALE	06/21/2024	129.24	.00		
404384	GC - KITCHEN SUPPLIES	06/28/2024	79.33	.00		
404384	GC - CLEANING SUPPLIES	06/28/2024	233.39	.00		
404384	GC - FOOD FOR RESALE	06/28/2024	543.76	.00		
404384	GC - CHIPS, SNACKS, NUTS	06/28/2024	50.00	.00		
Total 2417:			3,370.57	.00		
Grand Totals:			215,779.91	27,177.46		

#3.1



TO: Honorable Mayor and City Council Members
FROM: Jason Ludwigson, Sustainability Coordinator
DATE: July 15th, 2024
RE: CPL Grant Agreement Stoney Point

The city was awarded a Conservation Partners Legacy Grant by the Minnesota DNR to complete forestry restoration on the Stoney Point property. The grant is for \$40,700. The grant also covers seed mix for inter-seeding the Pine Creek prairie. The grant agreement is included in the packet. We would suggest that the City Council approve grant agreement between the City of La Crescent and the MnDNR. We would also suggest that the city council obtain proposals from qualified contractors to complete the project. The proposals will be presented at a future City Council meeting.

State Accounting Information PO Number: _____

CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

City of La Crescent/ Forest and Prairie Habitat Improvement

State Accounting information:

SWIFT Contract Doc. Type: _____ SWIFT Contract #: 249000
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3000253549

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000201625	Category Code: 84101501
Total Amount of Contract for ALL years: \$40,700		Total Amount of Contract: \$40,700		For FY: 24
Total Amount of Contract:		For FY:	Total Amount of Contract: \$	For FY:

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2026 Speedchart Number: _____

Grantee Name and Address: City of La Crescent
175 Eagles Bluff Road
175 Eagles Bluff Road
La crescent, MN 55947

Did you remember to:

- Check for debarred vendor? Yes No
 Check for annual plan limit? Yes No
 Work on state lands? Yes No

PO Reference: **FY24 CPL Forest and Prairie Habitat Improvement**

Description: **FY2024 CPL 1; City of La Crescent, Forest and Prairie Habitat Improvement. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	24	\$40,700	2300	R2936725	R296K33	441352		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

State Accounting Information PO Number: _____

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of La Crescent/ Forest and Prairie Habitat Improvement

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and City of La Crescent, 315 Main Street, N/A La crescent, MN 55947 ("Grantee").

Recitals

1. Under Minnesota Laws 2023, Regular Session, Chapter 40, Article 1, Section 2, Subd. 5(w), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.5. Signage; 4.11. Land Acquisition Restrictions; 4.12. Real Property Interest Report; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2022, Regular Session, Chapter 77, Article 1, Section 2, Subd. 5(v), and Minnesota Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10 and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form

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prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to **\$40,700** for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

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

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

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4 **Easement Requirements.** All conservation easements acquired must:
- (a) be permanent;
 - (b) specify the parties to an easement in the easement;
 - (c) specify all of the provisions of an agreement that are permanent;
 - (d) specify the habitat types and location being protected;
 - (e) where appropriate for conservation or water protection outcomes, require the grantor to employ practices retaining water on the eased land as long as practicable;
 - (f) specify the responsibilities of the parties for habitat enhancement and restoration and the associated costs of these activities;
 - (g) include a long-term stewardship plan and identify the sources and amount of funding

- for stewardship and monitoring and enforcing the easement agreement;
- (h) identify the parties responsible for monitoring and enforcing the easement;
- (i) identify who the easement will revert to in the event the primary easement holder ceases to exist;
- (j) identify what easement monitoring standards will be used;
- (k) identify the holder of the stewardship endowment dedicated to the easement;
- (l) identify any restrictions, allowed structures, allowed activities, and reserved rights; and
- (m) be sent to the office of the State's Authorized Representative and Lessard-Sams Outdoor Heritage Council (hereinafter "LSOHC").

4.5. **Restoration and Management Plan.**

- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.
- (b) The Restoration and Management Plan shall be prepared on a form provided by the State's Authorized Representative.

4.6 **Restoration and Management Plan for Acquisitions.** For new lands acquired, prepare a Restoration and Management Plan in compliance with 4.5, including identification of sufficient funding for implementation.

4.7 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.8 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.9 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.

- 4.10 **Acquisition Requirements.** For all fee-title and easement acquisitions. To ensure public accountability for the use of public funds, provide the following to the State's Authorized Representative and the L-SOHC:
- (a) documentation of the selection process used to identify parcels acquired;
 - (b) documentation of all related transaction costs for all parties involved in the transaction, including but not limited to appraisals, legal fees, recording fees, commissions, other similar costs, and donations;
 - (c) a report of any difference between the acquisition amount paid to the seller and the state-certified or state-reviewed appraisal, if a state-certified or state-reviewed appraisal was conducted (acquisition data such as appraisals may remain private during negotiations but must ultimately be made public according to Minnesota Statutes, Chapter 13); and
 - (d) an analysis of increased operations and maintenance costs likely to be incurred by public entities as a result of the acquisition and of how these costs may be paid for. This analysis shall also be provided to the Commissioner of Management and Budget.
 - (e) All acquisitions and appraisals must follow *Land Acquisition Procedures for Land to be Conveyed to DNR*, or *Land Acquisition Procedures for Land NOT to be Conveyed to DNR*, which are incorporated into this grant

contract by reference. These documents may be located at

http://www.dnr.state.mn.us/grants/habitat/cpl/land_acqisition.html.

(f) For all projects involving acquisitions to be conveyed to the DNR, a "Use of Funds Letter" allowing the State to utilize all designated DNR Land Acquisition Costs (per Work Plan) is incorporated into this grant contract as Attachment B.

4.11 *Land Acquisition Restrictions.*

- (a) An interest in real property, including but not limited to an easement or fee title, must be used in perpetuity or for the specific term of an easement interest for the purpose for which the grant was made.
- (b) A recipient of funding who acquires an interest in real property subject to this subdivision may not alter the intended use of the interest in real property or convey any interest in the real property acquired with the grant without the prior review and approval of the Lessard-Sams Outdoor Heritage Council or its successor. The council shall notify the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over the outdoor heritage fund at least 15 business days before approval under this paragraph. The council shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:
- i. the interest is at least equal in fair market value, as certified by the Commissioner of Natural Resources, to the interest being replaced; and
 - ii. the interest is in a reasonably equivalent location and has a reasonably equivalent useful conservation purpose compared to the interest being replaced.
- (c) A recipient of funding must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of the interest in real property is filed. The notice of funding must contain:
- i. a legal description of the interest in real property covered by the funding contract;
 - ii. a reference to the underlying funding contract;
 - iii. a reference to the Minnesota Statute § 97A.056 (Subd. 15 Land Acquisition Restrictions);
 - iv. the following statement: "This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant contract controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the L-SOHC or its successor. The ownership of the interest in real property shall transfer to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant contract or accomplishment plan*; or (2) restrictions are placed on the land that precludes its use for the intended purpose as specified in the appropriation." [**referred to as the Work Plan within the CPL grant program*]

4.12 *Real Property Interest Report. For all fee-title and easement acquisitions:*

By December 1 each year following acquisition, Grantees must submit annual reports on the status of the real property to the L-SOHC or its successor in a form determined by the L-SOHC. If lands are acquired by fee with money from the outdoor heritage fund, the real property interest report must include a verification of the status of the hunting and fishing management plan for the lands acquired by fee. The responsibility for reporting under this Section may be transferred by the Grantee to another person or entity that holds the interest in the real property. To complete the transfer of reporting responsibility, the Grantee must:

- (a) inform the person to whom the responsibility is transferred of that person's reporting responsibility;
- (b) inform the person to whom the responsibility is transferred of the property restrictions under Section 4.8, Land Acquisition Restrictions;
- (c) provide written notice to the L-SOHC of the transfer of reporting responsibility, including contact information for the person to whom the responsibility is transferred. Before the transfer, the

entity receiving the transfer of property must certify in writing to the L-SOHC, or its successor, acceptance of all obligations and responsibilities held by the prior owner. After the transfer, the person or entity that holds the interest in the real property is responsible for reporting requirements under this Section.

4.13 *Initial Development of Land.*

- (a) Lands that will be conveyed to a state agency for long-term management must be brought up to the agency's minimum operating standards before being conveyed. The costs for this work must be identified in the Work Plan and may be paid for with grant or match funds.
- (b) For lands being transferred to the DNR as a WMA or AMA, follow the *Development Standards for WMAs/AMAs* document, incorporated into this grant contract by reference and can be found here: http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/devt_stand_wmaama.pdf

4.14 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon. In addition, when a parcel of land that was previously purchased with outdoor heritage funds is transferred to the state, the owner of the land shall disclose to the LSOHC and Commissioner of Natural Resources:

- (a) all revenues generated from activities on the land from the time the land was purchased with outdoor heritage funds until the land was transferred to the state;
- (b) all holding costs associated with managing the land between the time of purchase with outdoor heritage funds and the time the land was transferred to the state; and
- (c) the total net revenues as determined by subtracting the costs described in clause (b) from the revenues described in clause (a).

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

- (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.
- (b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$36,430.

6.2 **Payment**

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 27, 2026**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and

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satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 Work assigned to the State. The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

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iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

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

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. 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. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <http://www.dli.mn.gov/LS/PrevWage.asp>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

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

<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

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

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

8.2 **Acquisition Documentation Requirements.** Eligible costs incurred in the purchase of real property or an interest in real property must have documentation submitted when asking for reimbursement. See *CPL Payment Manual, Land Acquisition Procedures for Lands Not to be Conveyed to DNR and Land Acquisition Procedures for Lands to be Conveyed to DNR* for documentation requirements.

9 Authorized Representative

The State's Authorized Representatives:

David Stein
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5375
David.stein@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

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The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
JASON D LUDWIGSON	JASON D LUDWIGSON
Sustainability Coordonator	Sustainability Coordinator
315 Main Street	175 Eagles Bluff Road
N/A	175 Eagles Bluff Road
La crescent, MN 55947	La crescent, MN 55947
jludwigson@cityoflacscent-mn.gov	2389
507-313-9633	507-313-9633

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant 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 grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. The Grantee must meet the program insurance requirements as detailed at http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/insurance_requirements.pdf.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all

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state and program retention requirements, whichever is later.

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

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the

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intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 **Data Compatibility and Availability Requirements**

- 15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 **Publicity, Advertising and Endorsement**

- 16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 **Governing Law, Jurisdiction, and Venue**

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

18 **Accessibility and Safety**

- 18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.
- 18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 **Subgrantees/ Vendor Services**

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee.

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Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) FY2018 Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

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

22 Termination

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

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

23 Data Disclosure

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

24 Use of Funds for Match or Reimbursement

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

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

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

25 Conflict of Interest

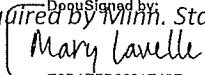
Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

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1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and 16C.05.

By: 
F8D1EBB8991E42E

Date: May 31, 2024

Purchase Order Number:
3000253549

Contract #: 249000

2. GRANTEE

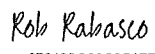
The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Name: JASON D LUDWIGSON
Title: Sustainability Coordinator
Date: _____
By: _____
Name: _____
Title: _____
Date: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: Dave Olfelt
Title: Director, Division of Fish and Wildlife
Date: _____

DocuSigned by:

678160C69C854F7...

By: _____
Name: _____
Title: _____
Date: _____
By: _____
Name: _____
Title: _____
Date: _____

#3.2



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: July 16th, 2024

Re: Solar RFP Aquatic Center - Minnesota Solar on Public Buildings Grant Program

La Crescent's Solar on Public Buildings Readiness Assessment application has been selected to submit a full grant application. The project is SPB24-008 La Crescent Aquatic Center Solar. The Minnesota Solar on Public Buildings Program requires applicants to release an RFP to obtain project bids from solar contractors. Attached is the award letter from the Minnesota Department of Commerce and the draft Solar Request for Proposals. The program would cover up to \$60,000 of the cost. The city would utilize the elective pay provision from the Inflation Reduction Act to pay an additional 30% of the system cost. If the grant is awarded to the city between 100% and 120% of the electricity used by the facility will be generated by solar. The size limit for the solar PV system will be 120% of the buildings average energy use including the community solar garden the pool building is subscribed to. A solar PV system that costs \$92,000 would have a local share cost of \$4,400. A solar PV system that costs \$108,000 would have a local share cost of \$15,600. I will be in attendance to review. We would recommend the council approve of the RFP as presented and authorize that it be distributed to potential contractors. The results of the RFP will be presented at a future City Council meeting.



Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101

July 1, 2024

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

Dear Jason,

Thank you for your submission(s) to Stage 1: Readiness Assessment as part of the Minnesota Solar on Public Buildings Program (COMM-SPB01_20240422). The following application has been selected to submit a Full Application:

- **SPB24-008 – La Crescent Aquatic Center Solar**

The above application selected to submit a Full Application is eligible for an award of 50% of the project cost up to \$60,000. The Solar on Public Buildings full application can be found on the [GrantVantage Portal](#), and must be submitted by 5 p.m. on Monday, September 23, 2024.

During this stage of the application, you must follow the required procurement procedures and identify a solar installer to install the solar array. The installer can fill out the full application on your behalf. Please remember the following:

- The applicant must follow through on the procurement commitment detailed in the Readiness Assessment.
- The size limit for an eligible array is the lesser of 40kwh or 120% of the building's average energy use (the 120% is inclusive of any CSG subscription or existing distributed energy generation on the building).
- The installer must pay workers the prevailing wage.

Please also note that the RFP has been amended to comply with financial review requirements for grantees as defined in [Minn. Stat. § 16B.981](#). The following sections are affected:

- Section IX. Exhibits and Attachments
- Section XI. General Requirements

Political subdivisions are subject to these requirements. Complete and submit all required exhibits in the full application.

We will hold an optional [Procurement Webinar](#) for Solar on Public Buildings applicants on Monday, July 8, 1-2 p.m. This webinar will be to discuss with local governments the various options for procurement and the relevant requirements for each as detailed in Minnesota's [Uniform Municipal Contracting Law](#).

Please reach out to energy.contracts@state.mn.us if you have any questions.

85 7th Place East | Suite 280 | Saint Paul, MN 55101

An equal opportunity employer



Sincerely,

Minnesota Department of Commerce
Energy Contracts

CC: Application File
Equal Opportunity Employer

City of La Crescent
315 Main Street
P. O. BOX 142
La Crescent, MN 55947

REQUEST FOR PROPOSALS
Solar Request for Proposals (RFP)

Reference Number: 07.23.2024

Date of Issue: 07/23/2024
Proposal Due Date: 08/22/2024

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ATTACHMENT A: Module or inverter recycling reporting form

REQUEST FOR PROPOSALS

II. OBJECTIVE

The City of La Crescent, hereinafter referred to as “the city” is soliciting competitive sealed proposals from qualified contractors to design, build, and maintain a solar installation on the City of La Crescent property and provide power to the city facility.

The city is requesting proposals from qualified firms, partnerships, corporations, associations or professional organizations to provide turn-key solar photovoltaics (PV) services. Responses shall be submitted no later than 4:00 p.m. on August 15th, 2024. Late responses will not be considered. Each response shall be treated as confidential until this deadline, after which each response shall become public.

Proposers shall submit pricing for the following:

- The Pool Building

III. OVERVIEW

The City of La Crescent is seeking proposals from interested firms that are capable of designing, engineering, installing, and maintaining a solar PV project for the Pool Building. The city intends to purchase the PV system once interconnection with the electricity grid from Xcel Energy is completed.

The city believes on-site PV power generation will provide a long-term financial benefit by reducing energy costs through reduction of peak demand loads and daily energy consumption at the sites. The program will provide high quality power with minimal environmental impact. Through on-site PV solar generation, the city hopes to:

- Reap the financial benefits of more affordable electricity at minimal cost.
- Reduce environmental impact.
- Provide an example of successful renewable energy generation and showcase the city as a leader in development of renewable energy sources.

Through this RFP process, the city intends to select only one proposer for the solar project, and is looking for the “best value” proposal based on the selection criteria stated within this RFP.

IV. RFP SCHEDULE

The following schedule and deadlines apply to this solicitation:

Non-Mandatory Pre-Bid Conference and site visit

July 29th, 2024 at 9:00 am. Meet at City Hall at 315 Main St, La Crescent, MN 55947.

We will then visit the aquatic center at 608 S 7th St, La Crescent, MN 55947.

Date for Final Submittal of Questions

August 1st, 2024 no later than 4:00 PM EST
Submit questions to: to Jason Ludwigson, sustainability coordinator, at
jludwigson@cityoflacscent-mn.gov

Request for Proposal due on August 15th, 2024 no later than 4:00 PM CST
Electronic copies emailed to Jason Ludwigson, sustainability coordinator, at
jludwigson@cityoflacscent-mn.gov with subject "RFP for Solar PV 2024"

V. SITE INFORMATION

The city currently, as a whole, uses approximately 1.1 million kilowatt-hours (kWh) per year. The city has interest in a photovoltaic system for electricity generation that can be successfully installed on the roof of the pool building. The average energy use for each facility for 2021-2023 is provided:

Pool Building

608 S 7th St, La Crescent, MN 55947

2021 Usage: 37,920 kWh

2022 Usage: 52,800 kWh

2023 Usage: 64,080 kWh

Community Solar Garden Subscription for Pool Building

608 S 7th St, La Crescent, MN 55947

2021 Average Annual Production: 25,023.93 kWh

2022 Average Annual Production: 25,023.93 kWh

2023 Average Annual Production: 33, 958.59 kWh

VI. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each provider must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to carry out the provisions of the contract.

The provider will design and install a solar photovoltaic system. The provider should make every effort to visit each site and determine the best course of action for each facility.

- The size limit for the array is the lesser of 40kwh or 120% of the building's average energy use (the 120% is inclusive of any CSG subscription or existing distributed energy generation on the building).
- The installer must pay workers the prevailing wage.

Before submitting a proposal, providers will have the ability to tour the site as part of the Pre-bid Conference. Additional re-visits of the installation site may be schedule by contacting Jason Ludwigson to re-visit the installation site if needed. The provider will be responsible for determining load characteristics for any roof installation to ensure that warranties remain in place and to avoid damage to existing roofs.

VII. PROVIDER QUALIFICATIONS

To qualify as the provider for award of this agreement, the prime provider or joint venture must either individually or collectively demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform their role in this solar photovoltaic installation.

VIII. PERSONNEL QUALIFICATIONS AND ABILITIES

Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications, and experience of the proposed personnel. The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to the project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the project. If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; the qualifications of the entire team will be evaluated).

Provider(s) shall possess:

- Valid and pertinent State of Minnesota contractor construction licenses.
- Minnesota Professional Engineering (PE) registration for photovoltaic/electrical, structural, civil, and fire protection work.
- North American Board of Certified Energy Practitioners (NABCEP) certification.
- Certified Energy Manager (CEM) from the Association of Energy Engineers

IX. PROJECT SCOPE AND STANDARDS

The provider will design, provide, and install the solar photovoltaic system. The scope of this project is all inclusive and includes planning, engineering, labor, materials, delivery, installation and commissioning. The proposal should include all warranties and maintenance. This includes all structural and utility modifications that are required. The provider shall include in its proposal all elements necessary for a turn-key project including rebate applications, grid connection agreement, all permits and approvals from governing agencies and all labor, taxes, services and equipment. Provider shall apply for and obtain all necessary permits required by the city and all regulatory agencies including federal, state, and local jurisdictions. All fees required by the city or other jurisdictions shall be the responsibility of the applicant.

All proposed roof mounted solar panels, tracks and anchoring equipment shall not exceed five (5) pounds per square foot. Provider shall verify the structural capacity of the roof.

Ownership of Solar Renewable Energy Credits (RECS) or Certificates should be assumed to be owned by the city.

Connection to the local Utility – the Proposer is responsible for all connections to the Utility for systems that proposed to export power to the Utility.

All equipment shall be UL listed. All installations shall comply with current local government approved building and electrical codes. Guaranteed minimum output from the system shall be 85% of the expected performance output from the system.

X. CONTENT OF PROPOSAL

Proposals shall be on 8 1/2" & 11" paper and limited to twenty- (20) pages (excluding resumes and PPA, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Text shall be a minimum of eleven-point Times New Roman font. In order to maintain uniformity with all proposals furnished by provider, proposals shall include the following:

- Overview of Principal Elements. A project summary that includes an overview of the principal elements of the proposal, demonstration of an understanding of the project objectives, and a description of your approach to the solar PV system. Include any suggestions or special concerns that the city should be made aware of, the proposed configuration of equipment and any additional scope of work tasks you feel are necessary for the successful completion of the project. Include a discussion of work assignments between the provider and subcontractors used, if any.
- Schematic Design Layout. Provider shall provide a system schematic design layout for the systems, including photovoltaic model type and model no., wattage, number of modules, year 1 production, degradation percentage, inverter type and model, mounting system type, azimuth, tilt, and system size AC and DC.
- Minimum Qualifications. Sufficient information for the city to evaluate the provider's ability to successfully complete the scope of work and to meet the following minimum qualifications:
 - Appropriate Contracting Licenses in good standing
 - Appropriate other licensing in good standing
 - Company's bond rating
 - A list of personnel who will work on the project, including resumes of proposed project team members that delineates education, current licenses and certificates, prior employment and titles (included as attachments);

- **Project Team Structure:** An organizational chart describing the roles and responsibilities of each person
- **References.** A list of similar projects which your firm completed within the last 5 years. To be considered, respondents are required to have financed, designed, installed, operated, maintained, and completed a minimum of three (3) solar PV projects in the United States that are commercial grid-connected solar PV systems. One (1) of the referenced projects must be with local governments, schools, or state government and one must be of a similar scale and type. All three (3) PV projects must be currently providing the full/rated solar generation capability.

Project information should include project description, agency or client name along with the person to contact, telephone number(s) and e-mail addresses, year completed and project construction and design cost.

- **Incentives.** Proposal shall include any relevant incentives provided by the utilities in the service territory or other relevant incentives.
- **Proposal submittal and signature.** Proposal shall be signed by a company official with the power to bind the company in its proposal. All proposals must be completely responsive to the RFP.
- **ITC Direct Pay Provision:** The proposal shall include use of the investment tax credit with an accompanying pro forma that proposes city ownership of the PV system from the point of interconnection to the utility. The proposal shall include options for meeting the domestic content requirements to boost the ITC direct pay provision by 10%. The proposal shall include guaranteed minimum energy to be produced in each year at each site proposed to be developed. Provider shall identify the warranties to be transferred to the city, if the city purchases the PV systems.
- **Warranties/Guarantees.** The Respondent shall provide the following minimum warranties/guarantees:
 - Any warranty required to qualify a system for available rebates or incentives;
 - 10-year complete system warranty;
 - 25-year PV panel warranty, with a maximum of 20% degradation; and
 - 10-year complete operational power capacity warranty.
- **Local Economic Development.** The city believes that solar energy development can contribute to economic development and job creation/job retention in our area. The bidder must demonstrate its ability to contribute to the local economy including the use of local businesses and labor.

XI. TECHNICAL SPECIFICATIONS

The following technical information should be discussed in this section.

- Final system size (kWdc)
- Final system size (kWac)
- Estimated Y1 system energy production (kWh)
- Final System Energy Production Estimate Report Upload a final PDF report detailing the System's annual energy production at the final system site. All assumptions and financial inputs, including production loss estimates due to snow and shade, should be clearly listed.
- System Modules: List the number used, type/model, reusability/recyclability, and rates capacity of the System's modules.
- System Inverters: List the number, type/model, and reusability/recyclability of inverters used.
- Describe the permitting and interconnection process for the System: Do you anticipate any delays or issues related to interconnection of the System (related to the Developer, Applicant, electric utility, or otherwise)?
- System Site Plan
- One-Line Diagram, with Legend, of the System
- Reduce Capital Expenses: Describe any Developer efforts or commitments to provide financial assistance to the Applicant by (1) reducing the Applicant's initial capital expense to purchase and install the System and/or (2) helping to maximize the lifetime value of the System for the Applicant. Examples include but are not limited to, detailing (1) Specific discounts or services provided free of charge not typically offered by Developer, (2) any value or savings passed onto the Applicant via depreciation or ITC (where applicable), and (3) any other direct means or discounts the Developer is using to reduce the Applicant's capital expense, helping maximize the System's lifetime value.
- Developer Prevailing Wage Assurance: Explain how you would comply with the prevailing wage requirement "A contractor or subcontractor performing construction work on this project supported: (1) must pay employees working on the project no less than the prevailing wage rate, as defined in section 177.42; and (2) is subject to the requirements and enforcement provisions of sections 177.27, 177.30, 177.32, 177.41 to 177.435, and 177.45."
- Describe how you would assist in complying with the MPCA Recycling form (attachment A)
- Provide estimates and/or known System O&M costs throughout the 25Y analysis period, including recycling costs for any failed components replaced during an O&M contract period.
- Provide estimates for System end-of-life decommissioning and component recycling costs
- Provide estimates and/or known recycling costs for failed System components replaced during the lifetime of the System that are outside any O&M contract period

- Include description of the reusability/recyclability of the system components (panel, inverter, balance of system). Include a detailed breakdown and explanation of the rationale behind the Fair Market Value (FMV) calculation methodology for the system (if third-party financed or PPA)
- Provide any information that could impact the cost, construction schedule or output capability of the project
- Proposals shall demonstrate a proven, comprehensive data acquisition system with current and historical data available remotely through a real-time internet site capable of tracking, but not be limited, to the following:
 - o Site-specific actual kWh production (average and cumulative totals)
 - o Site-specific instantaneous maximum kWh production
 - o Actual meteorological data
 - o Solar irradiance
 - o Ambient and module temperature
 - o Capacity factor
 - o Degradation
- Proposals shall provide evidence that the proposed technology does not incorporate proprietary components and that the system design allows for multiple sources of supply and/or repair.

XII. PROJECT SCHEDULE

All proposals must include a project schedule that includes the following milestones:

- Permitting begins
- Final design plans complete
- Equipment ordered
- Construction begins
- Electrical generation begins
- The goal is to have systems installed in calendar year 2023 or 2024.

XIII. FINANCIAL STATEMENTS

Please submit a detailed financial report prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the provider. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the provider. Non-public entities may attach either unaudited financial statements or copies of tax forms and schedules that are filed with the Internal Revenue Service where applicable.

Certificate of Insurance

XIV. SELECTION COMMITTEE

The city has established a Selection Committee to evaluate provider proposals. The evaluation of each proposal will be based on technical criteria and qualifications, reference checks, and other information which will be gathered independently.

XV. CITY RESPONSIBILITY

The city will be responsible for the following:

- Providing all available existing plans and records. Provider is responsible for researching available records and paying for copies of records needed to successfully implement the photovoltaic projects of this RFP with a commercial public records request through the city.

XVI. PROVIDER SELECTION CRITERIA

The city based on the requirements of this RFP has designated the following items as selection criteria for the successful provider(s). Each Item will be individually and separately scored by Selection Committee members. The scores of each rater will be tabulated and summarized in a single total score for each of the providers:

- A. Proposal Completeness (10 points): The measure for which the provider has provided all the requested information in a clear non ambiguous way to the city as request in this RFP.
- B. Cost/Best Value to the city (20 points): Cost information provided by the provider detailing the cost to the owner and potential savings over a 25-year period.
- C. Targeted Group (5 points): Utilize certified Women, Minority, or Disabled Owned Businesses to supply materials or services.
- D. Financial Strength and Stability (10 points): Provide information indicating the provider financial strength in terms of capital and liquid assets sufficient to successfully complete the projects listed in this RFP; and the stability of the provider in terms of length of service, professional capabilities, construction experience and capabilities over time.
- E. Photovoltaic engineering, project and construction experience, including a minimum of five successfully photovoltaic projects within the scope of this RFP (20 points).
- F. Photovoltaic safety record. Specific example of a professional safety track records including any OSHA major safety violations (5 points).
- G. Project engineering analysis (10 points). Information provided by the provider detailing the estimated KWh generated by the proposed photovoltaic systems in this RFP; including all necessary assumptions for example sunlight availability, dark time, maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc.
- H. Direct pay provision (10 points). Provide actual experience in photovoltaic systems in which the provider explains how many projects it has completed and

the track record of these projects. Provide a pro forma table which covers 25 years.

- I. Photovoltaic performance monitoring (5 points). The ability to monitor the system online to ensure performance.
- J. Provider customer service, maintenance capabilities (5 points). The ability of the provider to respond quickly, efficiently and cost effectively to service calls so the photovoltaic systems are operating at optimum output.

XVII. RIGHT TO REJECT PROPOSALS

Bid proposals shall remain valid for 60 days after opening of the proposals.

The city reserves the right to reject any or all proposals submitted and no representation made herein that any contract will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the provider.

The city will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted become the property of the city.

XVIII. RFP EXHIBITS

ATTACHMENT A: Module or inverter recycling reporting form

DRAFT

#3.3



To: City Council

From: Jason Ludwigson

Date: 07/12/2024

Re: 2023 Community Energy Dashboard and Energy Rebates

The City of La Crescent was selected to participate in the Partners in Energy Program in 2020. Over the 18 months of the program the city worked on three areas of focus which included residential energy use/efficiency, business use/efficiency, and support for electrical vehicles. The program ran for 18 months and concluded in the fall of 2022. Included in the packet is the 2023 community energy dashboard. The packet also contains information about the updates to Xcel Energy and MiEnergy's Residential Energy Efficiency Programs. I will be in attendance to review these documents with the council.

2023 Community Data Dashboard Xcel Energy Year-End Program Summary



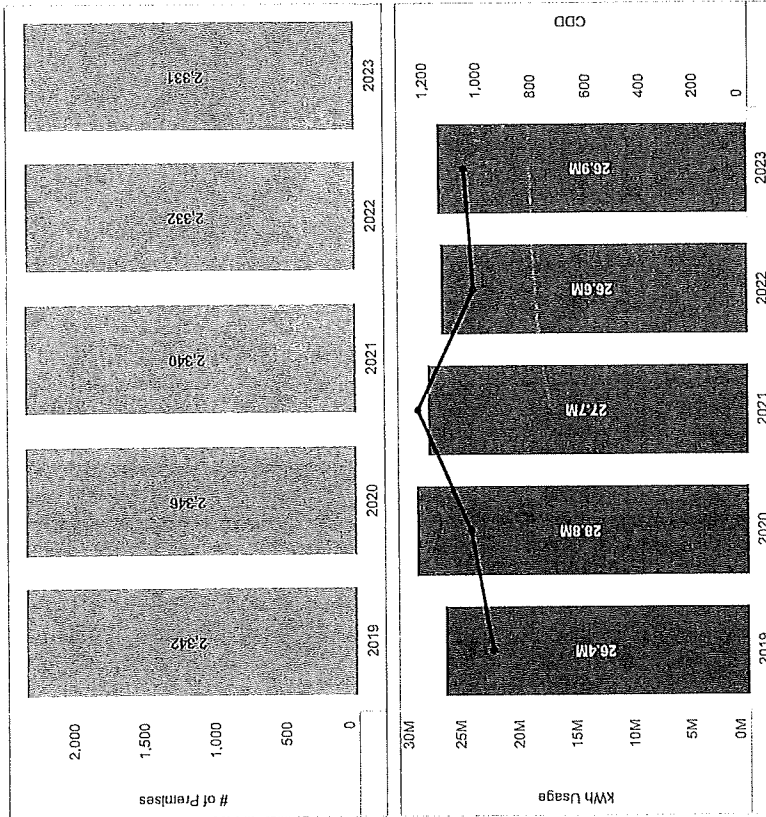
La Crescent strives to:

-Cumulatively conserve 1.7 million kilowatt hours of electricity, amounting to an estimated \$1 million dollars saved between 2021 and 2030
-Engage more than 1,500 residents and businesses across the community in energy efficiency, renewable energy, community solar, and electric vehicle outreach during implementation

Baseline

2019

Utility Consumption & Premise Trends



Annual Program Trends

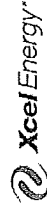
	2019	2020	2021	2022	2023
DSM kWh Savings	42,098	92,567	159,322	309,950	72,309
DSM Participation Count	291	53	120	172	124
Total Renewable Energy Participation	159	281	276	277	262
Total Renewable Energy kWh Savings	429,732	3,217,312	3,377,367	3,263,227	3,371,391
Total DSM & RE GHG Savings	90	101	121	171	97

Annual % Change

	2020	2021	2022	2023
% Change in Premise Count	0%	0%	0%	0%
% Change in kWh Usage	9%	-4%	-4%	1%

Partners in Energy is a collaboration of the Community and Xcel Energy. GHG emission estimates reflect the most accurate and current information available, but the data may change slightly after third-party verification.

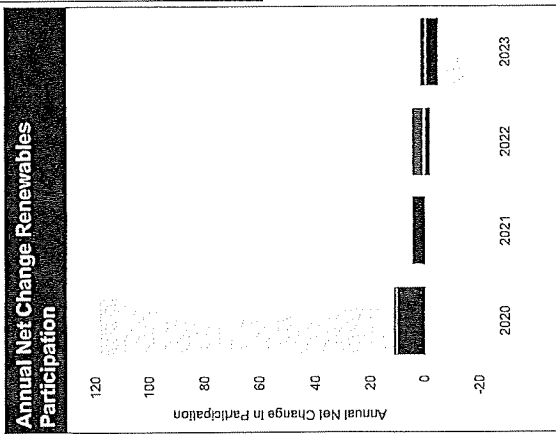
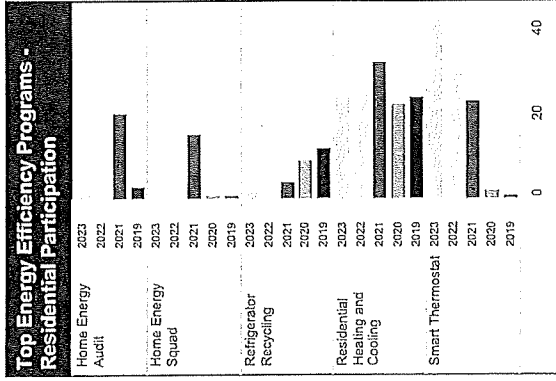
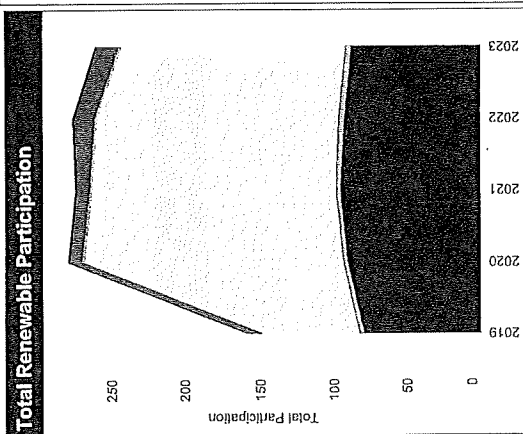
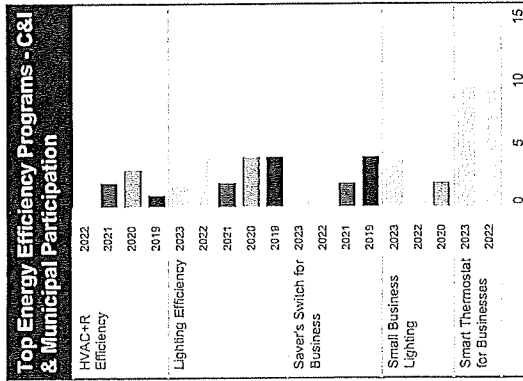
Participation counts for rebate programs reflect Xcel Energy offerings only. Xcel Energy provides electricity to the community.



PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Line: CDD/HHG Totals; Colored Bar: Total Consumption & Premises Balance Time; SF6; Source: www.wahealthdataportal.com and NOAA.gov

2023 Community Data Dashboard Xcel Energy Year-End Program Summary



Implementation Metrics

Energy Efficiency Program Participation		2019	2020	2021	2022	2023
Commercial & Industrial		9	9	6	28	8
Municipal		0	0	0	3	9
Residential		282	44	114	141	107
Renewable Program Participation						
Commercial & Industrial		5	6	6	8	8
Municipal		20	21	23	23	23
Residential		134	254	247	246	231
Total Renewable Program kWh						
Commercial & Industrial		132,210	1,248,915	1,227,156	1,184,005	1,226,954
Municipal		18,284	541,711	481,432	528,201	562,717
Residential		279,238	1,426,686	1,668,779	1,551,021	1,581,720
Total Renewable Program Participation						
Solar Rewards Participation		9	10	10	14	16
Non-Solar Rewards Net Metering Participation		1	1	1	2	2
Solar Rewards Community Participation		65	175	165	163	151
Windsources & Renewable*Connect Flex Participation		80	91	96	94	89
Renewable*Connect Participation		4	4	4	4	4

Windsources program data available since 2016.
Renewable*Connect program data available since 2019.
kWh not available for Solar Rewards program participation.

- Solar Rewards Community
- Renewable*Connect
- Solar Rewards
- Non-Solar Rewards
- Windsources & Renewable*Connect Flex



2023 Community Data Dashboard
Xcel Energy Year-End Program Summary



Energy Efficiency Programs Participation and Savings

	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023	
	DSM Participation Count					DSM kWh Savings										
Commercial																
Smart Thermostat for Businesses				15	10											
Small Business Lighting		2		5	4		15,546		35,326					38,053		
Lighting Efficiency	4	4	2	5	2		33,787		66,389					11,784		
Saver's Switch for Business	4		2	1	1											3
Residential Saver's Switch				1												3
HVAC+R Efficiency	1	3	2	4			26,364		43,968					480		
Smart Thermostat:	1	2	23	32	43		266		1,299					530		806
Residential Saver's Switch	238	10	5	69	32		20		7					73		32
Residential Heating and Cooling	24	22	32	29	24		9,500		12,128					6,655		16,328
Refrigerator Recycling	12	9	4	6	3		6,002		2,982					6,422		960
Home Energy Savings Program	3		11	2	2				10,222					2,787		1,322
Home Energy Audit	3		20	2	2				0					0		0
Home Energy Squad	1	1	15	1	1		1,082		16,816					810		2,951
Low-Income Home Energy Squad				4					3,500							
Grand Total	291	53	120	172	124		82,567		159,322					309,950		72,309



Xcel Energy filed a new DSM plan in 2021 resulting in some programs being reorganized and renamed.

ENERGY DATA GLOSSARY

Definitions

Demand Side Management (DSM): Demand side management aims to encourage consumers to decrease energy consumption. Xcel Energy offers DSM programs, like efficiency rebates and energy assessments, to help consumers reduce and shift their energy consumption.

Premise: A unique identifier for the location of electricity or natural gas service. In most cases it is a facility location. There can be multiple premises per building, and multiple premises per individual customer.

Heating Degree Days (HDD): Heating degree days (HDDs) are a measure of how cold the temperature was on a given day or during a period of days and correlates to heating demand. For example, the more HDDs there are, the higher furnace use is likely to be. This is often seen through an increase in natural gas consumption.

Cooling Degree Days (CDD): Cooling degree days (CDDs) are a measure of how hot the temperature was on a given day or during a period of days and correlates to cooling demand. For example, the more CDDs there are, the higher air conditioner use is likely to be. This is often seen through an increase in electricity consumption.

Units of Measure

Greenhouse Gases (GHG): Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

Kilowatt-hour (kWh): A unit of electricity consumption.

Therm (thm): A unit of natural gas consumption.

Metric Tons of Carbon Dioxide Equivalent (MTCO₂e): A unit of measure for greenhouse gas emissions. The unit "CO₂e" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO₂), based on the global warming potential (GWP) of the gas.

Data Privacy

4/50 Rule: Xcel Energy applies the "4/50 rule" as an aggregation standard to the energy consumption data within this report. So long as a given aggregated value contains 4 or more customers and no single customer makes up 50 percent or more of the aggregated value, the value can be publicized in this report. If these conditions are not met, customer(s) will be removed from energy consumption data.

Renewable Energy Programs

Renewable*Connect Flex (Formerly Windsource): An Xcel Energy subscription program enabling customers to source their electricity from wind for an additional monthly cost. Annual participation is calculated as a count of unique customers in both programs.

Solar*Rewards Community: A community solar garden subscription program where customers subscribe to a nearby, third-party community solar garden. Customers receive a credit for the energy produced by the portion of the solar garden represented by their subscription. Annual participation is calculated as a count of unique customers in the program.

Renewable*Connect: An Xcel Energy subscription program enabling customers to source their electricity from solar and wind for an additional monthly cost. Annual participation is calculated as a count of unique customers in the program.

Solar*Rewards: An incentivized Xcel Energy program for on-site solar installations. Excess energy generation is sold back to Xcel Energy.

Net-Metering: A non-incentivized Xcel Energy program for on-site solar installations. Excess energy generation is sold back to Xcel Energy.

Popular Energy Efficiency Programs

Home Energy Squad: A residential energy assessment program from Xcel Energy that includes a home energy audit and installation of energy efficient materials.

Residential Heating and Cooling: A rebate program for residential customers who purchase high-efficiency heating and cooling equipment, including heat pumps, water heaters and more.

HVAC+R: A rebate program where businesses can earn rebates from Xcel Energy on high-efficiency heating, ventilation, air-conditioning, refrigeration, and more.

Small Business Lighting: A free lighting and HVAC assessment program for small and medium-sized business customers.

Lighting Efficiency: Business customers can earn rebates from Xcel Energy for purchasing and installing LED lighting fixtures, bulbs, and control systems.

Check out the Energy Terms 101 digital resource to learn more:
<https://xcelenergy.com/unitedstates/document/energy-terms-101-9>



Xcel Energy

PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

2024-2026 REBATE SUMMARY

INFORMATION SHEET
MINNESOTA

MINNESOTA RESIDENTIAL ENERGY EFFICIENCY PROGRAMS

Effective January 1, 2024



Equipment	Minimum Qualifications	Rebate Amount	Key
Central air conditioners	13.4 SEER2 w/Quality Installation	\$150	⚡
	15.2 SEER2, 12.0 EER2 w/Quality Installation	\$450	
Air source heat pump (ASHP)	15.2 SEER2, 9.6 EER2, 7.8 HSPF2 w/Quality Installation	\$1,600 for Combo or Natural Gas Only customers \$1,100 for Electric Only customers	⚡ 🔥
Cold climate air source heat pump (ccASHP)	15.2 SEER2, 10.0 EER2, 8.1 HSPF2 w/Quality Installation*	\$2,000 for Combo or Natural Gas Only customers \$1,500 for Electric Only customers	⚡ 🔥
Mini-split heat pump (MSHP)	15.2 SEER2, 9.3 EER2, 8.5 HSPF2	\$1,600	⚡ 🔥
Cold climate mini-split heat pump (ccMSHP)	16.0 SEER2, 9.0 EER2, 9.5 HSPF2*	\$2,000	⚡ 🔥
Ground source heat pump (GSHP) with Quality Installation	16 EER2 and 3.3 COP	\$500 per heating ton	⚡ 🔥
Natural Gas Furnace	Existing Home, 95% AFUE	\$200	🔥
	Existing Home, 96% AFUE	\$300	
	Existing Home, 97% AFUE	\$400	
	New Home, 95% AFUE	\$100	
	New Home, 96% AFUE	\$150	
	New Home, 97% AFUE	\$200	
Natural Gas Boiler	95%+ AFUE	\$250	🔥
Smart thermostat	ENERGY STAR®, eligible to enroll in AC Rewards (see website for eligible models) **	\$50	⚡
Smart thermostat enrolled in AC Rewards	Eligible thermostats only (see website for details)	\$100 bill enrollment credit, \$25 bill credit/year	⚡
Electric heat pump water heater	ENERGY STAR® rated or AHRI listed	\$400	⚡
	ENERGY STAR® rated or AHRI listed and eligible to enroll in Demand Management	\$500	
Storage Water Heater	.64UEF, Medium Draw, <= 55 gallons	\$75	🔥
	.68UEF, High Draw, <= 55 gallons	\$75	
Tankless gas water heater	.87UEF, Medium or High Draw	\$250	🔥
















* Cold climate added requirement: Cold climate heat pumps must have a low temp heating efficiency (COP at 5 °F ≥ 1.75 AND on ashpc.neep.org. The maximum heating capacity at 5°F must be at least 70% of the 47 °F rated heating capacity.

** Must be either (1) using Xcel Energy electric service and AC or ASHP or (2) using Xcel Energy natural gas service to heat the home. Single family homes, duplexes and four-plexes only.

Key:

- 🔥 **Natural Gas:** This symbol indicates a program available to our natural gas customers.
- ⚡ **Electric:** This symbol indicates a program available to our electric customers.



🏠 **Participating contractor:** This symbol indicates a program that requires customers to use an Xcel Energy participating contractor to install the equipment or make the improvement. Our list of registered contractors can be found at HVACree.net/Xcel/Public_Search.cfm.


Air Sealing and Insulation	Minimum Qualifications	Rebate Amount	Key
For customers who heat their homes with natural gas or electricity provided by Xcel Energy.			
Air Sealing	Reduction of CFM50 by at least 15%, proven by pre and post blower door test results	40% total project cost \$600 maximum rebate	  
Wall Insulation	Pre-job condition must be empty wall cavity AND Post-job condition must achieve R11 or greater	40% of total project cost \$1,200 maximum rebate	  
Attic Insulation	Pre-job condition must be R19 or less AND Post-job condition must be R49 or greater	40% of total project cost \$1,200 maximum rebate	  
For customers with Xcel Energy electric service, using a central AC, but heating fuel is not provided by Xcel Energy.			
Air Sealing	Reduction of CFM50 by at least 15%, proven by pre and post blower door test results	\$45	 
Wall Insulation	Pre-job condition must be empty wall cavity AND Post-job condition must achieve R11 or greater	\$75	 
Attic Insulation	Pre-job condition must be R19 or less AND Post-job condition must be R49 or great	\$120	 

Air sealing measure must be completed in conjunction with either Attic or Wall insulation measure, it will not be paid as a stand alone measure. Attic and Wall insulation measures require completion of air sealing to be paid.

BONUS REBATE: There is a bonus rebate of \$600 available to customers who install Xcel Energy rebate-qualifying insulation and air sealing measures followed by installation of a Xcel Energy rebate-qualifying heat pump within two years, based on invoice dates. The bonus rebate will be paid automatically upon normal submission of space-heating heat pump rebate application.

Key:

-  **Natural Gas:** This symbol indicates a program available to our natural gas customers.
-  **Electric:** This symbol indicates a program available to our electric customers.

 **Participating contractor:** This symbol indicates a program that requires customers to use an Xcel Energy participating contractor to install the equipment or make the improvement. Our list of registered contractors can be found at HVACree.net/Xcel/Public_Search.cfm.



Residential rebate application instructions

Applying for your rebate is easy!

Review the checklist below, complete, print, sign the application, and submit.

Checklist for completing your application

- Read** the terms and conditions to determine if you are eligible for a rebate.
- Verify** the installed equipment or service meets the eligibility guidelines. All equipment and services require proof of purchase and may need additional documentation. See proof of purchase requirements and review the "Terms & Conditions" on Page 2 of this form to ensure all program criteria are met.
- Purchase and install** qualifying equipment or service. The rebate application must be received within 60 days of installation. Work with your contractor to complete and submit the application.
- Complete** all numbered steps in the application.
Note: providing your e-mail address will expedite any issues with your application.
- Print, sign and date** the application.
Do not staple documentation or application.
- Mail** your completed application and documentation.
Note: only the pages with numbered steps (page 3 of this document) need to be submitted.
- Keep** a copy for your records.

Mail:

Minnesota Energy Resources
1377 Motor Parkway, Suite 401
Islandia, NY 11749

Need help?

Please call us at: 866-872-0052, option 1
Email: merc@appliedenergygroup.com
Website: cashrebatesnow.com

Your rebate check will be mailed approximately four to six weeks after we receive a completed, eligible application including all required documentation.




Here's what you'll need to get started:

- Minnesota Energy Resources natural gas account number for home
- Customer and contractor contact information
- Proof of purchase
- Additional equipment or service documentation

Proof of purchase requirements:

Retailer/contractor dated receipt or invoice must be attached and reflect the product(s) and or service(s) listed on the application and must include:

- Retailer/contractor name, address and phone number
 - Customer name
 - Installation address
 - Product(s) or service(s) details including:
 - Quantity
 - Manufacturer
 - Model number
 - Purchase price for each product or service
 - Installation costs (if applicable)
 - Installation or service date (if installed by contractor)
 - Equipment replaced under a ServiceChoice service plan requires a copy of your Minnesota Energy Resources statement showing monthly fee for service plan.
-  We cannot process your application without proof of purchase that contains all information specified above.

If information is missing, application will be returned.

You can also apply online. Scan here:



General terms and conditions

This program offers financial incentives for the purchase and installation of select, energy efficient home improvement measures and new natural gas equipment. Applications will be processed on a first-come, first-served basis. To qualify for rebates, an applicant must meet the following eligibility requirements:

- Be a current residential Minnesota Energy Resources customer or property owner for the installation address associated with the account number provided. Furthermore, the equipment and/or measures installed and rebated must be installed at the property associated with this account number and must reduce use of natural gas energy.
- **For equipment rebates, all equipment must be new. Refurbished or homemade systems are not eligible. Equipment installed under manufacturer warranty replacement does not qualify for a rebate.**
- To avoid delay, a final, itemized receipt for all material and labor related to the equipment and installation must be attached to this rebate application. Estimates and proposals will not be accepted, unless attached to receipt reflecting the identical amount.
- All applications must be received within 60 days of installation.
- Minnesota Energy Resources is not responsible if the dealer does not provide accurate information about the amount of a rebate or equipment eligibility. It is the responsibility of the customer to ensure that the program requirements are met.
- Where applicable, energy efficiency ratings must comply with those listed in the Air-Conditioning, Heating and Refrigeration Institute (AHRI) Directory, ENERGY STAR, and the Home Ventilation Institute (HVI) for space heating and water equipment. Ratings can be found by model number at www.ahridirectory.org, www.energystar.gov or www.hvi.org. Submitting an AHRI, ENERGY STAR or HVI certificate with your application and invoice is highly recommended. These lists and directories for qualifying equipment are dynamic and change frequently.
- We reserve the right to request proof of payment. This can be either a credit card receipt or statement showing the charges paid to your contractor, or a copy of the front and back of a cashed check made out to your contractor and showing the payee name, date and amount.
- Rebate checks will be made payable to customer or property owner shown on receipt. This must match the customer or property owner of record. Installers or contractors are not eligible to receive their customer's rebates.
- Contractors performing work on their own properties must provide proof of purchase and payment.
- If you are building a home, you must obtain an invoice from your builder or heating dealer. Only one rebate per piece of equipment.
- Participants understand they are not eligible to receive a rebate for this improvement earned under a different Minnesota Energy Resources program. Only one rebate per piece of equipment is permitted.
- If more than one measure was installed, receipt must itemize costs for each measure.
- This program is subject to regulatory rules and orders. Minnesota Energy Resources reserves the right to change any portion of this program or to end this program without notice.
- All projects must comply with applicable federal, state and local laws and regulations, including building codes.

Misrepresentation

Making false statements on any Minnesota Energy Resources application is punishable by law. Any person who knowingly files an application containing materially false information or who purposely conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Minnesota Energy Resources shall have the right to recover payments made in reliance on fraudulent or misrepresented information. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Verification

Incomplete applications will be delayed. After approval, please allow four to six weeks for delivery of the rebate check. Minnesota Energy Resources reserves the right to inspect and verify any work before and/or after issuing rebates.

Tax information

Rebates may be subject to federal and/or state income tax reporting. Applicant is responsible for contacting a qualified tax advisor to determine tax liability. Minnesota Energy Resources is not responsible for any tax consequences of the Minnesota Energy Resources rebate program.

Disclaimer

Minnesota Energy Resources does not guarantee that installation of improvements for rebates will result in reduced energy usage or demand, or in cost savings. The Customer will hold harmless Minnesota Energy Resources and its officers, directors, shareholders, agents, employees, and representatives from all claims, liabilities, fines, interest, costs, expenses, and damages incurred by the Customer, for any damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the conduct, negligence, willful misconduct, misrepresentation, breach of warranty or other breach of this application form on the part of Minnesota Energy Resources.



#3.4



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *CF*
DATE: July 17, 2024
RE: Gas Installers License Renewal

The City has received the following gas installers license renewal application:

1. Canton Heating & Cooling LLC

The application appears to be in order, and I would suggest that the City Council approve the license renewal for 2024.

3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: July 18, 2024
RE: Personnel Committee Recommendations

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

1. On July 23, 2024, Angie Boettcher will have completed her 6-month probationary period as the City Clerk. Effective July 23, 2024, that Ms. Boettcher's probationary status be removed, and that she be classified as the City Clerk. Included in the recommendation is that effective July 23, 2024, Ms. Boettcher be moved from step 1 to step 2 in the City Clerk's salary schedule.
2. That the City Council approve the posting of the Training Officers position in the Fire Department. A letter from the Fire Chief regarding this recommendation is included.
3. On August 6, 2024, Colton Boettcher will have completed his 120-day probationary period as a Groundskeeper at Pine Creek Golf Course. Effective August 6, 2024, that Mr. Boettcher's probationary status be removed, and that he be classified as a Groundskeeper at Pine Creek Golf Course. A letter from the Golf Course Superintendent regarding this recommendation is included.



La Crescent Fire/Rescue

To: Personnel Committee
La Crescent City Council
Bill Waller – City Administrator
From: Chief Tom Paulson
Date: 7/09/2024

RE: Permission to recruit to hire FD Training Officer

This is a request to open recruitment internally to hire for the second Training Officer position. This role will work in partnership with our existing Training Officer to provide fire and EMS training internally to the department. The department has had two training officers in the past analysis of the workload suggests an additional resource in the role would improve both planning and delivery of the required training.

Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Paulson".

Tom Paulson, 1801
Fire Chief
La Crescent Fire Department

To: Bill Waller
From: Roy Lemke, Golf Course Superintendent
Date: July 15, 2024
Re: Recommendation Colton Boettcher

Mr. Boettcher has completed his probationary period. During this time, he has proven to be an asset to the course, and will be for the City of LaCrescent moving forward in the future.

It is with confidence I am recommending Mr. Boettcher be moved from probationary status to full time.

Roy Lemke
Pine Creek Golf Course
3815 N Pine Creek Rd.
LaCrescent, Mn 55947
507-895-2410



#3.6



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: July 10th, 2024

RE: Planning Commission meeting minutes July 2nd, 2024

Attached for your review are the minutes from the July 2nd, 2024, meeting of the Planning Commission.

The meeting minutes are informational only and don't require action by the City Council.

MINUTES, REGULAR MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
July 2nd, 2024

The Planning Commission met at 5:30 p.m., on July 2nd, 2024, in the City's Community Building located at 336 S. 1st Street.

Item 1. Call to Order

Chair Greg Husmann called the meeting to order at 5:45 p.m. Meeting was postponed 15 minutes in order for a member to arrive for a quorum.

Item 2. Pledge of Allegiance

Members recited the Pledge of Allegiance.

Item 3. Roll Call

Upon a roll call taken and tallied by Josh Tarrence, Building Inspector, the following members were present: Chair Greg Husmann, Vice Chair Christopher Langen, Mike Welch, and Dave Hanifil. Ex-Officio City Council Representative Cheryl Jostad was present. Jerry Steffes, Ryan Stotts and Judy Enright were absent.

Item 4. Approval of the April 2nd, 2024 Planning Commission Minutes

After reviewing the minutes from the April 2nd, 2024 meeting, a motion to accept the minutes, was made by Commissioner Welch and seconded by Vice Chair Langen. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Mike Welch	Yes
Chris Langen	Yes
Greg Husmann	Yes

and none voted against the same. Dave Hanifil abstained from the vote. The motion was declared duly carried.

Item 5. PC-24-02-VAR 604 Hickory Court

Josh Tarrence provided a Staff Report to include Finding of Facts, Findings and Recommendations, and Recommended Motion in regards to a Variance application submitted by Heidi Schroeder. The Variance application is to extend the front yard setback requirements, which are stated in the City of La Crescent Zoning Ordinance as a minimum 25 feet with a maximum 35 feet, to allow an additional 30-35 feet.

Heidi Schroeder, applicant, spoke in regards to her application for the variance.

CRITERIA FOR GRANTING VARIANCE

Zoning Ordinance states the following:

A variance is a modification or variation of the provision of this zoning code as applied to a specific piece of property.

Subd. 2.

A. Variances shall only be permitted

1. when they are in harmony with the general purposes and intent of the ordinance, and
2. when the variances are consistent with the comprehensive plan.

B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

Subd. 3. "Practical difficulties," as used in connection with the granting of a variance, means that

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
3. The variance, if granted, will not alter the essential character of the locality.

After discussion, a motion was made by Commissioner Welch to approve the variance to allow for an additional 30 – 35 feet to be added to the front yard setback. The motion included the following findings:

1) Is the request in harmony with the general purposes and intent of the ordinance?

The variance is in harmony with the purpose and intent of the zoning ordinance based on the following findings of the Board of Adjustment because:
the intended use will continue as a single- family dwelling.

2) Would granting the variance be consistent with the Comprehensive Plan?

Granting the variance is consistent with the Comprehensive Plan because:

- a. there is no specific reference in the comprehensive plan to the minimum or maximum amount of distance for front yard setbacks.

- b. that the city will maintain and enforce development design guidelines for all housing types that will maintain neighborhood character, property values and aesthetics over time and enhance the social function, health, and safety of City neighborhoods.

Practical Difficulties Analysis

- 3) **Does the property owner propose to use the property in a reasonable manner not permitted by the ordinance?**

The property owner does propose to use the property as a residential single-family home which is permitted by the ordinance. This is a uniquely shaped lot that has significantly less street facing frontage than neighboring lots. The house design is a smaller single-family dwelling and by allowing the setback, the homes would have more uniformity.

- 4) **Is the plight of the landowner due to circumstances unique to the property owner not created by the landowner?**

There are circumstances unique to the property that prevent compliance with the ordinance because: the lot is a pie shaped lot with significantly less street facing frontage compared to neighboring lots.

- 5) **Would granting the variance allow the essential character of the locality to stay the same?**

Granting the variance will not alter the essential character of the locality because: the use of the property is still a single-family residential home with a two-car garage. It would also add more uniformity to the cul-de-sac.

Conditions of Approval

- 6) The applicant/developer will abide by all representations made by the applicant/developer, or their agents, made during the permitting process, to the extent those representations were not negated by the Planning Commission or City Council and to the extent they are not inconsistent with the spirit or explicit conditions of the conditional use permit.
- 7) That the applicant/developer complies with all applicable federal, state, and local regulations.

The motion and findings were seconded by Commissioner Hanifil.

Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Mike Welch	Yes
Dave Hanifil	Yes
Chris Langen	Yes
Greg Husmann	Yes

and none voted against the same. The motion with the findings was declared duly carried. The Notice of Appeal to the City Council, as written below, was read by Josh Tarrence.

Appeal to the City Council

Pursuant to 12.07 Subd. 11 of the La Crescent Zoning Ordinance, upon approval or denial of a variance request by the Board of Adjustment, an applicant or other aggrieved party may file an appeal in writing to the City Council within ten (10) days of the decision, otherwise the decision by the Board of Adjustment becomes final.

Item 6. Future Agenda Items

There were no items discussed as future agenda items.

Item 7. Adjourn

A motion was made to adjourn the Planning Commission Meeting by Commissioner Welch and seconded by Vice Chair Langen. Upon a voice vote, all members voted in favor of and none voted against the same.

The Chair adjourned the Planning Commission meeting at 6:08 p.m.

#3.7



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



July 8, 2024

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: Rotary Sponsored - Apple Blossom Bicycle Tour
Saturday, August 10, 2024, at 8 am

I am writing to inform you about the 11th annual Apple Blossom Bicycle Tour, organized and sponsored by the La Crescent Rotary. The event is scheduled for Saturday, August 10th.

The organizers have planned the route to ensure safety by utilizing safe paths and the new pedestrian bridge, hence no police assistance for traffic control is requested. However, they are requesting the city to provide three picnic tables and two garbage cans to be placed at a designated spot in Veteran's Park. They will set up a 20x30 tent in the parking lot and serve lunch starting at 10:30 AM.

In support of this event, I respectfully request permission for it to proceed as planned. The La Crescent Police will be monitoring the event and will be available to assist if needed. Disruption to normal traffic flow is expected to be minimal.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager
Chief of Police

#3.8



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



July 9, 2024

Honorable Mayor and City Council Members
City Administrator Bill Waller

Re: 18th Annual NNO Event – Tuesday August 6th, 2024 5:00pm – 8:00pm

I hope this message finds you well. I am excited to personally invite you to the 18th Annual Neighbor's Night Out, also known as National Night Out (NNO). This event will take place on Tuesday, August 6th, 2024, from 5 PM to 8 PM.

We have planned numerous family-friendly activities to encourage community engagement and to celebrate the wonderful resources La Crescent has to offer. It would be an honor to have you join us for this special evening.

Please find the attached flyer for further details.

We look forward to seeing you there!

Warm regards,

Luke M. Ahlschlager
Chief of Police

The La Crescent Police Department

18th Annual National Night Out



Tuesday August 6th, 2024 5:00pm – 8:00pm
Frank J. Kistler Memorial Park, S. 7th St

Gather for fun, and celebrate a National Night Out against crime!

Join local public safety officials for light dinner, prizes, and *great* activities:

Free swimming at the La Crescent Aquatic Center from 6:30pm – 8:00pm

Information stations, music, giveaways, and a few surprises, too

Demonstrations and visits with La Crescent Police and La Crescent Fire Fighters

Bicycle safety checks with the La Crescent Bike Shoppe



Food, Fun,
Music &
Demos





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



COMMUNITY ANNOUCEMENT

Free inkless Child ID Kits are being distributed to parents through a partnership involving National Night Out, the National Child ID Program, and grant support from AT&T and Johnson & Johnson. **These kits will be available during the National Night Out event, scheduled for August 6th at 5:00 PM, hosted by the La Crescent PD.**

Parents are encouraged to attend the event and pick up a free inkless Child ID Kit. This kit acts as a precautionary measure to assist law enforcement in the event a child goes missing. By completing the kit, parents can have vital identification information readily available, which can expedite the search process for missing children.

Matt Peskin, Founder and Executive Director of National Night Out, highlights the significance of community involvement in creating safer neighborhoods. Mike Singletary, a Hall of Fame Ambassador for the National Child ID Program, emphasizes the importance of preparedness in parenting, comparing it to playing defense in football.

In the United States, an average of 1,000 children go missing daily. These ID kits can provide up to 90% of the information needed by law enforcement to begin their search promptly. The kits, provided at no cost, include an inkless fingerprinting kit, DNA sample collection, physical identification information, location of medical records, a spot for a recent photo, and easy-to-use instructions.

Kits should be completed by parents and stored in a safe place at home. The information does not enter a database.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Ahlschlager'.

Luke M. Ahlschlager

Chief of Police

#3.9



La Crescent Apple Festival, Inc.

P.O. Box 65 | La Crescent, MN 55947 | (507) 895-2800 | www.applefestusa.com

To: City of La Crescent

C/O: Bill Waller

From: Applefest Board of Directors

Date: 04/30/2024

Re: Request for assistance during 2024 76th Annual Applefest

Dear City of La Crescent,

Applefest would like to formally request the assistance from the City of La Crescent to help coordinate a successful 76th year of celebrating Applefest. Assistance that we would like includes help in preparing the carnival area, installing signs, installing stakes and fencing, a water line for the King Apple Tent, the use of city garbage cans, picnic tables and trailer, help barricading the staging route for the King Apple Parade, and use of 8 golf carts for the preparation of the King Apple Parade. If you have any questions, please contact David Vanderzee, King Apple Tent Chair at (507) 313-8474.

Thank you in advance for your continued support of the Applefest celebration on September 20-22, 2024.

David & Justine Vanderzee
King Apple Tent Chair & Co-Chair
beertent@applefestusa.com
David : (507) 313-8474
Justine : (608)397-7762

07/3/24

Dear City Council,

On behalf of the Carnival and Concessions committee from the La Crescent Applefest board, I am inquiring about using picnic tables from the city parks during Applefest. Applefest is scheduled for September 20-22, 2024. This year, we are hoping to have a total of eight picnic tables. If possible, I would like the picnic tables delivered to the fest grounds on the morning of Thursday, September 19th, and picked up on the morning of Monday, September 23rd.

Additionally, we would like to request 550 gallons of water from the Fire Department to be used in our dunk tank this year. We were informed that this would be something that would require council approval. If approved, we would need this to be filled on Friday September 20th.

Thank you for your time and ongoing support of Applefest. Your support is crucial to the success of this event, and we would not be able to do this without the help of the City Council. Please feel free to contact Justine or myself with any questions.

Sincerely,

Ryan Deicher & Justine Vanderzee

La Crescent Applefest, Carnival and Concession

Committee Email: carnivalconcession@applefestusa.com