

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
AUGUST 25, 2025
5:00 P.M.



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

1. CONSENT AGENDA

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

- 1.1 MINUTES – AUGUST 11, 2025
- 1.2 BILLS PAYABLE THROUGH AUGUST 22, 2025
- 1.3 DENIAL OF CANNABIS APPLICATION

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 LIBRARY SUMMER READING PROGRAM REVIEW
- 3.2 FIRE DEPARTMENT RELIEF ASSOCIATION/PENSION INCREASE
- 3.3 DRIFT COMMUNITY BIKE SHARE AGREEMENT
- 3.4 MPCA DC FAST CHARGING PROJECT AGREEMENT
- 3.5 CARBON REDUCTION FUND GRANT AGREEMENT/RESOLUTION
- 3.6 FEE SCHEDULE AMENDMENT – PET LICENSING
- 3.7 2026 LA CROSSE MTU OPERATING AGREEMENT – BUS SERVICE
- 3.8 2026 MOTOR VEHICLE LEASE – LA CROSSE MTU
- 3.9 CANNABIS DEVELOPMENT AGREEMENT – 270 STRUPP AVENUE
- 3.10 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.11 LICENSE APPLICATION – CIGARETTE/OTHER TOBACCO
- 3.12 PROCLAMATION – DIRECT SUPPORT PROFESSIONAL RECOGNITION WEEK

4. UNFINISHED BUSINESS

- 4.1

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5. MAYOR'S COMMENTS

- 5.1 LEAGUE OF MINNESOTA CITIES – REPRESENTATIVE DAVIDS
- 5.2 LEAGUE OF MINNESOTA CITIES – SENATOR MILLER

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 EXPLORE LA CROSSE
- 6.2
- 6.3

7. CORRESPONDENCE

- 7.1 MINNESOTA STATE DEMOGRAPHIC CENTER
- 7.2 WIESER BROTHERS GENERAL CONTRACTOR, INC.

8. CHAMBER OF COMMERCE

- 8.1

9. HOUSTON COUNTY

10. ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
AUGUST 11, 2025

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of August was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, August 11, 2025.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Cherryl Jostad, Chris Langen, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, Public Works Director Tyler Benish, City Engineer Tim Hruska, Police Chief Luke Ahlschlager, City Attorney Skip Wieser, Sustainability Coordinator Jason Ludwigson, Community Development Director Larry Kirch, and City Clerk Angie Boettcher.

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – JULY 28, 2025
- 1.2 BILLS PAYABLE THROUGH – AUGUST 11, 2025

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – PARADE ORDINANCE

Police Chief Luke Ahlschlager reviewed the revised Parade Safety and Conduct Ordinance with City Council. It was recommended that City Council approve the ordinance. Following discussion, Member O'Donnell-Ebner introduced the following ordinance and moved its passage and adoption:

Ordinance No. 593

AN ORDINANCE OF THE CITY OF LA CRESCENT

REGULATING PARADE SAFETY AND CONDUCT IN THE CITY OF LA CRESCENT, MINNESOTA

SECTION 1. PURPOSE

The purpose of this ordinance is to promote the safety of parade participants and spectators, minimize noise-related disturbances, and ensure responsible event management practices during parades held within the City of La Crescent.

SECTION 2. DEFINITIONS

1. Parade: A public procession, including floats, vehicles, or participants, organized for celebratory, commemorative, or promotional purposes along a defined route within the City of La Crescent.
2. Parade Participant: Any individual, group, organization, or entity participating in a parade.
3. Safety Plan: A document prepared by parade organizers outlining measures to ensure traffic control, security, and emergency access during the event.

SECTION 3. REGULATIONS

A. Noise Level Control

1. The use of sirens, horns, or other high-decibel noise-making devices is prohibited.

B. Candy Distribution

1. Throwing candy or any other objects from moving vehicles during parades is strictly prohibited.
2. Parade participants may distribute candy or other small items by walking alongside their floats or vehicles and handing them directly to spectators.
3. Guidelines for candy distribution shall be incorporated into the parade permit application process, and all participants must adhere to these rules.

C. Application for Parade Permit

1. Any individual or organization seeking to host a parade within the City of La Crescent must apply for a parade permit no less than 30 days prior to the scheduled date of the parade.
2. The application must be submitted to the City Clerk and must include:
 - a. Proposed date, time, and route of the parade.
 - b. Estimated number of participants and vehicles.
 - c. Contact information of the responsible organizer(s).
 - d. Complete Safety Plan, as outlined in Section D.
 - e. Proof of insurance policy, as outlined in Section F.
3. The City reserves the right to deny or revoke a parade permit if the applicant fails to meet safety, timing, insurance requirements or procedural requirements, or if prior violations are on record.

D. Safety Plan Requirement

1. All parade organizers must submit a Safety Plan to the City as part of the parade permit application process. The plan must address:
 - a. Traffic control measures.
 - b. Security provisions.
 - c. Emergency vehicle access.
 - d. Open flames (e.g., torches or fire performances)
2. The Safety Plan must be reviewed and approved by the La Crescent Police Department and Public Works Department prior to the issuance of a parade permit.

3. Organizers must ensure clean-up of the parade route and surrounding areas following the event.

E. Nighttime Parade Safety (Torchlight Parades)

1. Parades occurring after sunset, including torchlight parades, must include additional safety measures in the submitted Safety Plan. These measures must address visibility and lighting concerns to protect both participants and spectators.
2. All floats, vehicles, and walking participants must be equipped with appropriate lighting such as LED lights, reflective materials, or other illumination devices that ensure visibility in low-light conditions.
3. Open flames (e.g., torches or fire performances) are prohibited unless specifically approved by the La Crescent Fire Department and included in the Safety Plan with detailed fire safety precautions.
4. Organizers must ensure adequate street lighting along the parade route and may be required to supplement with temporary lighting if existing infrastructure is insufficient.

D. Insurance

1. Prior to issuance of the permit by the City of La Crescent, each permittee shall furnish evidence of a liability insurance policy in amounts of not less than \$500,000 per occurrence and \$1,000,000 annual aggregate and shall be in force and effect at the time such usage is to take place. Said evidence of insurance shall include a certificate of insurance naming the City of La Crescent as additional insured in connection with said usage.
2. The parade permit holder is responsible for ensuring that all participating units are properly insured.

SECTION 4. ENFORCEMENT

1. Any violation of the provisions of this ordinance may result in:

- a. Immediate suspension or termination of the parade permit.
 - b. Fines as established by the City's fee schedule.
 - c. Denial of future parade permits for the violating organization or individual.
2. Enforcement of this ordinance shall be the responsibility of the La Crescent Police Department and other City-designated personnel.

SECTION 5. EXCEPTIONS

1. Emergency vehicles participating in parades may use sirens or loud horns as necessary for public safety purposes.
2. Military observances, including ceremonial gun salutes, are permitted.
3. Other exceptions may be granted by the City Council upon request and subject to conditions deemed appropriate to ensure public safety.

SECTION 6. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication as required by law.

PASSED AND ENACTED this ____ day of ____, 2025.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

Dale Williams	Yes
Mayor Poellinger	Yes

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

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 593 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH “OFFICIAL COPY” SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.2 – PEACE OFFICER STANDARDS & TRAINING COMPLIANCE

Police Chief Luke Ahlschlager reviewed with City Council the La Crescent 2025 Peace Officer Standards and Training (P.O.S.T) Compliance review. The P.O.S.T. compliance review was conducted on June 30th, 2025, in which the La Crescent Police Department successfully passed. This item was informational only, no action required.

ITEM 3.3 – PARADE PERMIT REQUEST-THRILLER DANCE

City Council reviewed a letter from Police Chief Luke Ahlschlager regarding a parade request for the 7th Annual Thriller Dance Performance to be held on Sunday, October 26th, 2025, at 6:00 p.m. The request includes temporary closure at the intersection of Main Street and Walnut Street during the event. The La Crescent Police Department will be responsible for setting up barricades and providing traffic control. It was recommended that City Council approve the request. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE 7TH ANNUAL THRILLER DANCE PERFORMANCE TO BE

HELD ON SUNDAY, OCTOBER 26TH, 2025, AT 6:00 P.M. WITH THE TEMPORARY CLOSURE AT THE INTERSECTION OF WALNUT STREET AND MAIN STREET AND ASSISTANCE FROM THE LA CRESCENT POLICE DEPARTMENT WITH SETTING UP BARCADES AND PROVIDING TRAFFIC CONTROL.

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

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

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

ITEM 3.4 – WALNUT STREET PROJECT REVIEW

City Engineer Tim Hruska reviewed the 2026 Walnut Street Project with City Council. The reconstruction of Walnut Street will be between South 3rd Street and North 4th Street and includes a connection along Walnut Place to Veterans Park. Plans for the street project were included. This was informational only, no action required.

ITEM 3.5 – SOLAR ON PUBLIC BUILDINGS AGREEMENT WITH SOLAR CONNECTION

Sustainability Coordinator Jason Ludwigson reviewed with City Council the agreement between the City of La Crescent and Solar Connection for the solar PV project at the Stoney Point Well House. The City Council approved the proposal from Solar Connection at the April 28th City Council meeting. Attorney Wieser also included an addendum to the agreement that requires the contractor to have different levels of insurance and requirements regarding their obligations under the Data Privacy Act. It was recommended that City Council approve the agreement along with the addendum. Following discussion, Member Langen made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND SOLAR CONNECTION FOR THE SOLAR PV PROJECT AT THE STONEY POINT WELL HOUSE ALONG WITH THE ADDENDUM.

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

Cherryl Jostad	Yes
Chris Langen	Yes

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

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

ITEM 3.6 – TREE ORDINANCE

Sustainability Coordinator Jason Ludwigson reviewed a new Tree Care Ordinance with City Council. It was recommended that City Council approve the ordinance. Following discussion, Member O'Donnell-Ebner introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 591

AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING TREE CARE IN THE CITY OF LA CRESCENT, MINNESOTA

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

SECTION I. FINDINGS. The La Crescent City Council hereby finds and declares as follows:

1. By taking in carbon dioxide and releasing oxygen, trees are important to improving air quality.

The planting of trees results in less runoff and erosion, which improves water quality. Trees recharge the ground water supply.

3. Trees planted in and around buildings can reduce heating and cooling costs. Trees also cool the city by breaking up urban "heat islands" and releasing water vapor into the air through their leaves.

SECTION II. PURPOSE. La Crescent is fortunate to have a robust inventory of mature trees that form an integral part of the unique character and history of the city, and that contribute to the long-term aesthetic, environmental, and economic well-being of the city. The goal of this ordinance is to preserve La Crescent's high valued trees, while allowing reasonable development to take place and to limit interference with how existing property owners use their property. The purpose of the ordinance is to:

- a. Establish, maintain, and grow La Crescent's tree canopy cover by protecting mature trees throughout the city; ensuring maximum tree cover.
- b. Maintain trees in a healthy condition through best practices for tree care.
- c. Promote conservation of tree resources.
- d. Establish and maintain species diversity.

- e. Improve the quality of life for all stakeholders, including city residents, visitors and wildlife.
- f. Protect the environment by the filtering of air and soil pollutants, increasing oxygen levels and reducing CO₂; preventing and reducing erosion and stormwater by stabilizing soils; reducing heat convection; decreasing wind speeds; reducing noise pollution and decreasing the urban heat island effect.
- g. Enhance energy conservation through natural insulation and shading.
- h. Increase and maintain property values.

SECTION III. DEFINITIONS.

As used in the Article, the following words and phrases shall have the meanings indicated:

Damage – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

Boulevard – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

Public property – all grounds and rights-of-way (ROWs) owned or maintained by the City.

Public tree – any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

Top or Topping – the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

SECTION IV. AUTHORITY AND POWER.

a. Delegation of authority and responsibility. The Public Works Director, in consultation with the Natural Resources Advisory Group, and/or their designee, hereinafter referred to as the "Director", shall have full authority to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, municipal rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

b. Coordination among city departments. All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Director.

c. Interference. No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

SECTION V. TREE ADVISORY BOARD.

The City Council hereby creates a “Tree Advisory Board,” hereinafter referred to as the “Board.”

a. Duties. The Natural Resources Advisory Group shall constitute the “Tree Advisory Board”. The board shall act in an advisory capacity to the Director and shall:

1. Coordinate and promote Arbor Day activities;
2. Review and update a five-year plan to plant and maintain trees on city property;
3. Support public awareness and education programs relating to trees;
4. Review city department concerns relating to tree care;
5. Submit an annual report of its activities to the city council;
6. Assist with the annual application to renew the Tree City USA designation;
7. Recommend a list of tree species for planting on city property, and a list of prohibited species; and
8. Other duties that may be assigned by City Council.

b. Membership. The Board shall consist of members of the Natural Resource Advisory Group, appointed by the City Council. Members of the Board will serve without compensation.

c. Officers. The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.

. Meetings. The Board shall meet a minimum of four times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.

SECTION VI. TREE CARE AND PLANTING STANDARDS.

a. Standards. All planting and maintenance of public trees shall conform to the USDA Tree Owner’s Manual for the Northeastern and Midwestern United States.

b. Requirements of franchise utility companies: The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.

c. Species list. The Director shall maintain an official list of desirable tree species for planting on public property in three size classes: Small (approx. 25 feet or less in height at maturity), Medium (25-40 feet at maturity) and Large (greater than 40 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Director.

The official tree list for La Crescent can be found in Appendix A.

d. No property owner shall plant a conifer tree in the boulevard.

e. Planting distances. The Director shall develop and maintain an official set of spacing requirements for the planting

of trees on public property.

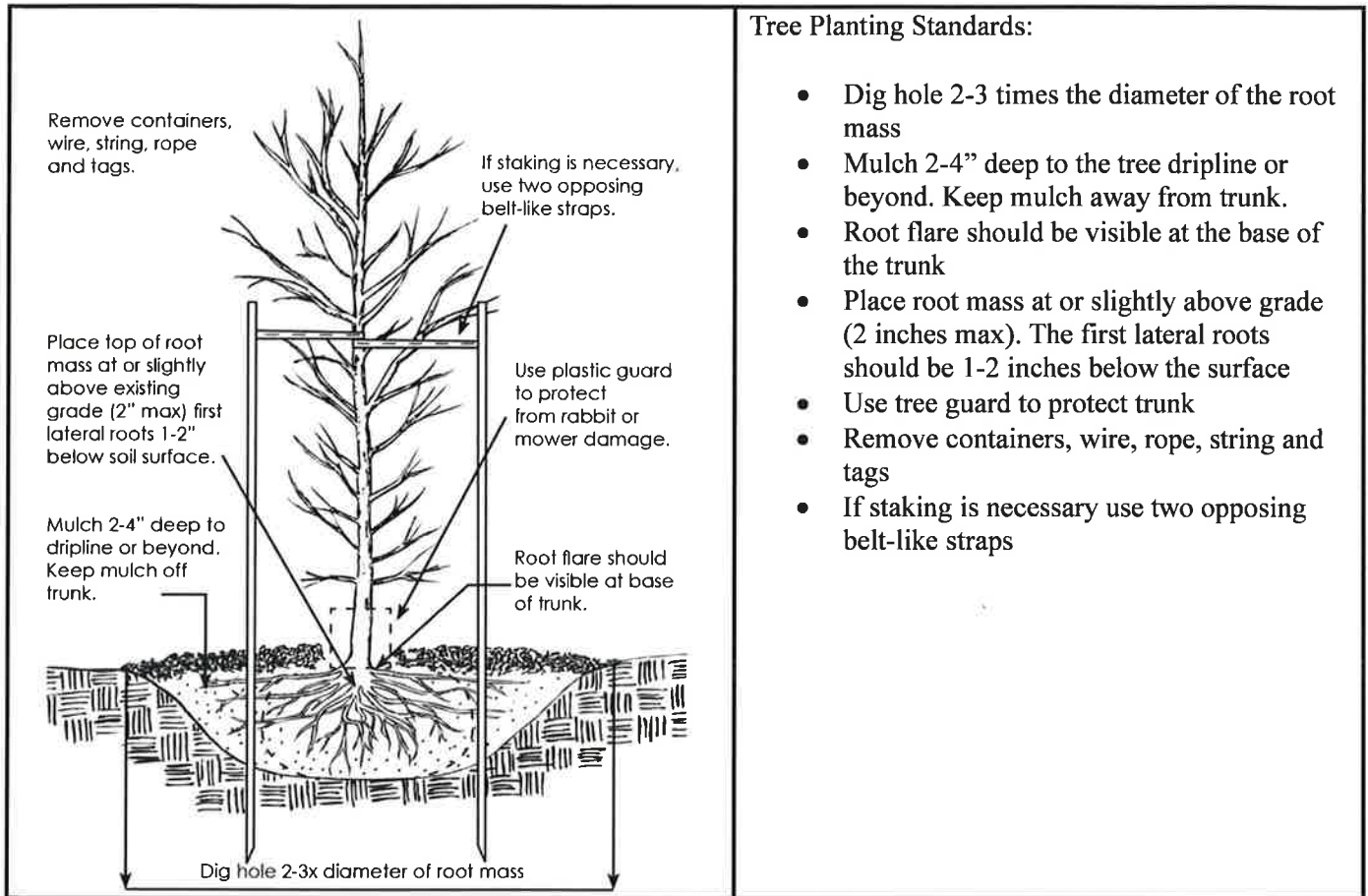
- No tree may be planted within the visibility triangle of a street intersection.
- Trees shall not be planted closer than: 25' from the curb line of an intersection, 25' from adjacent trees, or 25' from street lights.
- If a narrower-growing species of tree is selected, the distance may be reduced to 20' or more from adjacent trees. This is determined by the species of tree selected and the species of adjacent trees.
- Trees should be planted at least:
 - 20' from stop or yield signs.
 - 10' from fire hydrants and directional traffic signs.
 - 5' from alley margins, driveways, underground utilities, and utility poles.
 - 2' from property lines.

f. Planting trees under electric utility lines. Only trees listed as small trees on the official city tree species list may be planted under or within 15 lateral feet of any overhead utility wire.

g. Newly planted trees shall be watered regularly by the property owner for the first two to three years. During the summer dry season (roughly June to October), deep-root watering to a depth of 30" is recommended. Begin with 15 gallons of water per tree per week and adjust as needed. During the remaining months of the year, monitor the root zone for dryness and water as needed.

h. Newly planted trees shall be mulched by the property owner. Do not pile mulch up around the trunk of the tree. This creates an environment which can lead to trunk decay.

i. Trees planted in the central business mixed use district (CBD-1 and CBD-2) shall comply with section 12.21 of the city Zoning Code.



j. All stumps of boulevard trees shall be removed by the abutting property owner below the surface of the ground so that the top of the stump shall not project above the surface of the ground.

SECTION VII. PROHIBITION AGAINST HARMING PUBLIC TREES.

a. A property owner shall obtain written permission for the removal of a tree on public property from the Director.

b. It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any boulevard, park, or public tree, unless for the expressed purpose of staking or guying tree.

c. It shall be unlawful as a normal practice for any person, firm, or city department to top any Boulevard Tree, Park Tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility

wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the Director.

e. Any person, firm, corporation, or city department performing construction near any public tree(s) shall consult with the Director and shall employ appropriate measures to protect the tree(s), according to procedures contained in the USDA Tree Owner's Manual for the Northeastern and Midwestern United States.

f. Each violation of this section as determined and notified by the Director shall constitute a separate violation, punishable by fines and penalties under Section X, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

SECTION VIII. BOULEVARD TREES AND ADJACENT OWNER RESPONSIBILITY.

a. The owner of land adjacent to any city street, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent boulevard area. The owner shall contact utility locating services before any digging takes place.

b. Trees planted in the boulevard should be selected from the official species list for La Crescent. Trees in the boulevard should be maintained (mulched, watered, pruned, etc.) by the abutting property owner.

c. If the abutting property owner wishes to remove a boulevard tree they should consult with the Director.

d. No property owner shall allow a tree, or other plant growing on his or her property to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director, or staff under the direction of the Director, shall notify the property owner to prune or remove the tree. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

e. Where curb and sidewalks now exist, all trees shall be planted on the centerline between the curb and sidewalk edge line.

f. Tree trimming clearances shall meet the requirements found in Appendix B tree trimming.

SECTION IX. NUISANCE TREES.

a. Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the city may require its treatment or removal.

SECTION X. VIOLATIONS AND PENALTY.

A violation of this ordinance is a petty misdemeanor subject to a penalty charge not to exceed \$300.00.

SECTION XI. APPEALS.

Appeals to decisions by the Director or to penalties imposed after violations of this ordinance, shall be heard by City Council.

SECTION XII. SAVINGS AND REPEAL.

All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Severability. Should any word, sentence, clause, paragraph, or provision of this Ordinance be held to be invalid or unconstitutional the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION XIII. PUBLIC TREE CARE

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds. This Section does not prohibit the planting of Boulevard Trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections VI through X of this ordinance.

SECTION XIV. PRUNING, CORNER CLEARANCE

Trees overhanging any street or right-of-way within the City shall be pruned by the abutting property owner so that branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of thirteen feet, six inches (13' 6") above the surface of the street and eight feet (8') above the surface of the sidewalk. Said abutting property owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of any traffic control device or sign.

SECTION XV. REPEAL

Repeal Ordinance No. 105 of the City (formerly Village) of La Crescent is hereby repealed upon approval and publication.

SECTION XVI. EFFECTIVE DATE

This ordinance shall become effective upon passage, adoption, and publication according to law.

PASSED AND ENACTED this ____ day of _____, 2025.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 591 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.7 – SOLAR APP AGREEMENT

Sustainability Coordinator Jason Ludwigson reviewed with City Council a professional services agreement with Schneider Geospatial. Custom consulting by Schneider Geospatial will be provided to set up the SolarApp+ with GeoPermits. The SolarApp+ software allows for automated permitting of residential solar PV systems. By adopting the SolarApp+ platform and integrating it with GeoPermits the City is eligible for the SolarApp+ Solar Permitting Software incentive funds. The incentive is to help streamline the residential solar permitting process by providing financial incentives and technical support for local governments adopting the SolarApp+ online solar permitting platform developed by the National Renewable Energy Laboratory. It was recommended that City Council approve the agreement along with the addendum mentioned in item 3.5. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH SCHNEIDER GEOSPATIAL FOR CUSTOM CONSULTING TO SET UP THE SOLARAPP+ WITH GEOPERMITS ALONG WITH THE ADDENDUM MENTIONED IN ITEM 3.5.

Upon a roll call vote taken and tallied by the City Clerk, the following Members voted in favored duly carried.

ITEM 3.8 – LOCAL CLIMATE ACTION GRANT AGREEMENT/PALEBLUEDOT

Sustainability Coordinator Jason Ludwigson reviewed with City Council the grant agreement between the City of La Crescent and paleBLUeDot LLC for consulting services to develop a Local Climate Action plan in 2025 and 2026. The FY25 Local Climate Action Planning Grant was awarded to the City of La Crescent for \$47,500.80. Prior to the meeting the following changes and additions were made to the agreement and presented to the City Council:

- paleBLUeDot LLC will make the City an additional insured with respect to the general liability policy at their cost.
- Paragraph 7 was deleted.
- Paragraph 15(A) was deleted.
- An addendum is attached here to and incorporated herein.
- The Owner will have no obligation under this Agreement if the Owner does not receive a Grant from the state of Minnesota or the Minnesota Pollution Control Agency (MPCA).

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

MOTION TO APPROVE THE GRANT AGREEMENT AS DISCUSSED BETWEEN THE CITY OF LA CRESCENT AND PALEBLUEDOT LLC FOR CONSULTING SERVICES TO DEVELOP A LOCAL CLIMATE ACTION PLAN IN 2025 AND 2026.

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

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

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

ITEM 3.9 – AUTHORIZE ADDITIONAL AUDITING SERVICE – AUDIT AGREEMENT

City Council reviewed for approval an audit agreement between the City of La Crescent and Smith Schafer for additional auditing services for the City for a three-year period for the financial years of 2024, 2025, and 2026 and authorization to amend the 2025 budget to include the expenditure. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE AUDIT AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND SMITH SCHAFFER FOR ADDITIONAL AUDITING SERVICES FOR THE FINANCIAL YEARS 2024-2026.

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

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

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

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

MOTION TO AUTHORIZE AMENDING THE 2025 BUDGET TO INCLUDE THE ADDITIONAL AUDITING SERVICE EXPENDITURE.

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

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

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

ITEM 3.10 – CANNABIS RELATED ITEMS

City Attorney Wieser reviewed the following Cannabis related items with City Council:

A. DEVELOPMENT AGREEMENT – 270 STRUPP AVENUE

Communication was received from the developer to city staff prior to the council meeting requesting several proposed changes to the agreement. It was recommended that City Council continue the development agreement for 270 Strupp Avenue to the August 25th, 2025, City Council meeting. It was the consensus of the City Council to continue the development agreement to the August 25, 2025, Council meeting.

B. DEVELOPMENT AGREEMENT – 350 STRUPP AVENUE

A development agreement for 350 Strupp Avenue was presented to City Council and it was recommended that City Council approve the agreement and authorize the Mayor, City Administrator, and City Clerk to sign the document. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE DEVELOPMENT AGREEMENT WITH ABJKM HOLDINGS LLC AND TWIN PINES VENTURES LLC LOCATED AT 350 STRUPP AVENUE WITH THE UNDERSTANDING THAT A SUPPLEMENTAL AMENDMENT MAY BE PRESENTED AT A FUTURE DATE AND AUTHORIZE THE MAYOR, CITY ADMINISTRATOR, AND CITY CLERK TO SIGN THE DOCUMENT.

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

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

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

C. CORRESPONDENCE – 100 TWILITE STREET

City Council reviewed correspondence received from Juan Aguirre regarding 270 Strupp Ave., Suite 103. This item was informational only; no action was required.

D. POLICY ON FUTURE CANNABIS APPLICATIONS

Attorney Wieser reviewed with City Council two options moving forward with cannabis applications received by the City:

1. Make it an action item under section three of the City Council Agenda.
2. Make it a consent agenda item denying the application based on the application exceeding what our local rules authorize.

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

**MOTION TO MAKE ANY FURTHER CANNABIS APPLICATIONS AS PART OF THE
CONSENT AGENDA ITEM DENYING THE APPLICATION BASED ON THE APPLICATION
EXCEEDING WHAT OUR LOCAL RULES AUTHORIZE.**

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

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

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

ITEM 3.11 - PETITION TO VACATE STREET-CALL FOR PUBLIC HEARING

City Council reviewed for approval a Resolution calling for a public hearing for the vacation of Union Street in the City of La Crescent. Following discussion, Member Langen introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 08-25-26

A RESOLUTION DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF UNION STREET

WHEREAS, a petition signed by the majority of property owners abutting Union street in La Crescent city was received by the City Clerk on the 3rd day of August, 2025; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate Union street, adjacent to Sycamore street, legally described as:

Union Street as Platted in Gillett's Addition to Manton Plat, City of La Crescent, Minnesota.

WHEREAS, the City Clerk has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the street to be vacated; and

WHEREAS, a copy of said petition is attached hereto.

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

The City Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 22nd day of September, 2025, in the La Crescent Community Building located at 336 S 1st Street, La Crescent, MN 55947 at 5:00 p.m. and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council of La Crescent, Minnesota this 11th day of August, 2025.

Mayor

Attested:

City Clerk

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

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

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

ITEM 3.12 – IT CONTRACT RENEWAL-MORRIS ELECTRONICS

City Council reviewed a contract renewal with Morris Electronics, the City's IT support company. It was recommended that City Council approve the renewal contract. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE CONTRACT RENEWAL WITH MORRIS ELECTRONICS.

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

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

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

ITEM 3.13 – GAMBLING PERMIT APPLICATION

City Council reviewed a letter from Administrative Assistant Chris Fortsch regarding a Gambling Permit Application for the La Crescent Montessori & STEM School for a raffle to be held on February 14, 2026, at the Wieser Park Pavilion. The application appears to be in order and it was recommended that City Council approve the application and authorize that it be forwarded to the Minnesota Gambling Control Board. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE GAMBLING PERMIT APPLICATION FROM THE LA CRESCENT MONTESSORI & STEM SCHOOL FOR A RAFFLE TO BE HELD ON FEBRUARY 14, 2026, AND AUTHORIZE THAT IT BE FORWARDED TO THE MINNESOTA GAMBLING CONTROL BOARD.

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

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

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

ITEM 3.14 – DONATION RESOLUTION

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

RESOLUTION NO. 08-25-27

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

WHEREAS, the following donations were made to the City of La Crescent in the month of July 2025:

1. Bauer's Market wishes to donate \$100.00 to the La Crescent Police Department/Neighbor's Night Out.
2. Pat's Insurance Agency wishes to donate \$500.00 to the La Crescent Police Department/Neighbor's Night Out.
3. Sons of Norway wishes to donate \$50.00 to the La Crescent Fire Department.
4. ESB Bank wishes to donate \$100.00 to the La Crescent Police Department/Neighbor's Night Out.
5. AcenTek wishes to donate \$100.00 to the La Crescent Police Department/Neighbor's Night Out.
6. Johnson Livings wishes to donate \$150.00 to the La Crescent Police Department/Neighbor's Night Out.

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

ADOPTED this 11th Day of August 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES:

6.1 – JUNE ENERGY REPORT

City Council reviewed the June Energy Report provided by Sustainability Coordinator Jason Ludwigson.

6.2 EXPLORE LA CROSSE

City Council reviewed the July 29, 2025, Explore La Crosse Board Meeting agenda and the June 17, 2025, Board Meeting minutes.

7. CHAMBER OF COMMERCE

Chamber of Commerce Representative Kim Siegersma was in attendance and provided an update.

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

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

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

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



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

Attached for review and consideration by the City Council are the bills payable for the period ending August 22, 2025. 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
ABILITY BUILDING CENTER INC						
26749	CITY HALL - CLEANING	07/31/2025	87.35	.00		
26749	CITY HALL - SHREDDING	07/31/2025	294.27	.00		
26751	FD - CLEANING STATION	07/31/2025	202.80	.00		
26751	FD - CLEANING COMM RM	07/31/2025	321.60	.00		
Total 8085:			906.02	.00		
ACTION TRAINING SYSTEMS, INC.						
23125	FD - TRAINING	06/30/2025	5,920.00	.00		
Total 10298:			5,920.00	.00		
AIRGAS USA LLC						
9163850297	FD - MEDICAL SUPPLIES	08/12/2025	89.00	.00		
Total 1802:			89.00	.00		
AMAZON CAPITAL SERVICES						
14Q6-9MHC-4W	LIBRARY - BOOKS	08/18/2025	42.17	.00		
14Q6-9MHC-4W	LIBRARY - BOOKS GRANT FUNDED	08/18/2025	16.31	.00		
1CYR-7XX1-C1K	POOL - KITCHEN SUPPLIES	08/08/2025	11.98	.00		
1FNQ-T34R-RG	POOL - OFFICE SUPPLIES CREDIT	08/15/2025	5.49-	.00		
1GN9-KNPQ-MC	LIBRARY - BOOKS GRANT FUNDED	07/25/2025	67.34	.00		
1NPL-PVR1-4D	LIBRARY - OFFICE SUPPLIES	08/11/2025	25.14	.00		
1NTR-9DGX-3J4	LIBRARY - BOOKS	07/27/2025	24.22	.00		
1P4L-3G9H-ND7	LIBRARY - BOOKS GRANT FUNDED	08/05/2025	28.85	.00		
1PQL-T94C-MQ1	LIBRARY - OFFICE SUPPLIES	08/15/2025	23.71	.00		
1QWX-4RF6-KL	LIBRARY - BOOKS	08/15/2025	21.74	.00		
1TTK-TG64-JCK	LIBRARY - CLEANING SUPPLIES	08/15/2025	22.99	.00		
1V4L-H311-KW3	LIBRARY - BOOKS GRANT FUNDED	08/15/2025	27.85	.00		
1VXM-FLTL-CKC	LIBRARY - BOOKS GRANT FUNDED	08/14/2025	45.96	.00		
1WYT-WDKV-9V	LIBRARY - BOOKS	08/14/2025	8.24	.00		
1XYH-PXFP-YXX	GC - GOLF CAR REPAIR	07/31/2025	468.99	.00		
1YFD-FGVH-C6	LIBRARY - BOOKS	08/14/2025	53.97	.00		
Total 9956:			883.97	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#70	ANIMAL RESCUE - SOLAR	08/01/2025	206.37	.00		
#70	MAINTENANCE BLDG - SOLAR	08/01/2025	402.46	.00		
#70	RADIUM PLANT - SOLAR	08/01/2025	402.46	.00		
Total 9859:			1,011.29	.00		
B & T TECHNICAL SERVICES, LLC						
1786	COMM BLDG - SOLAR ELECTRICAL SERVICE	07/31/2025	566.72	.00		
Total 9680:			566.72	.00		
BAKER & TAYLOR						
2039164728	LIBRARY - BOOKS GRANT FUNDED	07/01/2025	249.99	.00		
2039183617	LIBRARY - BOOKS	07/14/2025	238.96	.00		
2039199060	LIBRARY - BOOKS	07/23/2025	133.90	.00		
2039199060	LIBRARY - BOOKS GRANT FUNDED	07/23/2025	50.64	.00		
2039203601	LIBRARY - BOOKS	07/25/2025	194.79	.00		
H72422850	LIBRARY - MOVIES	05/16/2025	18.73	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8022:			887.01	.00		
BATTERIES PLUS, LLC						
P84697493	CITY HALL - IT BATTERY BACKUP	08/12/2025	467.90	.00		
P84898043	FD - VEHICLE MAINT	08/20/2025	232.90	.00		
P84898043	UTV BATTERY	08/20/2025	155.95	.00		
Total 9428:			856.75	.00		
BLUE CROSS BLUE SHIELD MINNESOTA						
9/25 STMT	EMPLOYER PAID HEALTH - CLERK	08/21/2025	1,408.59	1,408.59	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - FD	08/21/2025	74.14	74.14	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - LIBRARY	08/21/2025	633.72	633.72	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - LICENSE BUREAU	08/21/2025	1,867.42	1,867.42	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - PARKS	08/21/2025	499.98	499.98	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - SEWER	08/21/2025	623.73	623.73	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - REC	08/21/2025	124.24	124.24	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - PD	08/21/2025	5,094.95	5,094.95	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - STREET	08/21/2025	1,405.98	1,405.98	08/21/2025	
9/25 STMT	EMPLOYER PAID HEALTH - WATER	08/21/2025	969.04	969.04	08/21/2025	
9/25 STMT	HEALTH INSURANCE WITHHELD	08/21/2025	3,165.78	3,165.78	08/21/2025	
Total 9672:			15,867.57	15,867.57		
CINTAS CORPORATION						
4236684730	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	07/14/2025	53.44	.00		
4236684829	CITY HALL - MATS, CLEANING RAGS & TOWELS	07/14/2025	83.75	.00		
4238138105	CITY HALL - MATS, CLEANING RAGS & TOWELS	07/28/2025	86.41	.00		
4238138172	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	07/28/2025	63.06	.00		
Total 9696:			286.66	.00		
CITY TREASURER'S OFFICE						
204007 - JULY	WASTEWATER TO LA CROSSE	07/31/2025	31,567.36	.00		
Total 1086:			31,567.36	.00		
CLASSIC ROCK PRODUCTS INC						
1084	PARKS - MULCH	08/04/2025	128.00	.00		
Total 278:			128.00	.00		
CORE & MAIN LP						
INV0019841	WATER TESTING CHEMICALS	08/06/2025	256.22	.00		
Total 9647:			256.22	.00		
CORKY'S PIZZA & ICE CREAM						
8/18/25	POOL - PIZZA FOR EMPLOYEES END OF SEASON	08/18/2025	126.50	.00		
Total 241:			126.50	.00		
DAVY LABORATORIES						
25H0197	WATER - TESTING	08/14/2025	114.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 312:			114.00	.00		
DEMCO INC						
7670429	LIBRARY - OFFICE SUPPLIES	07/16/2025	405.87	.00		
7670429	LIBRARY - PROCESSING MATERIALS	07/16/2025	224.22	.00		
Total 316:			630.09	.00		
DEPT OF NATURAL RESOURCES						
8/12/25-8/18/25	WEEKLY RECREATIONAL VEH. REGIST.	08/18/2025	331.08	331.08	08/22/2025	
8/5/25-8/11/25	WEEKLY RECREATIONAL VEH. REGIST.	08/11/2025	431.90	431.90	08/15/2025	
Total 318:			762.98	762.98		
DOBECK, RHODA						
7/25 LIBRARY	LIBRARY- CLEANING	07/31/2025	166.75	.00		
Total 10098:			166.75	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
8/15/25 P/R	FED/FICA/MEDICARE	08/20/2025	28,298.27	28,298.27	08/20/2025	
Total 1127:			28,298.27	28,298.27		
EPOCH EYEWEAR						
INV-027285	GC - SUNGLASSES FOR RESALE	08/18/2025	134.89	.00		
Total 9519:			134.89	.00		
EQUIPMENT MANGEMENT COMPANY						
65817	FD - RESCUE TOOL MAINTENANCE	08/11/2025	1,712.50	.00		
Total 10295:			1,712.50	.00		
GUNDERSEN LUTHERAN						
5/25 STLMT	TIF REIMB. - SITE IMP. 45%	08/21/2025	9,653.26	9,653.26	08/21/2025	
Total 1157:			9,653.26	9,653.26		
HANCOCK & ROBINSON CPAS						
42332	ASSISTANCE WITH YEAR END FINANCIAL STATEMENTS	08/15/2025	15,000.00	.00		
Total 10294:			15,000.00	.00		
HAWKINS INC.						
7167943	WATER PLANT - CHEMICALS	08/15/2025	50.00	.00		
Total 512:			50.00	.00		
HETH JR., JENNIFER & ROBERT						
5/25 STLMT	TIF REIMB - SITE IMP. - 90%	08/21/2025	3,083.09	3,083.09	08/21/2025	
Total 8951:			3,083.09	3,083.09		
HOKAH CO-OP OIL ASSOCIATION						
12532	GC - DIESEL AND GAS FILL	08/07/2025	2,110.25	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
273623	GC - TIRE REPAIR	08/06/2025	28.06	.00		
273742	GC - TIRE REPLACEMENT	08/08/2025	232.00	.00		
Total 715:			2,370.31	.00		
J & K OF LA CROSSE, INC.						
72797	WINDOW CLEANING - WIESER PAVILION	08/13/2025	345.00	.00		
Total 10265:			345.00	.00		
JOHNSON LIVINGS LLC						
8/13/25	NAME TAG - J. LUDWIGSON	08/13/2025	6.00	.00		
Total 10147:			6.00	.00		
KU-LE REGION FORESTRY INC.						
1332	CPL GRANT STONEY PT HERBICIDE APPLICATIONS	08/14/2025	4,000.00	.00		
Total 10248:			4,000.00	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
5/25 STLMT	TIF REIMB. FOR CONST. COSTS 17.5%	08/21/2025	5,498.59	5,498.59	08/21/2025	
7/25 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/18/2025	1,523.01	.00		
Total 9810:			7,021.60	5,498.59		
LA CRESCENT AUTO REPAIR, INC						
34581	B&Z - VEHICLE MAINTENANCE	08/18/2025	98.76	.00		
34633	PD - PD20 VEHICLE MAINTENANCE	08/18/2025	105.82	.00		
Total 8168:			204.58	.00		
LA CRESCENT CHAMBER OF COMMERC						
7/25 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/18/2025	1,523.01	.00		
Total 1142:			1,523.01	.00		
LA CRESCENT HOTEL GROUP LLC						
5/25 STLMT	TIF REIMB. FOR CONST. COSTS 80%	08/21/2025	25,136.42	25,136.42	08/21/2025	
Total 9816:			25,136.42	25,136.42		
LA CROSSE AREA CONVENTION AND						
7/25 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/18/2025	4,764.30	.00		
Total 9824:			4,764.30	.00		
LAPHAM'S CLEANING LLC						
34	CITY HALL - CLEANING	08/19/2025	1,200.00	.00		
Total 10121:			1,200.00	.00		
LAXPRINT.COM						
9104	STONEY POINT FOREST HABITAT RESTORATION SIGNS	07/16/2025	100.00	.00		
Total 9554:			100.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MACQUEEN EQUIPMENT INC						
W07120	FD - PUMPER REPAIR	08/14/2025	2,387.81	.00		
Total 1346:			2,387.81	.00		
MED COMPASS						
47449	FD - FIT TEST	08/18/2025	3,270.00	.00		
Total 8978:			3,270.00	.00		
MENARDS-LA CROSSE						
15740	ANIMAL SHELTER - BLDG REPAIR	07/30/2025	202.64	.00		
15774	ANIMAL SHELTER - BLDG REPAIR	07/31/2025	99.95	.00		
16084	MAINT - CLEANING SUPPLIES	08/07/2025	12.97	.00		
16084	MAINT - VEHICLE MAINT	08/07/2025	96.78	.00		
16252	MAINT - BUG SPRAY	08/12/2025	11.98	.00		
16252	MAINT - DEGREASER	08/12/2025	49.56	.00		
16252	MAINT - CLEANING SUPPLIES	08/12/2025	57.42	.00		
16252	MAINT - SMALL TOOLS	08/12/2025	115.16	.00		
16273	MAINT - SMALL TOOLS	08/12/2025	85.86	.00		
16273	MAINT - MOTOR OIL	08/12/2025	206.73	.00		
16273	WATER METER SUPPLIES	08/12/2025	91.27	.00		
16273	MAINT - VEHICLE MAINT	08/12/2025	33.70	.00		
Total 1352:			1,064.02	.00		
MIDWEST LEAK DETECTION						
2425	WATER LEAK SURVEY	08/04/2025	1,500.00	.00		
Total 9304:			1,500.00	.00		
MIDWEST TAPE						
507498198	LIBRARY- MOVIES	07/24/2025	80.98	.00		
507533473	LIBRARY- MOVIES GRANT FUNDED	08/01/2025	37.48	.00		
507533474	LIBRARY- MOVIES GRANT FUNDED	08/01/2025	50.23	.00		
507567740	LIBRARY- MOVIES GRANT FUNDED	08/08/2025	80.82	.00		
Total 9851:			249.51	.00		
MIENERGY COOPERATIVE						
7/25 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	07/31/2025	253.00	253.00	08/20/2025	
7/25 STMT	ELECT UTILITIES-GC POP MACH.	07/31/2025	192.61	192.61	08/20/2025	
7/25 STMT	ELECT UTILITIES-GC CLUBHOUSE	07/31/2025	1,751.10	1,751.10	08/20/2025	
7/25 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	07/31/2025	1,218.28	1,218.28	08/20/2025	
7/25 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	07/31/2025	145.26	145.26	08/20/2025	
7/25 STMT	ELECT UTILITIES - WIESER PARK	07/31/2025	362.36	362.36	08/20/2025	
Total 2012:			3,922.61	3,922.61		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
8/15/25P/R00156	MN CHILD SUPPORT	08/18/2025	497.46	497.46	08/18/2025	
Total 9597:			497.46	497.46		
MINNESOTA DEPT OF REVENUE						
8/15/25 R/P	MN STATE WHT	08/19/2025	5,081.00	5,081.00	08/19/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 227:			5,081.00	5,081.00		
MINNESOTA ENERGY RESOURCES INC						
7/25 STMT	ABNET RESTROOMS - GAS UTILITIES	07/31/2025	20.35	20.35	08/20/2025	
7/25 STMT	ANIMAL SHELTER - GAS UTILITIES	07/31/2025	111.51	111.51	08/20/2025	
7/25 STMT	COMMUNITY BLDG- GAS UTILITIES	07/31/2025	45.00	45.00	08/20/2025	
7/25 STMT	CONTROL BLDG - GAS UTILITIES	07/31/2025	24.22	24.22	08/20/2025	
7/25 STMT	ICE ARENA - GAS UTILITIES	07/31/2025	488.61	488.61	08/20/2025	
7/25 STMT	MAINT BLDG - GAS UTILITIES	07/31/2025	45.00	45.00	08/20/2025	
7/25 STMT	POOL - GAS UTILITIES	07/31/2025	1,223.11	1,223.11	08/20/2025	
7/25 STMT	PUMP HOUSE MCINTOSH	07/31/2025	27.27	27.27	08/20/2025	
7/25 STMT	PUMP HOUSE ORCHARDVIEW	07/31/2025	27.19	27.19	08/20/2025	
7/25 STMT	CITY HALL - GAS UTILITIES	07/31/2025	45.70	45.70	08/20/2025	
7/25 STMT	LIBRARY - GAS UTILITIES	07/31/2025	20.36	20.36	08/20/2025	
Total 8171:			2,078.32	2,078.32		
MISSISSIPPI WELDERS SUPPLY CO						
4631251	GC - WELDING RODS FOR CART REPAIRS	08/04/2025	41.20	.00		
Total 1322:			41.20	.00		
MORRIS ELECTRONICS INC.						
15147	CISCO STACKING MODULE	08/08/2025	62.50	.00		
Total 10081:			62.50	.00		
NORTHERN BATTERY						
55632507221005	GC - BATTERIES FOR GOLF CARS	07/22/2025	779.86	.00		
55632507221005	GC - BATTERY FOR MOWERS	07/22/2025	251.42	.00		
57932506031230	GC - BATTERY FOR FORD CITY TRUCK	06/03/2025	69.95	.00		
6/25 CREDIT	GC - GOLF CART EXCHANGE USED BATTERY CREDIT	06/30/2025	547.59-	.00		
Total 1461:			553.64	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1534419	GC - BEER FOR RESALE	08/14/2025	297.85	.00		
1537962	GC - BEER FOR RESALE	08/21/2025	710.45	.00		
Total 2311:			1,008.30	.00		
PENDELTON TURF SUPPLY INC						
11871	GC - CHEMICALS FOR THE COURSE	06/30/2025	3,862.25	.00		
12242	GC - CHEMICALS FOR THE COURSE	08/06/2025	1,860.00	.00		
12249	GC - CHEMICALS FOR THE COURSE	08/06/2025	392.00	.00		
12274	GC - CHEMICALS FOR THE COURSE	08/11/2025	444.00	.00		
Total 9169:			6,558.25	.00		
POELLINGER INC						
25042.01	POOL REPAIRS	08/07/2025	1,094.25	.00		
Total 1608:			1,094.25	.00		
PUBLIC EMPLOYEES RETIREMENT						
8/15/25 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	08/21/2025	17,598.90	17,598.90	08/21/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1612:			17,598.90	17,598.90		
RELIABLE PEST MANAGEMENT						
17460	LIBRARY - PEST CONTROL	07/30/2025	45.00	.00		
Total 9871:			45.00	.00		
RIDGEWAY FIRE DEPARTMENT						
8/25	FD - TRI-COUNTY MEETING & TRAINING	08/01/2025	68.00	.00		
Total 10300:			68.00	.00		
RON HAMMES REFRIGERATION INC						
68172	GC - SERVICE GRILL & FRYERS	08/05/2025	180.50	.00		
Total 1824:			180.50	.00		
SEBO, ALYSSA						
8/7/25 REIMB	POOL - REIMBURSE FOOD PURCHASE	08/07/2025	21.38	.00		
Total 10296:			21.38	.00		
SHARKEY, ERIN						
07252501	LIBRARY - BOOK TALK FEE	07/18/2025	650.00	.00		
Total 10299:			650.00	.00		
TACTICAL SOLUTIONS						
11003	PD - YEARLY RADAR CERTIFICATION	08/14/2025	295.00	.00		
Total 9345:			295.00	.00		
TOTAL LAND CARE, LLC						
1773	MOWING 817 REDWOOD EAST	07/09/2025	69.47	.00		
1794	MOWING AT 119 HILLVIEW	07/31/2025	64.13	.00		
Total 10284:			133.60	.00		
ULINE						
196221672	PD - SAFETY EQUIPMENT	08/05/2025	108.27	.00		
196221672	PD - CLEANING SUPPLIES	08/05/2025	93.27	.00		
196419409	POOL - HAND DRYERS FOR BATHROOM	08/08/2025	926.33	.00		
Total 9422:			1,127.87	.00		
US POSTAL SERVICE						
8/25 PASTDUE C	PAST DUE WATER/SEWER - SEWER	08/22/2025	45.75	45.75	08/22/2025	
8/25 PASTDUE C	PAST DUE WATER/SEWER - WATER	08/22/2025	45.75	45.75	08/22/2025	
Total 2102:			91.50	91.50		
VACKER INC.						
4758	PARK SIGNS - SHIP GRANT	08/11/2025	4,152.00	.00		
Total 10297:			4,152.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
VERIZON WIRELESS						
6119664214	FD - MOBILE	07/28/2025	180.09	.00		
6119991155	WATER DEPT - WIRELESS	07/31/2025	57.73	.00		
6119991155	SEWER DEPT - WIRELESS	07/31/2025	57.73	.00		
Total 8973:			295.55	.00		
VOLUNTEER FIREFIGHTERS'						
2025 5@14	5 NEW FIREFIGHTERS ENROLLMENT FEES @ 14	08/01/2025	70.00	.00		
Total 8070:			70.00	.00		
VOYA INSTITUTIONAL TRUST COMPANY						
8/15/25 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	08/20/2025	4,347.50	4,347.50	08/20/2025	
Total 10290:			4,347.50	4,347.50		
WATER SYSTEMS CO.						
919570	LIBRARY - WATER DELIVERY	07/17/2025	46.75	.00		
927612	LIBRARY - WATER COOLER RENTAL	07/31/2025	8.00	.00		
Total 8605:			54.75	.00		
WHKS & CO.						
55048	TRAIL EX. TO MILLERS CORNER FEASIBILT	07/25/2025	10,397.40	.00		
55050	MAIN STREET FEASIBILITY	07/25/2025	1,693.62	.00		
55064	MONTHLY STAFF MEETING	07/25/2025	354.00	.00		
55064	MILEAGE	07/25/2025	196.00	.00		
55100	PINE CREEK CONSTRUCTION ADMINISTRATION	07/25/2025	4,343.97	.00		
55100	PINE CREEK CONSTRUCTION OBSERVATION	07/25/2025	741.52	.00		
55103	WALNUT STREET RECONSTRUCTION	07/25/2025	9,711.11	.00		
Total 8290:			27,437.62	.00		
WIESER BROTHERS, INC.						
BLD 2025-1198	EROSION CONTROL DEPOSIT REFUND	08/01/2025	500.00	.00		
Total 2338:			500.00	.00		
XCEL ENERGY						
7/25 STMT	CITY HALL GREEN SPACE - 322 S 1ST ST	07/31/2025	36.44	36.44	08/20/2025	
7/25 STMT	UNIT STREET LIGHTS - 33 S WALNUT	07/31/2025	6.25	6.25	08/20/2025	
7/25 STMT	TENNIS COURT LIGHTS - 608 S 7TH ST	07/31/2025	1.64	1.64	08/20/2025	
7/25 STMT	SHORE ACRES - GRINDER PUMPS	07/31/2025	272.49	272.49	08/20/2025	
7/25 STMT	ABNET FIELD - 1323 SPRUCE	07/31/2025	11.07	11.07	08/20/2025	
7/25 STMT	WELL HOUSE - 200 STONEY PT RD	07/31/2025	1,338.01	1,338.01	08/20/2025	
7/25 STMT	FLAG LIGHT - 202 MAIN	07/31/2025	5.54	5.54	08/20/2025	
7/25 STMT	LIBRARY - 321 MAIN	07/31/2025	212.75	212.75	08/20/2025	
7/25 STMT	CITY HALL - 315 MAIN	07/31/2025	911.15	911.15	08/20/2025	
7/25 STMT	POOL - 608 S 7TH	07/31/2025	1,868.80	1,868.80	08/20/2025	
7/25 STMT	LIFT STATION - 31 MCINTOSH RD E	07/31/2025	9.18	9.18	08/20/2025	
7/25 STMT	ICE ARENA - 520 S 14TH	07/31/2025	1,883.56	1,883.56	08/20/2025	
7/25 STMT	STREET LIGHTS - PO BOX 142	07/31/2025	7,177.56	7,177.56	08/20/2025	
7/25 STMT	SIGN LIGHT - 525 S CHESTNUT	07/31/2025	10.01	10.01	08/20/2025	
7/25 STMT	FLAG LIGHT - 226 MAIN	07/31/2025	21.13	21.13	08/20/2025	
7/25 STMT	WWTP - 222 HWY 16	07/31/2025	603.04	603.04	08/20/2025	
7/25 STMT	RESERVIOR - 1026 CRESCENT HILLS	07/31/2025	10.20	10.20	08/20/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/25 STMT	BOOSTER STATION - 193 MCINTOSH E	07/31/2025	164.08	164.08	08/20/2025	
7/25 STMT	RADIUM PLANT - 722 N 2ND	07/31/2025	311.67	311.67	08/20/2025	
7/25 STMT	WELL #2 - 400 LARCH	07/31/2025	936.18	936.18	08/20/2025	
7/25 STMT	WELL #3 - 417 WALNUT PL	07/31/2025	2,006.17	2,006.17	08/20/2025	
Total 1410:			17,796.92	17,796.92		
ZIEBELL'S HIAWATHA FOODS INC						
430683	GC - KITCHEN SUPPLIES	07/11/2025	129.08	.00		
431643	GC - CLEANING SUPPLIES	07/03/2025	49.94	.00		
431643	GC - FOOD FOR RESALE	07/03/2025	544.45	.00		
431643	GC - CHIPS, SNACKS, NUTS	07/03/2025	25.00	.00		
432144	GC - CLEANING SUPPLIES	07/11/2025	95.73	.00		
432144	GC - KITCHEN SUPPLIES	07/11/2025	73.87	.00		
432144	GC - FOOD FOR RESALE	07/11/2025	311.40	.00		
432625	GC - CLEANING SUPPLIES	07/18/2025	187.22	.00		
432625	GC - FOOD FOR RESALE	07/18/2025	217.74	.00		
432625	GC - CHIPS, SNACKS, NUTS	07/18/2025	76.60	.00		
432625	GC - KITCHEN PRODUCTS	07/18/2025	13.11	.00		
433099	GC - CLEANING SUPPLIES	07/25/2025	363.72	.00		
433099	GC - FOOD FOR RESALE	07/25/2025	430.06	.00		
433099	GC - KITCHEN PRODUCTS	07/25/2025	51.13	.00		
Total 2417:			2,569.05	.00		
Grand Totals:			272,434.13	139,714.39		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

1.3



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: August 18th, 2025

RE: Cannabis Application

Attached is an application for a Cannabis Retail location, at the address of 100 Twilite Street, in La Crescent. Per the direction of the City Attorney, I am recommending denial of the application with the following findings:

1. The site is not zoning compliant as it has not obtained a waiver of the Planned Unit Development requirements as required by 12.23(5).
2. The application is in excess of the limitations on retail businesses to three (3) as contained in Section 2.6 of Ordinance 587.



BUILDING DEPARTMENT

Cannabis Application Checklist

- [X] City of La Crescent License Application Received 08/04/2025 2:40PM
- [X] OCM Number or Letter of Preapproval Received 08/04/2025 2:40PM
- [X] Building Permit Application or site location established
Received 08/04/2025 2:40PM
- [X] Fee Submitted- X Initial Registration X Annual Registration
Total \$1,500.00 Received 08/04/2025 2:40PM
- [X] Application packet deemed complete
Date 08/13/2025 Time 3:00PM


Building Department Representative



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

REGISTRATION APPLICATION FOR CANNABIS RETAIL BUSINESS

Applicant Note:

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

MAKE CHECKS PAYABLE TO CITY OF LA CRESCENT

Registration Type		
☒ Initial registration (New Establishment) Date of Opening: <u>Q3 2025, Q4 LATEST</u>	☐ Existing Establishment Registration (change in Ownership) Date of Reopening: _____ Previous Owner: _____ Date of Change of Ownership: _____	
☒ New Development*	☐ Other _____	
☐ Renewal Registration		
☐ Change in location (business Relocating) Old Location: _____ New Location: _____		
Business Information		
Business (dba) Name: <u>FLOR OSCURA LLC</u>	Owner Name: <u>JUAN AGUIRRE</u>	
Business Address: <u>100 TWILITE STREET, LA CRESCENT, MN 55947</u> (must be physical location)	Owner Mailing Address: <u>529 WABASHA STREET</u> <u>WINONA, MN 55987</u>	
Parcel ID: <u>251248000</u>		
Telephone Number: <u>312-720-1396</u>	Telephone Number: <u>312-720-1396</u>	
Email: <u>juanAguirreBSNRN@gmail.com</u>	Email: <u>JUANAGUIRREBSNRN@GMAIL.COM</u>	
Office of Cannabis Management Number: <u>MICRO-A24-000556</u> or ☒ copy of written Office of Cannabis Management license preapproval letter		
Office of Cannabis Management License Type: <u>MICROBUSINESS</u>		
Is applicant current on all property tax and assessments at retail location?	☒ Yes ☐ No	
Local ordinance compliance?	☒ Yes ☐ No	
Registration/Business Type (each location requires a separate application) See supplement for description of each business type		
☐ RETAILER		
☒ MICROBUSINESS		
☐ MEZZOBUSINESS		
☐ MEDICAL CANNABIS COMBINATION BUSINESS		
☐ LOWER-POTENCY HEMP EDIBLE RETAILER		
☐ EVENT ORGANIZER		
Location of Event: _____		
Date(s) and Time(s) of Event: _____		
Total Annual Fee (See City of La Crescent Fee Schedule) <u>\$ \$1,500</u>		
I declare under the penalties of perjury and criminal liability for willfully making a false statement that this application is, to the best of my knowledge and belief, true, correct, and complete.		
Signature of owner, partner, or principal officer 	Title <u>SOLE OWNER</u>	Date <u>08/02/2025</u>

*Submit information required by Ordinance No. 587 Section 2.3.2

www.cityoflacrescent-mn.gov/



Juan Aguirre <juanaguirrebsnrm@gmail.com>

Congratulations on receiving preliminary license approval for MICRO-A24-000556

NoReply@accela.com <NoReply@accela.com>
To: <juanaguirrebsnrm@gmail.com>

Tue, Apr 22 at 5:00 PM

Dear Applicant,

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

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

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

endorsements.

7. **Retail registration (only for license types engaging in retail direct to consumers).** If your license involves retail sales, you must obtain a local retail registration from your local government after you have received your cannabis business license. The approval process for this is determined by the local government.

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

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

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

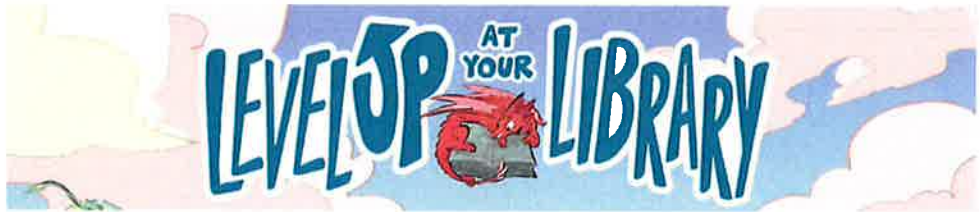
Again, congratulations on reaching this milestone in your ongoing efforts to secure a cannabis business license.

Thank you,

Minnesota Office of Cannabis Management



SUMMER READING PROGRAM 2025



LEVEL UP AT YOUR **LIBRARY**

**231 youth and
teens
registered**

**Increased
participation in
reading logs
and book
reviews by 12%**

**Increased
storytime
attendance by
20%**

**Attendance at
Legacy
Programs
increased by
95%**

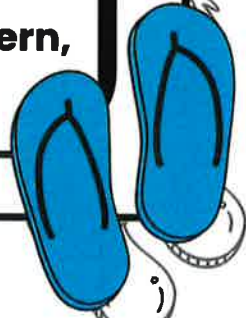
**Hands on learning
for all ages about
papermaking, local
songbirds and their
habitat, owls,
ukuleles, insects,
and sign making**

**1,168 people
attended
summer
reading
programs**

**132 people at our
most popular
program, Circus
Manduhai
courtesy local
sponsors**

**69 participants
in our weekly
Makerspace
Challenges**

**Showcased
public health
topics with our
summer intern,
Hailey**



3.2



TO: Honorable Mayor and City Council Members
FEOM: Bill Waller, City Administrator *Bill*
DATE: August 21, 2025
RE: La Crescent Fire Relief Association

Todd Hase from the La Crescent Fire Department Relief Association will be in attendance at the meeting to review a proposed increase in the annual benefit. The benefit is proposed to be increased from \$5,400 to \$6,100 for each year of service to the department. A letter regarding the increase is attached.

I would suggest that the City Council not approve the increase as proposed. This is based on a review of scenarios, and the potential for an additional City contribution should the rate of return on the Relief Associations fund balance not be sufficient to cover the proposed increase. This is substantiated by the following, the increase to \$6,100, with a rate of return of 10% on the Relief Associations investments, may require that the City contribute an additional \$11,950 in 2026 to the Relief Association to cover a projected short-fall in funds.

If the City Council does not approve the increase, the matter is returned to the Relief Association. The Relief Association would have the option to propose a revised benefit amount, or would have the option to reaffirm the increase. Should the Relief Association reaffirm the increase to \$6,100, the City's obligation would be based on \$5,400, and the Relief Association would be responsible for any increase beyond that amount.

As in the past, we would suggest that members of the City Council that have a personal interest in this matter abstain from the vote.

LaCrescent Fire Department Relief Association

Memo

To: Bill Waller, City Administrator & La Crescent City Council Members

From: Todd Hase, Treasurer

Date: 7/28/2025

Re: Fire Department Relief Association - Pension Increase

The La Crescent Fire Department Relief Association membership met on 2/5/2025 and voted to increase the members annual benefit amount from \$5,400 to \$6,100. This vote was ratified 2/24/2025 by a unanimous vote.

The LaCrescent Fire Department Relief Association now seeks the La Crescent City Council for final approval on this matter. The Relief Association has adequate funds available to support this increase without any financial impact to the City under the given economy and market conditions.

Thank You for your support and consideration in this matter.

A handwritten signature in black ink, appearing to read 'Todd Hase', is positioned above the printed name.

Todd Hase

Treasurer -La Crescent Fire Department Relief Association

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: August 20th, 2025

SUBJECT: DriftShare, Inc. Bike Share Program Agreement

The city has been working with DriftCycle and the La Crescent Community Bike Shoppe to bring a shared use bike station to La Crescent for about 2 years. We have secured funding from Houston County SHIP and the La Crescent Community Bike Shoppe to fund a station in La Crescent. The station will be operated by DriftCycle. This includes annual maintenance for the station by DriftCycle. It will contain 5 bikes that will be available for use from April-November. The bikes are rented with the Drift Cycle App. The city will help to install the rack for the five bikes on a concrete pad near the Wagon Wheel Trail Bridge.

Encouraging more people to go places by bike is beneficial to La Crescent's health, economic growth and sustainability. According to Bill Nesper, executive director of the League of American Bicyclists, "When local communities invest in making bicycling safer and a real transportation option for more people, the return on investment is clear for individuals and society at large from cost-savings on public health to small businesses' growth and more."

Included in the packet is a sponsorship agreement with DriftShare, Inc. to operate one station for 2 years within the city. The La Crescent Community Bike Shoppe has committed to funding the station after the initial 2-year agreement terminates.

SPONSORSHIP AND PLEDGE AGREEMENT

This Pledge Agreement (herein “Agreement”) is entered into and effective as of the date of last signature (hereinafter the “Effective Date”), by and between the City of La Crescent (herein “Donor/Sponsor” or “Party”) and Drift Share, Inc., a Wisconsin nonstock and tax-exempt corporation (herein “Drift” or “Party”) (collectively herein “Parties”).

RECITALS

WHEREAS, Drift is an I.R.S. § 501(c)(3) tax-exempt organization; and

WHEREAS, Drift desires to launch a bike share program (herein “Program”) in the County of La Crosse, Wisconsin and County of Houston, Minnesota; and

WHEREAS, Drift has entered into agreements with bike share service companies, to provide bicycles, stations, and software for the Program; and

WHEREAS, Drift has solicited funds from third-party organizations to assist in providing bicycles, stations, and software from bike share service companies for the Program; and

WHEREAS, other third-party organizations have donated funds to Drift to provide bicycles, stations, and software for the Program; and

WHEREAS, Donor/Sponsor wishes to contribute funds to Drift to provide bicycles, stations, and software for the Program in the County of La Crosse, Wisconsin and County of Houston, Minnesota

NOW, THEREFORE, it is agreed, between the Parties in consideration of mutual promises and covenants of the Parties as follows:

I. DONOR/SPONSOR OBLIGATIONS

1.1 Donor/Sponsor’s Contribution. Donor/Sponsor shall donate to Drift for use of the Program a total of ten thousand (\$10,000) as follows:

A. Five thousand (\$5,000) to Drift due on or before September 30th, 2025. This provision shall be satisfied if Donor/Sponsor mails payment to Drift by registered or certified mail, and it is postmarked on or before September 30th, 2025.

B. Five thousand (\$5,000) to Drift due on or before September 30th, 2026. This provision shall be satisfied if Donor/Sponsor mails payment to Drift by registered or certified mail, and it is postmarked on or before September 30th, 2026.

C. Donor/Sponsor’s obligations under A and B above are contingent upon Donor/Sponsor obtaining equivalent funds from Houston County SHIP and the Bike Shoppe.

II. Drift OBLIGATIONS

2.1 Recognition of Donor/Sponsor. Drift shall include Donor/Sponsor’s logo and branding materials in the Program app and online information, on the front and rear fenders of the Program bicycles, and displayed on the self-service Program stations funded by Donor/Sponsor. Upon the natural termination of this Agreement or any early termination (as described herein),

Drift shall cease to use/display Donor/Sponsor's logo and branding materials in the Program app and online information, on the front and rear fenders of the Program bicycles, and on the self-service Program stations.

2.2 License and Usage. Subject to the terms and conditions hereof, Donor/Sponsor grants Drift Cycle, Community Bike Share a nonexclusive, non-transferrable, royalty-free, worldwide license to reproduce and display Sponsor's name, logo and branding materials, as approved by Donor/Sponsor, for use solely in connection with the Drift Cycle, Community Bike Share. Donor/Sponsor retains all right, title and interest in Donor/Sponsor's name, logo and branding materials, and nothing herein shall be construed to convey any rights or proprietary interest in Donor/Sponsor's name, logo and branding materials, other than is expressly set forth in this Agreement. Except as otherwise mutually agreed to by the parties in writing, the license granted to Drift under this Section 2.2 shall expire upon the earlier of the natural expiration of this Agreement or early termination of the Agreement as described herein.

2.3 Program Station Locations. Drift shall coordinate with a bike share service company to install each Program station. Donor/Sponsor shall approve the final location of each Program station before it is installed.

2.4 Management and Promotion. The Program stations and bicycles funded by Donor/Sponsor shall be in operation for 2 years from the date the Program stations and bicycles launch into service (hereinafter the "Initial Term"). Drift shall convey to Donor/Sponsor in writing and also to the Donor/Sponsor representative authorized to receive notices under Section 3.4 below the commencement date of operation of the Program stations and bicycles for purposes of establishing the Initial Term. This Agreement shall naturally expire at the end of the Initial Term. However, the parties may agree to extend the Initial Term either via mutually signed amendment to this Agreement or via a new agreement. Drift shall manage the contract with the bike share service company and shall promote the Program in the La Crosse region.

2.5 Program Reports. Drift shall provide Donor/Sponsor with a Program report at least once per year and more frequently, as requested.

2.6 501(C)(3) Status. Drift warrants and represents that it is a 501(c)(3) tax-exempt organization and will provide evidence of its tax-exempt status to Donor/Sponsor along with an appropriate gift receipt when each donation is made.

III. MISCELLANEOUS PROVISIONS

3.1 Insurance.

A. At all times during the term of this Agreement and any extensions hereof, Drift shall provide and keep in force a comprehensive public liability policy of insurance (a.k.a, general liability) indemnifying Donor/Sponsor and Drift against liability for injury or death to persons and damage to property arising from or related to the operation of the Program in a company or companies acceptable to Donor/Sponsor, with limits of liability of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, including products and completed operations. Drift shall also provide and keep in force automobile liability insurance with limits of liability of not less than \$1,000,000 as

a combined single limit. Drift may supplement low limits for the general liability and automobile liability insurance through an umbrella or excess liability policy. For purposes of this Agreement, the parties acknowledge that Drift intends to provide and keep in force during the term hereof and any extensions an umbrella policy naming Donor/Sponsor and Drift as additional insureds and providing One Million Dollars (\$1,000,000.00) of overriding coverage above the base public liability policy limits specified above. All such insurance coverage shall be placed with insurance companies licensed to do business in the State of Minnesota and approved by Donor/Sponsor and Drift. Any general liability and/or umbrella/excess liability policies shall be endorsed such that the City of La Crescent is named as an additional insured. Failure to obtain and maintain such insurance coverage and limits shall be grounds for immediate termination of the Agreement by Donor/Sponsor.

B. Drift shall pay all its insurance premiums required pursuant to this Article when and as the same become due and deposit certificates of such insurance with Donor/Sponsor which certificates shall contain a stipulation prohibiting cancellation, amendment, or nonrenewal until Donor/Sponsor has received ten (10) days' advance written notice thereof.

3.2 Indemnification.

A. Drift, to the extent permitted by applicable law, shall indemnify, defend, and hold harmless Donor/Sponsor and its members, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party, arising from or related to the Program stations, bicycles, or Program, or Drift's negligence, willful misconduct, or breach of this Agreement. Drift shall not enter into any settlement without Donor/Sponsor's or Indemnified Party's prior written consent.

B. Donor/Sponsor, to the extent permitted by applicable law, shall indemnify, defend, and hold harmless Drift and its members, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party, arising from or related to (i) a claim that Donor/Sponsor's logo violates or infringes a trademark, service mark, or copyright; or (ii) a claim by a bike share service company against Drift due to Donor/Sponsor's breach of this Agreement. Donor/Sponsor shall not enter into any settlement without Drift's or Indemnified Party's prior written consent.

3.3 Dispute Resolution.

A. The Parties agree to first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through informal discussions between authorized representatives of the parties prior to pursuing other legal recourse. If the parties cannot resolve such dispute(s)

through such informal discussions, then either party may choose to litigate the dispute through submission to the District Court for Houston County, Minnesota. The Parties hereby irrevocably consent to submit themselves exclusively to the in personam jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the Parties pursuant to this Section shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement agreement entered into, between the Parties in connection with such dispute.

3.4 Notices. All notices or communications required or permitted to be given by either Party to the other under this Agreement shall be in writing to the following addresses:

To Donor/Sponsor: City of La Crescent
% Jason Ludwigson
La Crescent City Hall
315 Main Street
La Crescent, MN 55947
jludwigson@cityoflacrescent-mn.gov

with copy to: City of La Crescent
c/o City Administrator
La Crescent City Hall
315 Main Street
La Crescent, MN 55947

To Drift: Drift Share, Inc.
PO Box 334
La Crosse, WI 54602 driftlax@gmail.com

or such other place as such Party may subsequently designate in writing. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

3.5 Default. If either Party fails to comply with any provision of this Agreement, the other Party shall serve written notice of such failure upon the defaulting Party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting Party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. In the event that a Party receives a notice of default from the other Party and does not cure such default during the grace period or extended grace period, the non-defaulting Party shall have the right to terminate the Agreement upon written notice to the other Party.

3.6 The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

3.7 This Agreement may not be amended, changed or altered, except by a writing signed by the Parties.

3.8 This Agreement may be executed in counterparts, and if so executed each such counterpart shall have the force and effect of an original. A facsimile or copy of an original signature transmitted to the other party is effective as an original document.

3.9 This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to its subject matter. This Agreement supersedes all other understandings, agreements, communications or negotiations (whether written or verbal) between the Parties hereto with respect to such subject matter.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

City of La Crescent

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Drift Share, Inc.

Signature: 

Name: Jacob Sciammas

Title: President, Drift Share, Inc.

Date: 08/07/2025

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: August 21st, 2025

SUBJECT: MPCA DC Fast Charging Project Agreement

For some background, the Minnesota Pollution Control Agency awarded grants for 22 fast-charging stations along highway corridors in Greater Minnesota. The City of La Crescent was awarded a grant of \$69,500 from the MPCA to be on this Greater MN DC Fast Charging Corridor. The grant funds are from Minnesota's share of the national Volkswagen (VW) settlement to build EV charging infrastructure across the state. The grant funds expire if not used by December 31st, 2025.

The funds from the Volkswagen Settlement Grants were awarded to ZEF energy for the Southeast Minnesota Corridor. La Crescent is one of the locations the MPCA chose for grant funds. We have been working with ZEF energy to design, plan, and locate two level 2 EV chargers and one level 3 (DC Fast) charger. The chargers will be installed in the parking lot across from the Fire Station (339 South 1st Street). The MPCA and Xcel Energies Make Ready program will cover the majority of the costs for the chargers. The city is responsible for \$12,836 dollars of the \$129,765 total project cost. We are proposing that the council approve amending the 2021 Capital Equipment Certificate to include the city match amount of \$12,836. The chargers will be networked enabling the city to set the rate per kWh or per hour of use.

We see the following benefits to the city from this project:

1. The city will have 3 EV's by the end of 2025. Having a DC fast charger available for quick charging of the EV battery would be beneficial.
2. The project aligns with the city goals from the comprehensive plan for superior environmental performance, GreenSteps and Gold Leaf Challenge benchmarks, and the community vision in the Energy Action plan which supports the City's leadership toward a carbon-free future.
3. The project will provide substantial benefits to our community by encouraging more visitors to stop, explore, and enjoy all that La Crescent has to offer. Convenient EV charging options, especially in proximity to our downtown businesses and recreational amenities, will attract travelers, cyclists, and outdoor enthusiasts, ultimately generating increased foot traffic for our shops, restaurants, and service providers

I will be in attendance to review the ownership and site host agreements.

SITE HOST & OWNER AGREEMENT

MPCA DC Fast Charging Corridor, Phase 2 Project

THIS AGREEMENT ("AGREEMENT") is made this ____ day of ____ (hereinafter the "EFFECTIVE DATE") by and between City of La Crescent, a Minnesota municipal corporation, (hereinafter the "SITE HOST"), and ZEF Energy (hereinafter "ZEF").

RECITALS

WHEREAS, the SITE HOST is a Minnesota municipal corporation in the United States of America; and

WHEREAS, the OWNER desires to install and maintain one (1) Electric Vehicle Charging Hub in accordance with the terms of the Minnesota Pollution Control Agency (MPCA) DC Fast Charging Grant Program;

WHEREAS, ZEF Energy, the entity awarded grant funds by the Minnesota Pollution Control Agency (MPCA) to develop this site as an Electric Vehicle Charging Hub; and

WHEREAS, the SITE HOST provides to OWNER access to parking facilities and access to electrical service through the nominated property for the aforementioned purposes pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each PARTY and intended to be legally bound, hereby agree as follows:

AGREEMENT

1. Term and Termination.

- a) Term. This AGREEMENT shall commence on for five (5) years thereafter equipment commissioning is deemed complete for the Electric Vehicle Charging hub (the "TERM").
- b) Termination for Cause. Either PARTY may immediately terminate this AGREEMENT at any time for Cause by giving written notice of termination to the other. For purposes of this Section 1(b), "Cause" shall mean: (i) either PARTY misappropriated the other's funds, or otherwise defrauds the other; (ii) either PARTY materially breaches any provision of this AGREEMENT.
- c) Termination by Agreement. The Parties may terminate this Agreement at any time by mutual written consent.

2. Definitions. For purposes of this AGREEMENT, the following terms shall be ascribed the following meanings:

- a) "Closed Sale(s)" are the fee a User of the Electric Vehicle Charging Hub pays the OWNER for use of the Electric Vehicle Charging Hub for a given session.

- b) **"Electrical Costs"** are the SITE HOST's actual costs to provide electricity for the Electric Vehicle Charging Hub, inclusive of tariffs brought to qualify the provision of electricity.
- c) **"Electric Vehicle Charging Hub"** is the electrical equipment and civil infrastructure the OWNER provides, or otherwise causes the provision of, for SITE HOST and Users to charge electric vehicles or other equipment compatible with that charging infrastructure inherent to the Electric Vehicle Charging Hub.
- d) **"Intended Location"** is _____ (address) in _____, Minnesota as further represented in Appendix A, if known at this time.
- e) **"Maintenance Costs"** are the OWNER'S actual costs to maintain the Electric Vehicle Charging Hub in working order and good repair.
- f) **"User(s)"** are the visitors to the Intended Location who use the Electric Vehicle Charging Hub for a fee or through some other means of authorization provisioned by the OWNER.
- g) **"Operator"** is ZEF Energy who operates the charging network and administers the service and maintenance agreements for the Electric Vehicle Charging Hub.

3. Duties of SITE HOST. For the Term of this AGREEMENT and any extensions hereto, the SITE HOST shall:

- a) Allow the Electric Vehicle Charging Hub to remain at/on the Intended Location;
- b) Provide five (5) contiguous parking spaces of standard width and length directly adjacent to the Electric Vehicle Charging Hub for the exclusive use of electric vehicles;
- c) Provide the Electric Vehicle Charging Hub with access to electricity through the property, via direct ownership or an easement for the duration of this AGREEMENT;
- d) Ensure snow clearance on a daily basis to allow access to Electric Vehicle Charging Hub;
- e) Ensure that ambient dawn to dusk lighting is provided on site for driver safety while using the Electric Vehicle Charging Hub;
- f) Perform ad hoc visual inspections and provide photographic evidence of charging equipment health to the Operator upon request;
- g) Otherwise ensure freedom of access to the Electric Vehicle Charging Hub by electric vehicles on a 24/7/365 basis; and
- h) Perform any other activities reasonably necessary to effectuate the intent of this AGREEMENT.

4. Representations and Warranties. Each PARTY to this AGREEMENT represents and warrants as follows:

- a) It is free to enter into this AGREEMENT and doing so will not infringe upon the rights of any third parties.
- b) The person whose signature appears on this document has the authority to enter into the AGREEMENT on behalf of the PARTY bound hereby.
- c) Each PARTY has done sufficient due diligence regarding the other PARTY'S ability to perform as required under this AGREEMENT and is ready and able to do so.

5. Indemnification. Each PARTY agrees to indemnify and hold harmless the other PARTIES, including its officers, directors, employees, agents, successors, and assigns against all losses, damages, or expenses of whatever

form or nature, including attorneys' fees and other costs of legal defense, that they, or any of them, sustains or incurs as a result of any act, error, or omission of the indemnifying PARTY, including its officers, directors, employees, agents, successors, and assigns, but only to the extent that such loss results directly from the indemnifying PARTY's breach of obligations under this AGREEMENT. This Section 6 shall survive expiration or termination of this AGREEMENT.

6. **Limitation of Liability.** NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTIES FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. This Section 7 shall survive expiration or termination of this AGREEMENT.

7. **Amendment.** The Parties may amend this AGREEMENT only by mutual written consent.

8. **Assignability.** The rights and obligations shall insure to the benefit of and be binding upon the successors and assigns of the SITE HOST, OWNER and OPERATOR. The OWNER shall have the right to assign this AGREEMENT, said assignment to be effective immediately upon written notice to SITE HOST and OPERATOR.

9. **Severability.** If any provision of this AGREEMENT is deemed to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding and of like effect as though such provision were not included.

10. **Entire AGREEMENT.** This AGREEMENT represents the full and complete understanding of the Parties hereto with respect to the subject matter hereof. Any previous or contemporaneous understandings between them have been merged into this AGREEMENT.

11. **Notices.** All notices, offers, acceptance and any other acts under this AGREEMENT (except payment) shall be in writing, and shall be sufficiently given if delivered to the addresses in person, by courier or similar receipted delivery, by facsimile, by email delivery or, if mailed, postage prepaid, by certified mail, return receipt requested as follows:

_____ (SITE HOST)

Signed: _____

By: _____

Title: _____

Date: _____

Appendix A: Intended Location

**LEFT BLANK INTENTIONALLY UNLESS THE SPECIFIC ADDRESS
IS KNOWN AT THE TIME THIS AGREEMENT IS SIGNED**

Addendum to Site Host & Owner Agreement

This Addendum is a continuation of the Site Host & Owner Agreement dated _____, between the City of La Crescent ("Site Host") (and _____ "Owner") for the property located at _____, La Crescent, Minnesota is hereby stated to include the following:

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

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

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

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

Notice to City: City of La Crescent
 Attn: City Administrator
 315 Main Street
 La Crescent, MN 55947

With a copy to: Wieser Law Office, P.C.
 Attn: Al "Skip" Wieser, III
 33 South Walnut Street, Suite 200
 La Crescent, MN 55947

Notice to Owner:

Attn: _____

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

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

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

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

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

Signatures on Following Pages

SITE HOST
City of La Crescent

Date: _____

By: Mikel Poellinger
Its: Mayor

Date: _____

By: Bill Waller
Its: City Administrator

OWNER

Date: _____

By: _____

Its: _____

OWNER & OPERATIONS AGREEMENT

MPCA DC Fast Charging Corridor, Phase 2 Project

THIS AGREEMENT ("AGREEMENT") is made this ____ day of ____ (hereinafter the "EFFECTIVE DATE") by and between City of La Crescent, a Minnesota municipal corporation, (hereinafter the "OWNER") and ZEF Energy, Inc. (hereinafter the "OPERATOR") (each a "PARTY," together the "PARTIES");

RECITALS

WHEREAS, the OWNER desires to purchase and own one (1) Electric Vehicle Charging Hub to provide charging opportunities for the public at an Intended Location;

WHEREAS, the OWNER desires to install and maintain one (1) Electric Vehicle Charging Hub in accordance with the terms of the Minnesota Pollution Control Agency (MPCA) DC Fast Charging Grant Program;

WHEREAS, the OPERATOR, ZEF Energy, Inc. desires to collaborate with the OWNER to bring grant funding, offer site development services, and provide ongoing Electric Vehicle Charging Hub networking and maintenance services.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each PARTY and intended to be legally bound, hereby agree as follows:

AGREEMENT

1. Term and Termination.

- a) Term. This AGREEMENT shall commence on the EFFECTIVE DATE and shall remain in effect for five (5) years thereafter. Notwithstanding, the purchase\sale of the Electric Vehicle Charging Hub equipment is final as of the date of execution of this AGREEMENT subject to the Conditions of Sale.
- b) Termination for Cause. Either PARTY may immediately terminate this AGREEMENT at any time for Cause by giving written notice of termination to the other. For purposes of this Section 1(b), "Cause" shall mean that either PARTY misappropriated the other's funds, property, or otherwise defrauds the other.
- c) Termination by Agreement. The Parties may terminate this Agreement at any time by mutual written consent.

2. Definitions. For purposes of this AGREEMENT, the following terms shall be ascribed the following meanings:

- a) "Closed Sale[s]" are the fees a user of the Electric Vehicle Charging Hub pays the OWNER for use of the Electric Vehicle Charging Hub for a given session.
- b) "Electrical Costs" are the SITE HOST's (usually the OWNER) actual costs to provide electricity for the Electric Vehicle Charging Hub, inclusive of tariffs.
- c) "Electric Vehicle Charging Hub" is the electrical equipment and civil infrastructure the OWNER provides, or otherwise causes the provision of, for SITE HOST and Users to charge electric vehicles or other equipment

compatible with that charging infrastructure inherent to the Electric Vehicle Charging Hub.

- d) "Intended Location" is _____ (address) _____ in La Crescent, Minnesota as further represented in Appendix A, if known at this time.
- e) "Maintenance Costs" are the OWNER'S actual costs to maintain the Electric Vehicle Charging Hub in working order and good repair.
- f) "Operational Period" is the five (5) year period of time during which the OPERATOR will provide maintenance and networking services once commissioning of the Electric Vehicle Charging Hub is complete.
- g) "User(s)" are the visitors to the Intended Location who use the Electric Vehicle Charging Hub for a fee or through some other means of authorization provisioned by the OWNER.

3. Duties of The OWNER. For the Term of this AGREEMENT and any extensions hereto, the OWNER shall carry-out the following directly or through agreements with other parties, including a service level partner:

- a) Provide the charging equipment and associated electrical and civil infrastructure for the Electric Vehicle Charging Hub at the Intended Location;
- b) Execute a separate agreement with the Site Host, for the duration of the project, which meets the requirements of the MPCA DC Fast Charging Grant Program;
- c) Provide match funding for the Electric Vehicle Charging Hub as per Exhibit B;
- d) The OWNER is responsible for providing receipts for any and all in-kind funding support brought through labor or materials, by the OWNER or other supporting parties (i.e. cities, utilities, foundations, other);
- e) Maintain the Electric Vehicle Charging Hub in working order and good repair;
- f) Will be the utility account holder and pay for electrical service in relation to the Electric Vehicle Charging Hub. This will be enabled by the utility placing a dedicated meter or submeter at the Electric Vehicle Charging Hub;
- g) Have the exclusive authority to determine the driver-facing price as well as the means and methods by which Electric Vehicle Charging Hub sales are generated; and
- h) For any site where the SITE HOST does not own all land that will be accessed for the development of the Electric Vehicle Charging Hub, the OWNER will be responsible for executing or having an easement in place to ensure proper site control for the duration of this AGREEMENT.
- i) Meet Grant Award requirement of 100% renewable power by accommodating direct or indirect supply (e.g. on-site solar or utility renewable wind program) or allocation of renewable energy credits (RECs) commensurate with the energy (kWh) consumed at the Electric Vehicle Charging Hub for the TERM of this AGREEMENT. For further detail, see EXHIBIT C.

4. Duties of the OPERATOR. For the Term of this AGREEMENT and any extensions hereto, the OPERATOR shall carry-out the following directly or through agreements with other parties.

- a) Coordinate with the OWNER to identify the proper site and location of the Electric Vehicle Charging Hub within the identified site;
- b) Submit identified site locations to the MPCA for initial approval to ensure the site meets all grant requirements;

- c) Coordinate with the OWNER to develop a detailed site layout for the purposes of utility coordination and installation;
 - d) Create site drawings and submit site drawings to the MPCA for final approval of the Electric Vehicle Charging Hub;
 - e) Submit application(s) for utility infrastructure ("Make-Ready") installation services to gain cost quote and identify possible in-kind funds for each Electric Vehicle Charging Hub;
 - f) Supply all electric vehicle charging equipment and accessories as per EXHIBIT A.
 - g) Manage turnkey installation of the Electric Vehicle Charging Hub, including civil work, equipment placement and termination, and commissioning, including permitting and code inspections;
 - h) Operate and maintain the Electric Vehicle Charging Hub for the five (5) year Operational Period, per the requirements of the MPCA DC Fast Charging Grant Program;
 - i) Collect and submit usage data to the State of Minnesota for the five (5) year Operational Period, per the requirements of the MPCA DC Fast Charging Grant Program;
 - j) Collect and remit usage fees (revenue from drivers), minus 10% transactions fees, to the OWNER.
5. **Representations and Warranties.** Each PARTY to this AGREEMENT represents and warrants as follows:
- a) It is free to enter into this AGREEMENT and doing so will not infringe upon the rights of any third parties.
 - b) The person whose signature appears on this document has the authority to enter into the AGREEMENT on behalf of the PARTY bound hereby.
 - c) It has done sufficient due diligence regarding its ability to perform as required under this AGREEMENT and is ready and able to do so.
6. **Site Preparation and Installation Timeline.** The site OWNER (ZEF customer) is responsible for preparing the site for installation, including utility transformer coordination, parking space preparation, and any other necessary site-related tasks. This preparation must be completed within (3) months of the contract signing date. Upon confirmation that the site is ready, ZEF will install the equipment within (3) months, pending equipment availability. However, installation will not be performed during periods deemed to be winter conditions by the electrical contractors, as these conditions significantly increase installation costs. Non-winter construction timelines will be prioritized for cost-effective project completion.
- The agreed pricing for equipment and installation can only be honored if the site is prepared within the three-month window and if vendors, including equipment manufacturers and installers, have not increased their pricing. If the site preparation exceeds the agreed timeframe or if vendor pricing increases, ZEF reserves the right to adjust the project cost accordingly.
7. **Indemnification.** Each PARTY agrees to indemnify and hold harmless the other PARTIES, including its officers, directors, employees, agents, successors, and assigns against all losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, that they, or any of them, sustains or incurs as a result of any act, error, or omission of the indemnifying PARTY, including its officers, directors, employees, agents, successors, and assigns, but only to the extent that such loss results directly from the indemnifying PARTY's breach of obligations under this AGREEMENT. This Section 9 shall survive expiration or

termination of this AGREEMENT.

8. **Limitation of Liability.** NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTIES FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. This Section 8 shall survive expiration or termination of this AGREEMENT.
9. **Amendment.** The Parties may amend this AGREEMENT only by mutual written consent.
10. **Assignability.** The rights and obligations shall inure to the benefit of and be binding upon the successors and assigns of the SITE HOST, OWNER and OPERATOR. The OWNER shall have the right to assign this AGREEMENT, said assignment to be effective immediately upon written notice to SITE HOST and OPERATOR.
11. **Severability.** If any provision of this AGREEMENT is deemed to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding and of like effect as though such provision were not included.
12. **Entire AGREEMENT.** This AGREEMENT represents the full and complete understanding of the Parties hereto with respect to the subject matter hereof. Any previous or contemporaneous understandings between them have been merged into this AGREEMENT.

(OWNER)

ZEF Energy (OPERATOR)

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A: Intended Location

LEFT BLANK INTENTIONALLY UNLESS THE SPECIFIC ADDRESS
IS KNOWN AT THE TIME THIS AGREEMENT IS SIGNED

EXHIBIT A

PROJECT MATERIALS AND EQUIPMENT

a. DC Fast Charging Equipment

- i. ZEF Energy to supply one (1) Kempower Dual Plug Station Charger containing one (1) 50kW power module. One plug (1) will be NACS standard and one (1) will be CCS standard. Station Charger will also include human machine interface and credit card reader to facilitate the use of the DC Fast Charging System. ZEFNET phone app will also be an option for payment at DC Fast Charger.

b. Level 2 Charging Equipment

- i. ZEF Energy to supply two ZEF Standard Level 2 Chargers with a pedestal mount. The ZEF Standard consists of two (2) total plugs, each capable of 7.7kW using the J-1772 standard Level 2 plug. (Please note that the ZEF Standard does not include a Human Machine Interface which includes the credit card reader and RFID reader. All charging sessions using the Level 2 Charger will be facilitated using the ZEFNET phone app.

c. Switching and Metering Equipment

- i. ZEF Energy to supply one (1) mini substation, prefabricated electrical cabinet with all necessary switchgear, protective parts, control panels and inclusive of the 480V – 240V step down transformer necessary for the powering of the Level 2 Charger.

d. Infrastructure Installation Labor and Materials

- i. ZEF Energy to supply all conduits, electrical wiring from the secondary side of the transformer and necessary civil infrastructure to complete the Hub. Standard pricing for turnkey installation services is based on, but not limited to, the following site conditions. Installations/sites requiring materials or services beyond the standard scope outlined below will be subject to additional charges:
 - 1. Transformer/utility concrete pad size to be a maximum of 15' x 9' x 6" with a maximum of (1) 6" conduit sleeve for the utility
 - 2. Maximum distance from 'mini-sub' to DCFC Power cabinet not to exceed 20 linear feet
 - 3. Maximum distance from DCFC power cabinet to remote satellite not to exceed 30 linear feet
 - 4. Maximum distance from 'mini-sub' to Level 2 charger not to exceed 50 linear feet
 - 5. Close excavation to existing underground utilities is excluded, to be performed at time & materials (T&M) rate
 - 6. Private underground locates to be performed by property owner to protect their investment
 - 7. No underground sprinkler repair is included, any damaged lines will be marked for repair by others

8. All excavation to be completed in 100% frost free conditions (blanketing or heating services would be an additional cost)
9. All soil assumed to be dry, and free of large rocks and debris (back-filling provided)
10. ZEF installation team is not responsible or liable for existing code violations per existing equipment
11. All concrete pads are to be poured on a level surface (standard quoted cost does not include angled pads; would be an additional charge)

e. Utility Transformer and Utility Make-Ready Equipment

- i. The serving Utility to provide, install and wire necessary transformer for site (unless written into the above AGREEMENT as an exception). NOTE: provision of the concrete pad for mounting the transformer is to be settled between the local serving utility and ZEF Energy.

EXHIBIT B-1
Equipment, Installation & Maintenance Services Quote

(This page intentionally left blank. See next page.)

EXHIBIT B-2

Project Match-Funding Payment Schedule

The OWNER is to make match-funding progress payments to the OPERATOR at the following project milestones. The OPERATOR requests that all payments be made through ZEF Energy Inc. accounting department. **Payment instructions will be sent with each progress payment invoice.**

Each progress payment and corresponding communication should include the name of this Project (MPCA Fast Charging Corridor Project, Phase 2), the OWNER's name and contact information, and the name of the City where the Electric Vehicle Charging Hub is to be located.

- a. **Payment #1** – Provided before or immediately upon final execution of the above AGREEMENT, by all PARTIES:
 - i. The OWNER is to make an initial deposit of **\$5,500.00** to commence the project design and approval process.
- b. **Payment #2** – Provided at the time of Site Location of Site Design Approval
 - i. The OWNER is to make a second payment of **\$35,500.00** after the site design and drawings are approved by the MPCA and prior to the commencement of any site work.
- c. **Payment #3** – Once equipment commissioning is complete, the OPERATOR will give notice of completion to the OWNER within 15 days.:
 - i. After charging equipment commissioning is complete, the OWNER is to submit to the OPERATOR a summary of line item material and labor costs that have been contributed towards the total cost share (match) and should include the remaining payment owed. The OPERATOR will review and confirm the remaining amount of match funds due (per Table 1 above). Once confirmed by the OPERATOR in writing to the OWNER, the OWNER will make the final payment to the OPERATOR within 15 days.

EXHIBIT C

Accommodation of 100% Renewable Energy

Accommodation of 100% renewable power per the terms of the Grant Award from the Minnesota Pollution Control Agency requires that one or more of the following methods be applied for the first five (5) years of operation per Electric Vehicle Charging Hub (site).

Option 1: Each site is connected, via the furnished and installed "solar PV ready" minisub, to on-site solar generation to cover part or all of the EV Charging Hub's energy demand (kWh). In those cases where the kWh usage of EV Charging Hub is greater than the available solar production over the space of the year, the remaining kWh must be offset by those means described in Option 2 or Option 3 below.

Option 2. In lieu of any direct or temporal tie to on-site renewable energy production, the Owner will enroll in the available renewable energy program offered by the serving utility, e.g. Minnesota Power's "Renewable Source", Arrowhead Electric Cooperative, Mille Lacs Electric Cooperative, and East Central Energy's "Wellspring" wind energy program (offered through Great River Energy), and Minnkota Power's "Infinity Wind" program.

Option 3. In lieu of Options 1 and 2 (or where these options cannot accommodate the entire energy demand of the charger installations), ZEF can assist the Owner in purchasing Renewable Energy Credits (RECs) from the M-RETS market.

For all of these options, the amount of electricity actually consumed or expected to be consumed by the EV Charging Hub over the first five (5) years of operation needs to be documented through participation in a utility renewable energy program or the purchase of wind or solar RECs in the marketplace. **Such documentation of the chosen method(s) needs to be provided to ZEF Energy at the time of commissioning.**

Addendum to Site Host & Owner Agreement

This Addendum is a continuation of the Site Host & Owner Agreement dated _____, between the City of La Crescent ("Site Host") (and _____ "Owner") for the property located at _____, La Crescent, Minnesota is hereby stated to include the following:

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

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

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

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

Notice to City: City of La Crescent
Attn: City Administrator
315 Main Street
La Crescent, MN 55947

With a copy to: Wieser Law Office, P.C.
Attn: Al "Skip" Wieser, III
33 South Walnut Street, Suite 200
La Crescent, MN 55947

Notice to Owner:

Attn: _____

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

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

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

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

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

Signatures on Following Pages

SITE HOST
City of La Crescent

Date: _____

By: Mikel Poellinger
Its: Mayor

Date: _____

By: Bill Waller
Its: City Administrator

OWNER

Date: _____

By: _____

Its: _____

M E M O R A N D U M

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: August 20th, 2025

SUBJECT: Carbon Reduction Fund Grant Agreements

Attached for review a resolution and lease agreement between NCL Government Capital and the City of La Crescent for the lease of the F-150 Lightning. We have included the State of Minnesota Agency agreement and resolution. The vehicle will be used by the city in the public works department. The City of La Crescent has been awarded \$16,000 in Carbon Reduction Funds for 2026 and 2027. The funds flow through the La Crosse Municipal Planning Organization and MnDOT for SP236-080-006. CRP funds require a 20% match. The local match has been built into future general fund budgets. The city sustainability coordinator and city attorney will be in attendance to answer any questions. We recommend adoption of the lease agreement, lessee resolution, state agency agreement and MnDOT resolution by the council.

*Please note all signatures must be completed in pen for the NCL Government Capital and the City of La Crescent agreements.

RESOLUTION NO. 08-25-28

**A RESOLUTION ALLOWING MnDOT TO ACT AS THE
CITY OF LA CRESCENT'S AGENT TO RECEIVE AND DISBURSE
TRANSPORTATION RELATED FEDERAL FUNDS**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of La Crescent to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement Number 1058703, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

ADOPTED this 25th Day of August 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of _____ at a duly authorized meeting thereof held on the _____ day of _____, 20____, as shown by the minutes of said meeting in my possession.

Clerk

Notary Public
My Commission expires _____

(SEAL)



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

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ☐ Tax-Exempt Master Lease/Purchase Agreement
 - ☐ Equipment Schedule
 - ☐ Amortization Schedule
 - ☐ Acceptance of Obligation
 - ☐ Payment Request and Equipment Acceptance Form
 - ☐ Signature Card
 - ☐ Lessee Acknowledgement
 - ☐ Certification of Authority
 - ☐ Lessee Resolution
 - ☐ Bank Qualification Addendum
 - ☐ Lease Payment Instructions
 - ☐ Request for Certificate of Insurance
 - ☐ 8038-GC
- Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Gannon Luck

Enclosures

Tax-Exempt Master Lease/Purchase Agreement #16977, dated as of 8/7/2025,

Accepted by Lessor: Lease Servicing Center, Inc.
dba NCL Government Capital
510 22nd Avenue E, Ste 501
Alexandria, MN 56308

Agreed to by Lessee: City of La Crescent
315 Main Street
La Crescent, MN 55947

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNATURE: _____
Signature of Bill Waller
NAME: Bill Waller
TITLE: City Administrator
DATE: _____

AGREEMENT: This Master Lease/Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable schedule. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Equipment described in Equipment Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Equipment Schedule. This Tax-Exempt Master Lease / Purchase Agreement together with the Equipment Schedule shall be defined as the Agreement. In the event of conflict between the terms of the Lease and any other agreement, including but not limited to Invitations for Bid or Purchase Orders, the terms of the Lease shall control.

LEASE TERM: The Lease Term of the Equipment listed in the Equipment Schedule shall commence upon the date of acceptance of the Equipment by Lessee and continue for the time period set forth in the Equipment Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. The Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Equipment in the amounts, and on the dates specified, in the Equipment Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE EQUIPMENT SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF EQUIPMENT: All risk of loss to the Equipment shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and Equipment damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Equipment, sufficient to protect the full replacement value of the Equipment and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTERESTS: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Equipment, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes the Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Equipment throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Equipment, then, at the end of the Lease Term with respect to any item of Equipment, Lessor's interest in such Equipment shall terminate. Unless otherwise required by law, title to the Equipment shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Equipment will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the

federal government or for any personal, family or household use. Lessee's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of the Equipment by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Equipment, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Equipment (d) the acquisition, delivery, and acceptance of the Equipment, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Equipment by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Equipment to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Equipment, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claim, defenses, or setoffs that you may have against us. You agree that if we sell, assign, transfer this agreement, the new Lessor will have the same rights and benefits that we now have and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or set offs that you may have against us.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Equipment, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the Equipment, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement law as by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Equipment; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Equipment wherever found and for this purpose enter upon Lessee's premises where any item of Equipment is located and remove such item of Equipment free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Equipment; provided, however, that any proceeds from the disposition of the Equipment in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Equipment Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Equipment Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Equipment and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Equipment Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts; each shall be an original with all being the same instrument.

SIGNER'S INITIALS (REQUIRED)

Establishment of Vendor Payable Account: On the date that the Lessor executed this Agreement, which is on or after the date that the Lessee executes this Agreement, Lessor agrees to (i) make available to Lessee an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Lessee's account, with a financial institution that Lessor selects that is acceptable to Lessee (including Lessor or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Municipal Schedule 001 in the Vendor Payable Account. Lessee hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in the Acceptance of Obligation attached hereto. Upon Lessee's delivery to Lessor of a Payment Request and Equipment Acceptance Form in the form set forth in the Payment Request and Equipment Acceptance Form attached hereto, Lessee authorizes Lessor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Lessee. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Lessee. The authorized individual(s) designated by the Lessee must sign the Signature Card which will be kept in the possession of the Lessor.

Down Payment: Prior to the disbursement of any funds from the Vendor Payable Account, the Lessee must either (1) deposit all the down payment funds that the Lessee has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Lessee must provide written verification to the satisfaction of the Lessor that all the down payment funds Lessee has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Lessee are the down payment funds that were represented to the Lessor at the time this transaction was submitted for credit approval by the Lessee to the Lessor.

Disbursement upon Non-Appropriation or Default: If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Lessor and Lessee will have no interest therein.

Surplus Amount: Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

SIGNER'S INITIALS (REQUIRED)

Equipment Schedule to Tax-Exempt Master Lease/Purchase Agreement #16977 Schedule #001

This Equipment Schedule is entered into pursuant to Tax-Exempt Master Lease/Purchase Agreement dated as of 8/7/2025 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Master Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Equipment Description. The Equipment subject to this Equipment Schedule is described as follows:

Quantity	Model No.	Description	Serial / VIN Numbers
(1)		2025 Ford F-150 Lightning Flash	

*Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

3. Equipment Location: 315 Main Street, La Crescent, MN 55947
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the _____ day of each month in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto.

Payment No.	Payment Amount	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
48	\$1,623.41	See Amortization Schedule		

5. Expiration. Lessor, at its sole determination, may choose not to accept this Equipment Schedule if the fully executed, original Agreement (including this Equipment Schedule and all ancillary documents) are not received by Lessor at its place of business by 10/7/2025.
6. Equipment Cost. The total acquisition cost of the Equipment is \$66,180.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Schedule to be executed in their names by their duly authorized representatives.

LESSOR: Lease Servicing Center, Inc. dba
NCL Government Capital

SIGNATURE: _____

NAME: _____

TITLE: _____

LESSEE: City of La Crescent

SIGNATURE: _____

Signature of Bill Waller

NAME: Bill Waller

TITLE: City Administrator

Amortization Schedule**Amortization Schedule to Tax-Exempt Lease/Purchase Agreement #16977 Schedule #001****Equipment Cost: \$66,180.00**

Payment Number	Due Date	Payment Amount	Interest Portion	Principal Portion	Purchase Price
1	11/1/2025	\$1,623.41	\$968.78	\$654.63	N/A
2	12/1/2025	\$1,623.41	\$427.66	\$1,195.75	N/A
3	1/1/2026	\$1,623.41	\$419.85	\$1,203.56	N/A
4	2/1/2026	\$1,623.41	\$412.00	\$1,211.41	N/A
5	3/1/2026	\$1,623.41	\$404.09	\$1,219.32	N/A
6	4/1/2026	\$1,623.41	\$396.13	\$1,227.28	N/A
7	5/1/2026	\$1,623.41	\$388.12	\$1,235.29	N/A
8	6/1/2026	\$1,623.41	\$380.06	\$1,243.35	N/A
9	7/1/2026	\$1,623.41	\$371.95	\$1,251.46	N/A
10	8/1/2026	\$1,623.41	\$363.78	\$1,259.63	N/A
11	9/1/2026	\$1,623.41	\$355.56	\$1,267.85	N/A
12	10/1/2026	\$1,623.41	\$347.28	\$1,276.13	N/A
13	11/1/2026	\$1,623.41	\$338.95	\$1,284.46	\$53,182.37
14	12/1/2026	\$1,623.41	\$330.57	\$1,292.84	\$51,824.89
15	1/1/2027	\$1,623.41	\$322.13	\$1,301.28	\$50,458.55
16	2/1/2027	\$1,623.41	\$313.64	\$1,309.77	\$49,083.29
17	3/1/2027	\$1,623.41	\$305.09	\$1,318.32	\$47,699.05
18	4/1/2027	\$1,623.41	\$296.49	\$1,326.92	\$46,305.79
19	5/1/2027	\$1,623.41	\$287.83	\$1,335.58	\$44,903.43
20	6/1/2027	\$1,623.41	\$279.11	\$1,344.30	\$43,491.91
21	7/1/2027	\$1,623.41	\$270.34	\$1,353.07	\$42,071.19
22	8/1/2027	\$1,623.41	\$261.51	\$1,361.90	\$40,641.20
23	9/1/2027	\$1,623.41	\$252.62	\$1,370.79	\$39,201.87
24	10/1/2027	\$1,623.41	\$243.67	\$1,379.74	\$37,753.14
25	11/1/2027	\$1,623.41	\$234.67	\$1,388.74	\$36,294.96
26	12/1/2027	\$1,623.41	\$225.60	\$1,397.81	\$34,827.26
27	1/1/2028	\$1,623.41	\$216.48	\$1,406.93	\$33,349.98
28	2/1/2028	\$1,623.41	\$207.30	\$1,416.11	\$31,863.07
29	3/1/2028	\$1,623.41	\$198.05	\$1,425.36	\$30,366.44
30	4/1/2028	\$1,623.41	\$188.75	\$1,434.66	\$28,860.05
31	5/1/2028	\$1,623.41	\$179.39	\$1,444.02	\$27,343.83
32	6/1/2028	\$1,623.41	\$169.96	\$1,453.45	\$25,817.70
33	7/1/2028	\$1,623.41	\$160.48	\$1,462.93	\$24,281.63
34	8/1/2028	\$1,623.41	\$150.93	\$1,472.48	\$22,735.52
35	9/1/2028	\$1,623.41	\$141.32	\$1,482.09	\$21,179.33
36	10/1/2028	\$1,623.41	\$131.65	\$1,491.76	\$19,612.98
37	11/1/2028	\$1,623.41	\$121.91	\$1,501.50	\$18,036.41
38	12/1/2028	\$1,623.41	\$112.11	\$1,511.30	\$16,449.54

39	1/1/2029	\$1,623.41	\$102.25	\$1,521.16	\$14,852.32
40	2/1/2029	\$1,623.41	\$92.32	\$1,531.09	\$13,244.68
41	3/1/2029	\$1,623.41	\$82.33	\$1,541.08	\$11,626.55
42	4/1/2029	\$1,623.41	\$72.27	\$1,551.14	\$9,997.85
43	5/1/2029	\$1,623.41	\$62.14	\$1,561.27	\$8,358.51
44	6/1/2029	\$1,623.41	\$51.95	\$1,571.46	\$6,708.48
45	7/1/2029	\$1,623.41	\$41.70	\$1,581.71	\$5,047.69
46	8/1/2029	\$1,623.41	\$31.38	\$1,592.03	\$3,376.05
47	9/1/2029	\$1,623.41	\$20.98	\$1,602.43	\$1,693.50
48	10/1/2029	\$1,623.41	\$10.55	\$1,612.86	\$0.00

Signature: Signature of Bill Waller

Title: City Administrator

**ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER TAX-EXEMPT MASTER LEASE/PURCHASE AGREEMENT #16977 SCHEDULE 001**

RE: Tax-Exempt Master Lease/Purchase Agreement #16977, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

I, undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Acceptance of Obligation to commence Agreement Payments with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Schedule 001 has not been delivered, installed or available for use as of the Commencement date of this Agreement.
2. Lessee acknowledges that Lessor has agreed to deposit in to a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Schedule 001.
3. Lessee agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Lessee on the date of execution of the Agreement, Lessee hereby warrants that:

- A. Lessee's obligation to commence Agreement Payments as set forth in Schedule 001 is absolute and unconditional as of the Commencement Date and on each date set forth in Schedule 001 thereafter, subject to the terms and conditions of the Agreement;
- B. Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Payment Request and Equipment Acceptance Form" in the form set forth attached to this Agreement;
- C. In the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Agreement occurs, then those amounts shall be applied as provided in the Tax-Exempt Master Lease/Purchase Agreement #16977.
- D. Regardless of whether Lessee delivers a final Payment Request and Equipment Acceptance Form, all Agreement Payments paid prior to delivery of all the Equipment shall be credited to Agreement Payments as they become due under the Agreement as set forth in Schedule 001.

City of La Crescent

Signature of Bill Waller

Bill Waller – City Administrator
Printed Name and Title

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Tax-Exempt Master Lease/Purchase Agreement #16977, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

In accordance with the Tax-Exempt Master Lease/Purchase Agreement #16977, by executing this Payment Request and Equipment Acceptance Form, the Lessee hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Lessee hereby represents and warrants for all proposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$66,180.00 and this amount is consistent with the Agreement between Lessee and vendor.

2. Payment is to be made to: Payee: Sugarloaf Ford Lincoln
-

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) Copy of the Agreement between Lessee and vendor (if requested by the Lessor), (3) Insurance Certificate (if applicable), (4) Front and Back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba NCL Government Capital and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form an attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under this Agreement, including, without limitation, the obligation of Lessee to make the Agreement Payments with respect thereto in a proportional amount of the total Agreement Payment.
4. No amount listed in this form was included in any such form previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the date of execution and delivery of the Agreement.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Lessee's specifications and accepted for all purposes.
7. That Lessor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Agreement in full force and effect. Furthermore, Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
8. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Agreement Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Agreement Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: tgoetsch@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

City of La Crescent

Signature of Bill Waller

Bill Waller – City Administrator

Printed Name and Title

SIGNATURE CARD

RE: Tax-Exempt Master Lease/Purchase Agreement #16977, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of La Crescent.

City of La Crescent

Signature of Bill Waller

Bill Waller – City Administrator

Printed Name and Title

Signature of additional authorized individual (optional) of Lessee

Signature

Printed Name and Title

LESSEE ACKNOWLEDGEMENT

RE: Tax-Exempt Master Lease/Purchase Agreement #16977, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

Lessee hereby acknowledges that it has ordered or caused to be ordered the equipment that is in the subject of the above-mentioned Agreement.

Please complete the below information, attach another page if necessary

Vendor Name: Sugarloaf Ford Lincoln

Equipment: 2025 Ford F-150 Lightning Flash

Cost of Equipment: \$66,180.00

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Lessee will immediately notify Lessor if any of the information listed above has changed.

CERTIFICATION OF AUTHORITY TO SIGN GOVERNMENTAL LEASE

Re: Tax-Exempt Master Lease/Purchase Agreement #16977 dated 8/7/2025
Between Lease Servicing Center, Inc. dba NCL Government Capital, Lessor
And City of La Crescent, Lessee
For Lease #16977 and all Schedules (The LEASE)

The undersigned hereby certifies that he/she has signed the LEASE; that he/she had, and continues to have, full power and authority to do so, and that he/she has followed all required administrative procedures and has complied with all legal or other provisions necessary to ensure that the LEASE is a legal and binding obligation of the LESSEE.

Date of this certification:

Lease Signatory:	Signature	<u>X</u>
		Signature of Bill Waller
	Name	<u>Bill Waller</u>
	Title	<u>City Administrator</u>

Attesting Official: Signature X
Signature of Authorized Attesting Official

Name _____

Title _____

LESSEE RESOLUTION

Re: Tax-Exempt Master Lease/Purchase Agreement # 16977, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee) and Schedule #001 thereto.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20__ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Schedule #001 to the Tax-Exempt Master Lease/Purchase Agreement #16977, between City of La Crescent (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Vendor Payable Account, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of La Crescent is authorized to enter into the lease financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their 2025 Ford F-150 Lightning Flash from Sugarloaf Ford Lincoln in the amount of \$66,180.00 with 48 monthly payments of \$1,623.41.

Authorized Individual(s): Bill Waller – City Administrator
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

BANK QUALIFICATION ADDENDUM

Bank Qualification to Tax-Exempt Lease/Purchase Agreement #16977

This **Bank Qualification** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of 8/7/2025 and the related Equipment Schedule, between Lessor and Lessee (the "Agreement").

Bank Qualification. Lessee designates this Equipment Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Equipment Schedule was funded, in an amount not exceeding \$10,000,000. _____ Lessee Initial here, only if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessee has caused this Bank Qualification Addendum to be executed by their duly authorized representative.

ACCEPTANCE DATE: _____

Acceptance Date

SIGNATURE: _____

Signature of Bill Waller

NAME: _____

Bill Waller

TITLE: _____

City Administrator

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#): _____

Does your PO# change annually? No ___ Yes ___

Processing time for new purchase orders: _____

REQUEST FOR CERTIFICATE OF INSURANCE

(THIS FORM IS PROVIDED FOR THE LESSEE TO APPROVE AND FORWARD TO OWNER)

TO: Customer's Insurance Agent

Description of item(s) to be insured:

Name of Agency:	X	2025 Ford F-150 Lightning Flash
Agent:	X	
Address:	X	
Phone Number:	X	
Fax Number:	X	

Insurable Value: \$66,180.00

We have entered into a Lease Agreement with Lease Servicing Center, Inc. dba NCL Government Capital and its assigns for the above described item(s). This is a "NET" Lease and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE. ALSO, \$1,000,000.00 OF LIABILITY COVERAGE IS REQUIRED FOR ALL MOTOR VEHICLES.

LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL AND ITS ASSIGNS

300 S Washington St.

Redwood Falls, MN 56283

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee by return mail and place it with the original insurance policy or endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that Lease Servicing Center, Inc. dba NCL Government Capital and its assigns will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

*LEASE NUMBER: 16977

Phone # 320-763-7600

**Please reference the lease number (above)
on the Insurance Certificate. Also, fax &
mail the original to the fax number & address listed above*

City of La Crescent

315 Main Street

La Crescent, MN 55947

X

Signature of Bill Waller

City Administrator

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority

Check box if Amended Return ☐

1 Issuer's name City of La Crescent	2 Issuer's employer identification number (EIN) 4 1 6 0 0 5 2 9 1
3 Number and street (or P.O. box if mail is not delivered to street address) 315 Main Street	Room/suite
4 City, town, or post office, state, and ZIP code La Crescent, MN 55947	5 Report number (For IRS Use Only) 507-895-2595
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Bill Waller - City Administrator	7 Telephone number of officer or legal representative 507-895-2595

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	\$66,180	00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 8/25/2025			
9 Amount of the reported obligation(s) on line 8a that is:	9a	\$66,180	00
a For leases for vehicles	9b		
b For leases for office equipment	9c		
c For leases for real property	9d		
d For leases for other (see instructions)	9e		
e For bank loans for vehicles	9f		
f For bank loans for office equipment	9g		
g For bank loans for real property	9h		
h For bank loans for other (see instructions)	9i		
i Used to refund prior issue(s)	9j		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k		
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐			
12 Vendor's or bank's name: Lease Servicing Center, Inc. dba NCL Government Capital			
13 Vendor's or bank's employer identification number: 4 1 1 9 7 9 9 2 4			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►		Phone no.	
Firm's address ►				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9j, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.



**STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN PROJECT**

State Project Number: 236-080-006_____

FAIN Number: CRP 2826(007)_____

This Agreement is entered into by and between City of La Crescent ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1052044) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project to lease electric vehicles hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 236-080-006, and in Federal Highway Administration ("FHWA") records as Minnesota Project CRP 2826(007); and
5. The Assistance Listing Number (ALN) for this project is 20.205 and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement**
 - 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Local Government's Duties**
 - 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052044), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
3. **MnDOT's Duties**
 - 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052044), which is

incorporated herein by reference.

4. Time

- 4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed after the end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. The estimated cost of the Project is \$22,000.00.
 - 5.1.1. It is anticipated that 80% (up to \$16,000.00 capped) of the cost of the Project is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 5.1.2. Costs incurred as of the federal authorization date of 08/13/2025 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 5.1.3. Eligible cost and expense, if approved, may consist of leasing electric vehicles:
 - 5.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
 - 5.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.
 - 5.1.6. For costs expected to exceed \$22,000.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.
- 5.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 5.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 5.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A detailed breakdown of costs with supporting invoices and documentation.
 - (b) The invoices will include 100% of eligible charges applicable to the Project so that the prorata share of federal and Local Government participation can be applied to the total costs.
- 5.3. **Reimbursement.** Reimbursement of costs under this Agreement will be based on actual costs, but limited

to eligible items.

- 5.3.1. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
- 5.3.3. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 5.3.4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: christopher.nobach@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 6.2. The Local Government's Authorized Representative is:

Name: Tyler Benish, or their successor.

Title: Public Works Director

Phone: 507-895-2037

Email: tbenish@cityoflacscent-mn.gov

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- 7.2. **Amendments.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision

or MnDOT's right to subsequently enforce it.

- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government

Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination; Suspension**
 - 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 13.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 13.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17. Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies and the US Office of Management and Budget, as applicable. Local Government will require the application of Buy America in all contracts eligible for federal assistance under Title 23 of the United States Code ("Title 23") and within the scope of a finding, determination, or decision under the National Environmental Policy Act ("NEPA"), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with federal funding provided under Title 23. The Project is applicable for the limited waiver of Buy America Requirements for De Minimis Costs & Small Grants that was signed 8/16/2023 (Docket #DOT-OST-2022-0124).
- 18. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.,

p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

Title VI/Non-discrimination Assurances. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

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

18.3. Federal Funding Accountability and Transparency Act (FFATA).

- 18.3.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible

for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

18.3.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18.3.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

18.3.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

- 18.3.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of La Crescent

City of La Crescent certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

#3.6



La Crescent Police Department

Chief Luke Ahlschlager

Sergeant Michael Ernster
Corporal Roth Clark

August 19, 2025

Honorable Mayor and City Council Members

City Administrator Bill Waller

I would like to request that the City Council discuss and approve a change to the pet licensing fees. Currently, we charge \$10.00 for spayed/neutered pets and \$15.00 for unspayed/neutered pets. We propose simplifying this to a single fee of \$12.00 per pet, regardless of whether the pet is spayed/neutered. The multi-pet fee would remain at \$25.00.

This change would make the process easier for both residents and staff. We would need to update the pet license application and have it ready before Administrative Assistant Chris Fortsch orders new tags and we send out reminders.

If the Council agrees to this, we will need to amend the ordinance at the first meeting in September. We can discuss the fee amount at the upcoming meeting and make adjustments if needed.

Please let myself or City Clerk Angie Boettcher know if you have any questions or need more information.

Thanks for your consideration.

Sincerely,

Chief Luke Ahlschlager

#3.7



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: August 21, 2025
RE: Transit Operating Agreement

Bill

Attached for review and consideration by the City Council is the 2026 transit operating agreement with the La Crosse MTU for the operation of the local Apple Express bus service. In order to continue to provide the bus service, we would suggest that the City Council approve the 2026 operating agreement, and authorize the required signatures.

For City Council information, the City contribution to the bus service will increase from \$19,575 in 2025 to \$48,560 in 2026. The proposed 2026 general fund budget will be adjusted to reflect this change.

The City contribution to the bus service was reduced from \$64,393 in 2023 to \$16,197 in 2024. This reduction was due to the State of Minnesota increasing the State's share of the transit service. In 2025, the City's contribution towards the cost of operation was capped at 5% by the State of Minnesota. In 2026, the State has increased the City's contribution to 15% of the overall cost of providing the service.

2026 OPERATIONS AGREEMENT BETWEEN THE CITY OF LA CROSSE
AND THE CITY OF LA CRESCENT, MINNESOTA
PERTAINING TO PUBLIC TRANSPORTATION BY BUS

THIS AGREEMENT is made by and between the City of La Crosse acting through the La Crosse Municipal Transit Utility, hereinafter referred to as "MTU", and the City of La Crescent, Minnesota, hereinafter referred to as "LA CRESCENT."

WITNESSETH

WHEREAS, La Crosse currently owns and operates a transit system.

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is provided by the City of La Crosse, through the MTU, to the City of La Crescent, Minnesota.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MTU shall provide route deviation bus service in conformance with this agreement to the City of La Crescent. Routes, schedules, fare structure, and other policy issues will be as determined by the City of La Crosse and the MTU with input from the City of La Crescent.
2. The MTU shall be responsible to complete, with advice and assistance of La Crescent, any forms for federal assistance, assistance from the State of Minnesota, reports required by federal or state agencies, and all grant applications related to furnishing of bus service in the City of La Crescent.
3. La Crosse and La Crescent agree that each participating community will pay its portion of the local share of the operating costs of providing bus service. The number of hours of service and the local share cost shall be calculated on an annual basis as provided on attached Exhibit "A" which is incorporated herein by reference.
4. Any dollar amount over or under budget shall be distributed annually to each respective municipality based upon the cost per hour formula at the time the year end audit has been completed. If additional capital funding is made available after the budget has been approved and cost allocation has been determined, the funding must be approved by the MTU. The funding must then be approved by the governing bodies of La Crosse and La Crescent, respectively, before the capital grant application may proceed.
5. The services to be rendered hereunder shall commence on January 1, 2026 and terminate December 31, 2026, unless the parties hereto agree on or before September 1, 2026, to provide service beyond such date.
6. Payment of local share shall be made by La Crescent to the MTU on a quarterly basis. Such quarterly payments will be made on the 31st day of

March, the 30th day of June, the 30th day of September, and the 31st day of December.

7. Interest of members of/or Delegates to Congress: No members of/or delegates to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit therefrom.
8. Equal Employment Opportunity: In connection with the execution of this contract, the MTU shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or nation of origin. The MTU shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to their race, color, sex, or nation of origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff, or termination; rates of pay, or other forms of compensation; and the selection for training.
9. Audit and Inspection of Records: MTU and La Crescent shall permit the authorized representatives of the City, the U.S. Department of Transportation; and the Comptroller General of the United States to inspect and audit all data and records of the MTU relating to this contract until the expiration of three (3) years after the final payment under this contract.
10. Disadvantaged Business Enterprise: In connection with the performance of this contract, the City of La Crescent will cooperate with the City of La Crosse in meeting its commitments and goals with regard to maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have maximum practicable opportunity to compete for sub-contract work under the contract.
11. To the extent applicable and in accordance with the attached June 29, 2023 communication from the U.S. Department of Labor, the parties hereto agree as a condition of the contract and a condition to the release of assistance with the terms and conditions contained in said certification letter and any corresponding protective arrangements. Said terms and conditions are incorporated as part of this agreement to the extent applicable.

IN WITNESS WHEREOF, this agreement has been duly executed this _____ day of _____, 2025.

WITNESS:

CITY OF LA CRESCENT BY:

Mikel Poellinger, Mayor

Bill Waller, City Administrator

WITNESSES:

CITY OF LA CROSSE
MUNICIPAL TRANSIT UTILITY

Shaundel Washington-Spivey, Mayor

Nikki Elsen, City Clerk

Attachments

Exhibit A

EXHIBIT A

2026 MTU SERVICE TO LA CRESCENT, MINNESOTA

THIRTEEN TRIPS (HOURS) DAILY, MONDAY - FRIDAY EIGHT TRIPS (HOURS) DAILY, SATURDAY

CALCULATION OF COST PER HOUR - La Crosse Municipal Transit Utility

MTU OPERATING COST	<i>MTU Budget - Specialized Transportation Cost</i>	\$7,054,797
CAPITAL COST	<i>Estimate of Local Share of Capital Cost</i>	\$307,600
TOTAL COST		\$7,362,397
TOTAL ROUTE HOURS		67,646
SERVICE COST PER HOUR		\$105.49

Prepared by: La Crosse MTU: 13-Aug-25

	Budget
TOTAL ANNUAL LA CRESCENT HOURS	3,897
TOTAL ANNUAL LA CRESCENT COST	\$411,095
REVENUE	\$58,725
<i>Estimated System Average</i>	
FEDERAL SHARE	\$86,336
MINNESOTA STATE SHARE	\$213,178
GREATER MINNESOTA TRANSIT FUND	\$0

Local capital bus purchase reimbursement (20% \$150,311 over 7 years = \$4,295
LA CRESCENT LOCAL SHARE \$48,560 *

**This amount was calculated using the estimated MTU Budget on 6/26/2025.*

Due to the impact of COVID-19 on our partnering Communities the City of La Crosse MTU would like to propose a 4.8% increase in the cost for this contracted service from the 2025 rates (which had been frozen since 2020) for 2026 to help ease the burden to your Community. The amount of Local share is now to be capped at 15% in 2026 by Minnesota State Statutes, section 174.24, subd.3b.

\$48,560

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator 
DATE: August 21, 2025
RE: Bus Lease

Attached for review and consideration by the City Council is the 2026 motor vehicle lease with the La Crosse MTU. The City of La Crescent owns the bus that is used in the operation of the local Apple Express bus service, and leases the bus to the La Crosse MTU. In order to continue to provide the bus service, we would suggest that the City Council approve the 2026 motor vehicle lease and authorize the required signatures.

**CITY OF LA CRESCENT
2026 MOTOR VEHICLE LEASE**

WHEREAS, the City of La Crescent, “Lessor” owns a bus designed for public transportation,

WHEREAS, the La Crosse Municipal Transit Utility, “Lessee” wishes to lease said bus in order to provide service under the contract known as Agreement between the City of La Crosse Municipal Transit Utility and the City of La Crescent, Minnesota pertaining to public transportation by bus.

NOW, THEREFORE, it is agreed by and between Lessor and Lessee, as follows:

The Lessor shall and does hereby lease the following vehicle to the Lessee for a period commencing from January 1, 2026 through December 31, 2026:

<u>Year:</u>	<u>Make:</u>	<u>Model:</u>	<u>VIN Number:</u>
2023	ARBOC	SV	1HA6GUB77PN003316

per the following terms and conditions:

1. Lessee shall lease said vehicle and operate the same in accordance with applicable state and local laws and pursuant to the operating requirements set forth above.
2. Title to the vehicle shall be in the name of the City of La Crescent.
3. The vehicle shall primarily be used by the Lessee for the purpose of providing transportation under the Agreement referred to above.
4. The Lessee shall immediately notify the Lessor if the vehicle is no longer used for the purpose described herein. The Lessee shall also keep satisfactory records with regard to use of the equipment and submit to the Lessee upon request such information as may be required by the Lessor to assure compliance.
5.
 - a. The Lessor will be responsible for all major mechanical repairs beyond the scope of the warranty unless such repairs are caused by the acts or omissions of Lessee. Repairs and vehicle delivery shall be at the La Crosse Municipal Service Center located at 2000 Marco Drive, La Crosse.
 - b. The Lessee shall perform preventative maintenance on the vehicle at a level no less than the manufacturer’s recommended specifications. The vehicle shall be maintained in good operating order.

6. The Lessee shall make the vehicle available to the Minnesota Department of Transportation and the Lessor upon demand for the purpose of annual verification or other inspections deemed necessary by the Department or Lessor.
7. A Certificate of Insurance shall be filed by Lessee with the City of La Crescent, prior to any operation of said vehicle:
 - a. The vehicle shall be insured by Lessee for damage or loss from fire, theft, collision, and shall contain a comprehensive damage provision. For purposes of this section it is agreed that the current value of the vehicle is \$150,311.44.
 - b. The vehicle shall be insured by Lessee for liability for personal injury and property damage for the Minnesota statutory (ss466.04) requirements of \$500,000 per claim and \$1,500,000 per occurrence in 2026.
 - c. The leased vehicle shall be recorded as an insured vehicle on the Lessee's Liability Policy and shall contain a provision providing for loss to be payable to the Lessor as its interest may appear.
 - d. Lessee shall hold Lessor harmless from any and all loss, costs, or damage that may arise out of or in connection with the use and operation of the aforesaid vehicle by Lessee, its agents or employees, or any other persons operating said vehicle.
8. Lessor reserves the right to require the Lessee to restore the vehicle or pay for damage to the vehicle as a result of abuse or misuse. All reasonable efforts shall be taken by the Lessee to insure against theft and vandalism. Lessee agrees to return all leased equipment in the condition in which it was received, except for reasonable wear and tear.
9. Lessee shall pay Lessor, as lease payment for said vehicle, the sum of One Dollar (\$1.00).
10. In the event that the lease shall be in default of any of the terms or conditions herein agreed to be kept and performed by Lessee, the Lessor may terminate this lease upon five days notice, and possession of aforesaid vehicle shall immediately be returned to Lessor.
11. Any revisions to this contract must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party. This contract, or any part thereof, may be renegotiated in circumstances where changes are required by Federal law or regulations, State law or regulations, court orders or actions or when both parties agree that a new contract would

better meet their particular needs than the existing terms and conditions of this contract. This contract, or any part thereof, shall not be construed to supersede the lawful power or duties of either party.

12. The expense incurred with connection to the lease of this vehicle, except as otherwise provided, including but not limited to, insurance, oil, minor maintenance, etc., shall be the sole responsibility of the Lessee.
13. Lessor shall be responsible for acquiring all necessary vehicle licenses and registration. Lessee shall insure that no one drives the vehicle unless duly licensed under the laws of the State of Wisconsin. Lessee shall inspect the licenses of the person who is to operate the vehicle to insure that said person is properly licensed.
14. The Lessee may not make any vehicle or equipment modifications without the written consent of the Lessor. Equipment shall be attached or deleted as not to cause vehicle damage.
15. Only approved exterior or interior identification may be applied to the leased vehicle.
16. In the event that the leased vehicle is inoperable, Lessee is responsible for providing the service that would have been provided with the leased vehicle.
17. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the use and operation of aforesaid vehicle.

Dated this ____ day of _____, 2025.

CITY OF LA CRESCENT, LESSOR

Mikel Poellinger, Mayor

Bill Waller, City Administrator

CITY OF LA CROSSE, LESSEE

Shaundel Washington-Spivey, Mayor

Adam Lorentz, Transit Manager

#3.9



WIESER LAW OFFICE, P.C.

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

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

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

TO: Honorable Mayor and City Council Members
CC: Bill Waller, City Administrator
FROM: Skip Wieser, City Attorney
DATE: August 22, 2025
RE: Agenda Item 3.9 – 270 Strupp Avenue, La Crescent

Attached for Council consideration, again find a development agreement relating to 270 Strupp Avenue.

At the last meeting, the developer expressed concern with the timeline for completion of the project. After additional communication with the developer, the dates contained in Article III have been adjusted with a Certificate of Occupancy date of July 31, 2026. The other dates have been adjusted accordingly. We will be in attendance at the meeting Monday to review with the City Council.

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2025, by and between the CITY OF LA CRESCENT a municipality of the State of Minnesota, (hereinafter called the CITY), and DEVELOPER identified herein.

RECITALS:

WHEREAS, DEVELOPER owns real property located at 270 Strupp Avenue, La Crescent, Minnesota legally described on Exhibit A.

WHEREAS, the real property described above is presently zoned within the C-PD Commercial Planned Overlay District.

WHEREAS, DEVELOPER has applied for and received a waiver from the Master Plan and PUD requirements for the C-PD Commercial Plan Development Overlay District ("Waiver") contained in Section 12.23 subd. 5 of the City Zoning Ordinance.

WHEREAS, the Waiver was granted on the basis of DEVELOPER constructing a new cannabis dispensary utilizing C-1 zoning standards to develop the property described on Exhibit A.

WHEREAS, the CITY conditioned the Waiver upon DEVELOPER satisfactorily performing the following obligations:

- a. Obtain Minnesota Department of Transportation review and approval;
- b. Prepare a drainage plan to be approved by the City Engineer;
- c. Prepare a grading plan to be approved by the City Engineer; and
- d. Resurface the road adjacent to the subject property described on Exhibit A approved by the City Engineer.

WHEREAS, City Ordinance No. 587 allows the CITY to require the DEVELOPER to enter into a DEVELOPMENT AGREEMENT under certain conditions.

WHEREAS, under the authority granted to it, the City Council has agreed to approve the Waiver and grant a conditional retail registration to DEVELOPER for one (1) retail cannabis location with conditions on or about May 27, 2025.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1 DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

1.2 CITY. "CITY" means the City of La Crescent, a Minnesota municipal corporation.

1.3 DEVELOPER. “DEVELOPER” means Developer, Owner, or Tenant. MNRE 270 Strupp Ave LLC is the Developer and Owner. High Hopes Ventures, LLC is the Tenant.

1.4 DEVELOPMENT PLAN OR DEVELOPMENT IMPROVEMENTS. “DEVELOPMENT PLAN” OR “DEVELOPMENT IMPROVEMENTS” means a full set of plans, drawings, and specifications prepared and approved by a licensed architect and/or licensed engineer in order to obtain an approved building permit by the CITY. The DEVELOPMENT PLAN OR DEVELOPMENT IMPROVEMENTS shall be compliant with Minnesota Building Code and ordinances of the CITY.

1.5 DEVELOPMENT CONTRACT. “DEVELOPMENT CONTRACT” means this instant contract by and among the CITY and DEVELOPER.

1.6 COUNCIL. “COUNCIL” means the Council of the City of La Crescent.

1.7 COUNTY. “COUNTY” means Houston County, Minnesota.

1.8 CITY ENGINEER. “CITY ENGINEER” means WIKS & Co.

1.9 OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation;
- b.) Houston County;
- c.) any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.10 DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the CITY standards and specifications;
- b.) failure by the DEVELOPER to observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- c.) breach of the DEVELOPER WARRANTIES.

1.11 FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning, and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, labor strikes or work stoppages, unavailability of essential materials, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.12 TENANT – “TENANT” means High Hopes Ventures, LLC.

1.13 DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means that the DEVELOPER hereby warrants and represents the following:

3

La Crescent, MN 55947

If to DEVELOPER:

MNRE 270 Stupp Ave LLC
c/o Jeremy Hagen
425 Oakdale Blvd East, Suite 201
Coralville, IA 52241

High Hopes Ventures LLC
c/o Universal Registered Agents, Inc.
6609 Cherokee Lane North
Brooklyn Park, MN 55428-1920

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2 CITY IMPROVEMENTS

2.1 CITY IMPROVEMENTS. The CITY is not obligated to construct any CITY IMPROVEMENTS.

ARTICLE 3 DEVELOPER OBLIGATIONS

3 . 1 The DEVELOPER will satisfy the following obligations no later than November 15, 2025.

A. MINNESOTA DEPARTMENT OF TRANSPORTATION REVIEW AND APPROVAL. The DEVELOPER will submit their project to Minnesota Department of Transportation – District 6 (MN DOT) for MN DOT review and approval. The DEVELOPER will comply with any and all conditions and/or requirements of MN DOT at the DEVELOPER's sole cost.

B. DRAINAGE PLAN. The DEVELOPER shall submit to the City Engineer a stormwater plan for the City Engineer's review and approval in compliance with the CITY's MS4 permit.

.GRADING PLAN. The DEVELOPER shall submit to the City Engineer for review and approval of a grading plan and comply with any recommendations of the City Engineer or City Building Official.

C. DEVELOPMENT PLAN OR DEVELOPMENT IMPROVEMENTS. The DEVELOPER will submit a full set of plans, drawings, and specifications prepared and approved by a Minnesota licensed architect and/or Minnesota licensed engineer in order to obtain an approved building permit by the CITY. The DEVELOPMENT PLAN OR DEVELOPMENT IMPROVEMENTS shall be compliant with Minnesota Building Code and ordinances of the CITY.

D. STREETS. The DEVELOPER will reconstruct the entire roadway surface approximately twenty-eight (28) feet in width adjacent to the subject property to specifications approved by the

City Engineer at the DEVELOPER's sole expense. The DEVELOPER will cooperate with the City Engineer in all respects to coordinate adjacent street improvement if determined necessary by the City Engineer. The City Engineer will need to approve the DEVELOPER's plans and specifications for the reconstruction of the roadway. DEVELOPER's plans and specifications for reconstruction will be provided to the City Engineer no later than December 1, 2025. The DEVELOPER shall furnish to the CITY with an irrevocable letter of credit in an amount equal to 120% of the engineer's estimated cost of reconstruction of the roadway no later than December 31, 2025. The form of the letter of credit will be subject to the approval of the City Attorney or Council. The letter of credit shall be a term ending October 31, 2026, unless otherwise agreed to. The CITY may draw down the letter of credit without notice other than provided in Article 7. The DEVELOPER will have the street reconstructed no later than August 31, 2026. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the obligations described herein.

E. CERTIFICATE OF OCCUPANCY. The DEVELOPER shall do all things necessary for a Certificate of Occupancy to be issued by the CITY's Building Official no later than July 31, 2026. In the event that the DEVELOPER fails to obtain a Certificate of Occupancy by this date without prior extension approved by the Council that the CITY has the ability to rescind and revoke the DEVELOPER retail registration for cannabis sales and/or Waiver of the C-PD Commercial Plan Development Overlay District Requirements.

F. If the DEVELOPER fail to comply with any of the obligations described above without a written extension approved by the CITY, the CITY may revoke any previous approvals for retail cannabis registration and/or Waiver of the C-PD Commercial Plan Development Overlay District Requirements.

ARTICLE 4 OTHER PERMITS

4.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits, and licenses from the CITY, the OTHER REGULATORY AGENCIES.

ARTICLE 5 RESPONSIBILITY FOR COSTS

DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall pay for all costs of persons doing work or furnishing skills, tools, machinery, or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof.

ARTICLE 6 INDEMNIFICATION OF CITY

6.1 INDEMNIFICATION OF CITY. DEVELOPER shall indemnify, defend, and hold the CITY, its COUNCIL, agents, employees, attorneys, and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;

b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS

according to the DEVELOPMENT PLANS and the CITY ordinances, standards, and specifications;

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) failure by the DEVELOPER to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- g.) construction of the DEVELOPER IMPROVEMENTS;
- h.) delays in construction of the DEVELOPER IMPROVEMENTS;
- i.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

ARTICLE 7

CITY REMEDIES UPON DEVELOPER DEFAULT

7.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have ten (10) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) if the CITY reasonably determines that the remedies in a.), c.), and e.) of this Article 7 are insufficient to protect the health and safety of the City, it may suspend any work, improvement, or obligation to be performed by the CITY related to the DEVELOPER DEFAULT;
- c.) if the CITY reasonably determines that the remedies in a.), c.), and e.) of this Article 7 are insufficient to protect the health and safety of the CITY, it may suspend or deny building and occupancy permits for buildings directly affected by the DEVELOPER DEFAULT;
- d.) the CITY may revoke and rescind any prior Waiver of the C-PD Commercial Plan Overlay District and/or approval of conditional cannabis retail registration.
- e.) the CITY may make a written demand on DEVELOPER's Irrevocable Letter of Credit securing DEVELOPER's performance obligations under Article 3(E).

7.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any
Development Agreement – 270 Strupp Avenue

agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

7.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY or the DEVELOPER shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a party to exercise any remedy available to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

ARTICLE 8 MISCELLANEOUS

8.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

8.3 NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT CONTRACT.

8.4 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

8.5 RECORDING. The DEVELOPMENT CONTRACT may be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

8.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land and shall be binding upon the successors and assigns of DEVELOPER.

8.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon acceptance and assumption of such requirements by such third-party buyer, the DEVELOPER'S obligations hereunder shall terminate.

8.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive the

fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of any party for any such amendment, extension, or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

8.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

8.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

8.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

8.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

8.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors, a license to enter the DEVELOPMENT.

8.14 INSURANCE. DEVELOPER will maintain insurance as contained on Exhibit B.

8.15 EXPIRATION OF AGREEMENT. This Agreement shall remain in effect until such time as the DEVELOPER shall have fully performed all of its duties and obligations under this Agreement. Upon the written request of the DEVELOPER and upon the adoption of a resolution by the City Council finding that the DEVELOPER has fully complied with all the terms of this Agreement and finding that the DEVELOPER has completed performance of all DEVELOPER's duties mandated by this Agreement, the City shall issue to the DEVELOPER on behalf of the City an appropriate Certificate of Compliance. Upon issuance of the Certificate of Compliance by the City, this Agreement shall terminate.

{Signatures on the Following Page}

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF LA CRESCENT

By: _____
Mikel Poellinger
Its Mayor

By: _____
Bill Waller
Its City Administrator

ATTEST:

Angie Boettcher, Clerk

MNRE 270 STUPP AVE LLC

By: _____

Its _____

HIGH HOPES VENTURES, LLC

By: _____

Its _____

[illegible]

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared Mikel Poellinger and Bill Waller to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Administrator of the City of La Crescent, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Administrator acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

[illegible]

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of _____, the company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of the Board of _____ and said _____ acknowledged said instrument to be the free act and deed of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Attorney Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

EXHIBIT A
LEGAL DESCRIPTION OF PLAT
OF 270 STRUPP AVENUE, LA CRESCENT, MN

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 11, TOWNSHIP 104 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SW 1/4 OF SECTION 11; THENCE EAST 1,156.8 FEET ALONG THE NORTH LINE OF SAID SW 1/4; THENCE AT A DEFLECTION ANGLE TO THE RIGHT OF 89°43' A DISTANCE OF 187.7 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE RIGHT OF WAY OF MINNESOTA U.S. HIGHWAY 14, 16 AND 61; THENCE AT A DEFLECTION ANGLE TO THE LEFT OF 90° ALONG SAID SOUTH BOUNDARY LINE, 553 FEET TO THE POINT OF BEGINNING: THENCE EAST 104 FEET ALONG SAID SOUTH BOUNDARY LINE; THENCE AT A DEFLECTION ANGLE TO THE RIGHT OF 90° A DISTANCE OF 208 FEET; THENCE AT A DEFLECTION ANGLE TO THE RIGHT OF 90° A DISTANCE OF 104 FEET; THENCE AT A DEFLECTION ANGLE TO THE RIGHT OF 90° A DISTANCE OF 208 FEET TO THE POINT OF BEGINNING.

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 11, TOWNSHIP 104 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SAID SW 1/4 OF SECTION 11; THENCE EAST 1,156.8 FEET ALONG THE NORTH LINE OF SAID SW 1/4; THENCE AT A DEFLECTION ANGLE TO THE RIGHT OF 89°43' A DISTANCE OF 187.7 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE RIGHT OF WAY OF MINNESOTA U.S. HIGHWAY 14, 16 AND 61; THENCE AT A DEFLECTION ANGLE TO THE LEFT OF 90° ALONG SAID SOUTH BOUNDARY LINE, 657 FEET TO THE POINT OF BEGINNING: THENCE AT A DEFLECTION ANGLE TO THE RIGHT OF 90° A DISTANCE OF 208 FEET; THENCE AT A DEFLECTION ANGLE TO THE LEFT OF 90° A DISTANCE OF 196 FEET; THENCE AT A DEFLECTION ANGLE TO THE LEFT OF 90° DISTANCE OF 200 FEET, MORE OR LESS, TO SAID SOUTH BOUNDARY LINE OF THE RIGHT OF WAY OF MINNESOTA U.S. HIGHWAY 14, 16 AND 61; THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH BOUNDARY LINE, 196 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

Insurance. The Developer, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- a. **Commercial General Liability Insurance.** Developer is required to maintain commercial general liability insurance protecting it from claims for damages for bodily injury and property damage which may arise from operations under this Agreement whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under this Agreement. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability and Products and Completed Operations Liability.

City must be endorsed as an Additional Insured.

- b. **Business Automobile Liability Insurance.** Developer is required to maintain business automobile liability insurance protecting it from claims for damages for bodily injury and property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this Agreement, and in case any work is subcontracted the Developer will require subcontractors to maintain business automobile liability insurance. Insurance minimum limits are as follows:

\$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobiles

- c. **Workers' Compensation Insurance.** Developer must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Developer will require subcontractors to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota. Such coverage shall include Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

- d. **General Insurance Conditions.**

All policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of the City's performance under this Agreement.

All policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

Developer shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

An umbrella or excess liability insurance policy may be used to supplement the policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement. The City must be endorsed as an additional insured on any umbrella or excess policy.

Developer shall submit a Certificate of Insurance acceptable to the City as evidence of the required insurance coverage requirements. If the policy is a claims-made policy, coverage shall remain in effect for a period of two (2) years after the project is complete.

#3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: August 21, 2025
RE: Personnel Committee Recommendations

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

1. The Personnel Committee is recommending that the City Council promote Jay Meier to the position of Assistant Training/Safety Officer in the La Crescent Fire Department. Mr. Meier has been a member of the Fire Department since 2017. Pursuant to the terms and conditions of the Fire Department Rules and Regulations, Mr. Meier will serve a 12-month probationary period. A letter from the Fire Chief regarding this recommendation is included.
2. The Personnel Committee is recommending that the City Council approve changes to the Fire Department Rules and Regulations and the job descriptions for the Fire Department. A letter from the Fire Chief that that summarizes the recommendations is included.



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

From: Chief Josh Tarrence

Date: August 18th, 2025

RE: Assistant Training/Safety Officer recommendation

1. The recruitment process for the position of Assistant Training/Safety Officer has concluded. We had one member, Jay Meier, submit a letter of interest for the posted position. I respectfully request the approval, of promoting Jay Meier to the position of Assistant Training/Safety Officer. With the approval of the promotion, Jay will serve a twelve (12) month probationary period.

Thank you for your attention and support.

Respectfully,

Josh Tarrence
Fire Chief
La Crescent Fire Department



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

From: Chief Josh Tarrence

Date: August 19th, 2025

RE: Updated Rules and Regulations, and job descriptions for the Fire Department

1. The Fire Department is currently operating off Rules and Regulations, as well as job descriptions, dated from 2011. Attached are updated redline versions of proposed changes to the Fire Department Rules and Regulations, as well as updated job descriptions. I respectfully request approval and adoption of the updated Rules and Regulations, as well as updated job descriptions.

Thank you for your attention and support.

Respectfully,

Josh Tarrence

Fire Chief

La Crescent Fire Department

CITY OF LA CRESCENT, MINNESOTA

FIRE DEPARTMENT

RULES AND REGULATIONS

6/3/2025



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I INTRODUCTION

A. Scope of Rules and Regulations

These Rules and Regulations, after adoption and approval by the City of La Crescent, shall be the controlling rules and regulations of the Fire/EMS Department and supersede any and all inconsistent or conflicting prior rule, regulation, bylaw, policy or any other directive whether written or verbal. All such existing rules, regulations, bylaws, policies or directives shall automatically become null and void upon the effective date of these rules and regulations.

All firefighters shall familiarize themselves with and abide by all Fire/EMS Department policies, general rules, regulations and code provisions concerning the La Crescent Fire/EMS Department, hereinafter referred to as the Department.

If, after adoption and approval by the City of La Crescent, any rule(s) and regulation(s) are found to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such rule(s) and/or regulations) shall be voided. The voided provision(s) may be revised at the sole discretion of the City Council. All other provisions of these Rules and Regulations shall continue to remain in effect.

The City of La Crescent reserves the right to revise, supplement or rescind any provision(s) of these Rules and Regulations at its sole discretion. These Rules and Regulations are not meant to be, and shall not be construed as conferring contractual rights or benefits to any firefighter covered by them.

B. Mission Statement and Objectives

It is the purpose and mission of the Department to minimize loss of life and property for the La Crescent community from fires, natural disasters, life-threatening situations and to assist other emergency agencies.

In carrying out this mission the Department hereby establishes the following objectives:

1. To develop and maintain an adequate staff of qualified well-trained personnel, including a part-time Fire Chief and paid on-call firefighters;
2. To develop and maintain a strong emphasis on fire loss management, including fire prevention, code enforcement and public education;
3. To provide a timely response to fires and other emergencies with an appropriate staffing level;

4. To investigate fires or to provide for such investigation; and
5. To maintain cost-effective fire suppression services in the City of La Crescent.

C. Definitions

Unless the context clearly indicates otherwise, the words, combination of words, terms, and phrases as used in these Rules and Regulations shall have the meanings set forth in the following subdivisions.

1. *Firefighter*: Any paid on-call firefighter or ~~emergency-First-Responder~~ **Emergency Medical Responder**, including any officer of the Department and any person on probationary status. Firefighters are subject to applicable provisions of law, including, but not limited to, the pension system (MS. 424A and 69); the Worker's Compensation Act, and such withholding deductions from on-call pay as are required by law.
2. ~~Emergency-First-Responder~~ **Emergency Medical Responder**: First person at the emergency scene; the ~~First-Responder~~ **Emergency Medical Responder** must be completely knowledgeable about basic principles of emergency medical care and also about taking any actions necessary to minimize the patient's discomfort and prevent further complications. The ~~First-Responder~~ **Emergency Medical Responder** shall be certified as required by law and shall be required to maintain the appropriate initial and refresher level of training as required by the Minnesota Emergency Services Regulatory Board.
3. *Inactive Status*: Non-compliance with the minimum requirements for training and/or response to calls and/or maintenance of all departmental standards for fitness for duty. Inactive status does not qualify a firefighter for active service credit.
4. *Active Status*: Compliance with the minimum requirements for training and response to calls and maintenance of all departmental standards for fitness for duty.
5. *Active Service Credit*: Accrued time during a twelve (12) month period during which the firefighter meets all requirements of active status. A firefighter on inactive status due to an approved leave of absence shall not earn active service credit, and such inactive status may affect the individual's pension status in accordance with the current relief association by-laws.
6. *Officer*: A firefighter who has been appointed to a position of supervisory authority and responsibility and is required to perform supervisory duties as assigned by the Fire Chief. "Officer" shall include the Fire Chief and any other designated supervisory position as authorized by the City Council.

7. *Probationary Status:* A newly appointed firefighter is on probationary status until completion of the required period of ~~eighteen (18)~~ twelve (12) months following initial appointment. During probationary status a firefighter shall comply with all requirements of active status.
8. *Regular Status:* A firefighter who has successfully completed the probationary period shall be considered to have achieved regular status as a member of the Department.
9. *Place of Residence:* The domicile where a firefighter lives and is or would be eligible to become a registered voter and at which the individual would be allowed to declare homestead property (if the individual owns the property and meets other eligibility requirements) for real estate tax purposes.
10. *Response Time Requirement:* All firefighters on active status (including those on probation) are required to be able to respond by arrival at the fire station to which assigned within eight (8) minutes. . This response time requirement of eight (8) minutes shall be determined by the City and will be timed under optimal conditions and while the firefighter is abiding by all applicable speed laws and traffic regulations.
11. *City.* The City Council of the City of La Crescent or its designated representative(s).
12. *City Designated Representative(s):* The City Administrator or other designated representative(s) authorized by the City Council to act on its behalf.

II FIRE/EMS DEPARTMENT ORGANIZATION

- A. The organization of the Fire/EMS Department shall be as authorized by the City.
- B. To be an active member of the La Crescent Fire/EMS Department the individual must be a firefighter and a ~~First Responder~~ Emergency Medical Responder.
- C. Chain of Command and Staffing

Under the direction of the City Council the Department shall be administered by the Fire Chief and such other officers as provided for in these Rules and Regulations or as otherwise established by the City.

The Department shall have as many firefighters as the City shall deem necessary, provided the total number of positions in the Department, including officers, firefighters and probationary firefighters shall not be less than twenty-five (25) nor more than thirty (30) persons.

A reduction or increase in staffing of the Department shall be determined by the City at its sole discretion. In making such determination, the City and its Designated Representative may consider relevant data and information, which will include the recommendation of the Fire Chief.

The chain of command for the Department shall be as follows:

- ▶ Fire Chief
- ▶ First Assistant Chief
- ▶ Second Assistant Chief
- ▶ ~~First Captain~~ Captains
- ▶ ~~Second Captain~~
- ▶ Fire Marshal
- ▶ ~~Assistant Fire Marshal~~ Deputy Fire Marshal
- ▶ Training/Safety Officers
- ▶ Medical Director

D. Appointment and Essential Duties of the Fire Chief

1. Appointment of the Fire Chief.

The Fire Chief shall be appointed by the City based on job-relevant criteria and subject to all applicable laws and the City's Personnel Policies and Procedures.

2. Essential Duties of the Fire Chief.

The Fire Chief shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:

- a. Under the direction of the City Council and the City Administrator, plan, direct and coordinate all programs and activities of the Department;
- b. Supervise all firefighters of the Department;
- c. Develop and maintain an adequate staff of qualified, well-trained personnel;
- d. Develop and maintain an effective fire loss management program, including fire prevention, code enforcement, and public education;
- e. Ensure a timely Department response to fires and other emergencies with an appropriate staffing level;
- f. Investigate fires or provide for such investigation;
- g. Maintain cost-effective fire suppression services;
- h. Assist the City Administrator with the preparation and administration of the Department budget;
- i. Communicate departmental objectives, policies and procedures to members of the Department and to the public;
- j. Enforce all City ordinances and other Minnesota laws concerning fire suppression and prevention;
- k. Inspect or direct the inspection of any and all premises and order the removal or abatement of all fire hazards;
- l. Make and distribute as directed such reports as may, from time-to-time, be required by the State Fire Marshal or the City, including but not limited to an annual report;
- m. Recommend to the City for its review and approval revisions, modifications and additions to these Rules and Regulations periodically and as needed;
- n. Recommend to the City for its review and approval administrative and operational policies;
- o. Recommend to the City for its review and approval qualified candidates for openings in supervisory positions;
- p. Recommend to the City for its review and approval the removal for just cause of a Department firefighter;
- q. Perform other duties needed to ensure the safe and efficient administration
- r. and operation of the Department; and
- s. Perform other duties as directed by the City or its designated representative(s).

E. Essential Duties of the Assistant Fire Chief

1. Assist with administrative duties.
2. The ~~First Assistant Fire Chief and the Second Assistant Fire Chief~~ Assistant Fire Chiefs shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:
 - a. Assist the Fire Chief as directed to direct and coordinate all programs and activities of the Department;

- b. Assist the Fire Chief as directed to supervise all firefighters of the Department;
- c. Assist the Fire Chief as directed in the administration of an effective fire loss management program;
- d. Communicate departmental objectives, policies and procedures to members of the Department and to the public as directed;
- e. Assist as directed in the preparation and distribution of reports;
- f. Assume responsibility as Incident Commander for operations at the scene of an emergency consistent with NIMS compliance; and
- g. Perform other duties as directed by the City or its designated representative(s).

F. Essential Duties of the Fire Captain

The ~~First Fire Captain and the Second Fire Captain~~ Fire Captains shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:

- a. Assist the Fire Chief as directed to supervise all firefighters of the Department;
- b. Assist the Fire Chief as directed in the administration of an effective fire loss management program;
- c. Communicate departmental objectives, policies and procedures to members of the Department and to the public as directed;
- d. Assume responsibility as Incident Commander for operations at the scene of an emergency consistent with NIMS compliance; and
- e. Perform other duties as directed by the City or its designated representative(s).

G. Essential Duties of the Fire Marshal

The position of Fire Marshal may be held by the Fire Chief or by an Assistant Fire Chief subject to the approval of the City.

1. The Fire Marshal shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:
 - a. Enforce current Minnesota Uniform Fire Code (MUFC) and all City ordinances that relate to fire protection and life safety; and
 - b. Prepare such reports as are necessary or required.
 - c. ~~Oversee the departments Fire Prevention and Safety Program~~

H. Essential Duties of the ~~Assistant Deputy~~ Fire Marshal

1. Assist the Fire Marshal as directed.
2. The ~~Assistant Deputy~~ Fire Marshal shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:
 - a. Assist the Fire Marshal in the enforcement of current Minnesota Uniform Fire Code (MUFC) and all City ordinances that relate to fire protection and life safety; and
 - b. Prepare such reports as are necessary or required.

I. Essential Duties of the Training/Safety Officer

1. The Training/Safety Officer shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:
 - a. Establish, coordinate and maintain all training programs, orientation activities and drill schedules;
 - b. Provide training to all probationary and regular firefighters to enable them to meet and maintain all minimum training requirements needed to maintain active status;
 - c. Maintain adequate and competent attendance records for training activities and fire call responses;
 - d. Maintain adequate and competent records concerning the accrual of active service credit and other data relating to the maintenance of minimum requirements for active service status;
 - e. Coordinate training and record-keeping activities with the Fire Chief;
 - f. Prepare semi-annual reports and submit periodic reports as necessary or requested by the Fire Chief; and
 - g. Perform the duties and responsibilities specified in NFPA 1521, Standard for Fire Department Safety Officer. 1992 edition as amended.

J. Essential Duties of the Medical Director

1. The Medical Director is a physician who has the responsibility for insuring that quality care is provided by Department ~~First Responders~~ Emergency Medical Responders in accordance with established protocols and standard operating procedure.
2. The Medical Director shall be responsible to the City for satisfactory performance of certain essential duties, including but not limited to the following:

- a. Provide standards for training, orientation and continuing education of personnel with respect to the restricted treatment or procedure for which the variance was granted;
- b. Provide standards for the purchase of medical equipment and supplies necessary for the restricted treatment or procedure;
- c. Provide standing orders for performing the restricted treatment or procedure;
- d. Review and evaluate on a regular basis the quality of care provided;
- e. Attend staff meetings as requested to comment on EMS issues;
- f. Review all patient care activities;
- g. Establish the initial training and subsequent refresher courses required for EMS personnel;
- h. Perform other duties as directed by the City or its designated representative(s);
- i. Perform other duties as required by Minnesota law; and
- j. Establish appropriate procedures for the use of Automated External Defibrillators (AED); body substance isolation, Hepatitis immunizations; personal protective equipment (PPE), including use of the hepamask.

K. Legal Authority and Responsibilities of the Fire Chief and Fire Marshal - Investigations

The Fire Chief shall have the authority to order inspections of all premises and to obtain search warrants in the manner prescribed by law. The Fire Marshal shall have the authority to inspect all premises.

The Fire Chief shall have the authority and responsibility to investigate or direct the investigation of each fire resulting in destruction or damage within the corporate limits of the City and elsewhere pursuant to authorization by contract for services. Investigation shall begin no later than two (2) calendar days following the occurrence of the fire.

III. CHAIN OF COMMAND

A. Daily Administration and Operations

The Fire Chief is a regular part-time employee who will report as directed to the City Council and to its designee, the City Administrator. The Fire Chief shall carry out administrative and supervisory duties under the direction of the City Council and its designee.

The Assistant Fire Chiefs are of equal rank and report directly to the Fire Chief. The Captains are of equal rank and also report directly to the Fire Chief. The terms "First" and "Second" applied to Assistant Fire Chiefs denote their length of service in the respective positions held.

In the absence of the Fire Chief the First Assistant Chief shall assume the full authority and responsibility of the Chief. In the absence of both the Fire Chief and the First Assistant Fire Chief, the Second Assistant Fire Chief shall assume that authority and responsibility.

During short periods of absence, the Fire Chief may designate one of the Assistant Fire Chiefs, a Captain or another firefighter as Acting Fire Chief, who shall assume responsibility and authority for all operational activities of the Department. In case the Fire Chief will be absent for a period longer than thirty (30) days the City shall approve the appointment of an Acting Fire Chief.

All personnel shall follow the designated chain of command. If problems or questions arise, they should be referred to one of the Assistant Fire Chiefs. If the issue is not resolved at that level, the Assistant Fire Chief will refer the matter to the Fire Chief.

B. Emergency Command and Control

1. When responding to emergencies, personnel shall obey ALL traffic laws and speed limits.
2. The senior officer or firefighter who is first to arrive at the scene of an emergency (First Responder) shall assume command of operations as Incident Commander in accordance with the Minnesota Incident Management System. Other arriving personnel shall report to the Incident Commander. (In case of a medical emergency the senior officer or most highly trained Emergency ~~First~~ Medical Responder shall assume command of operations as Incident Commander.)
3. Upon the arrival of an officer, the Incident Commander shall report the known facts of the situation and the actions taken.

4. That officer shall assume responsibility as Incident Commander, for operations at the scene of the emergency, but may, at the officer's discretion, allow the First Responder to maintain command of the operations under the officer's supervision. ~~(In case of a medical emergency the most highly trained Emergency First Responder shall retain command of operations as Incident Commander.)~~
5. Other officers who arrive at the emergency scene later shall report to the officer who arrived on the scene first and shall defer to that officer ~~unless the later arriving officer is of higher ranking and accepts Incident Command. (except in the case of medical emergencies.)~~
6. Firefighters and officers who arrive at the emergency scene shall stay with their unit and shall avoid separation from that unit unless so ordered. Fire equipment operators shall stand by their unit unless ordered to do otherwise by the Incident Commander.
7. In the event of a major fire or other emergency, the Incident Commander shall designate a command post and shall advise the dispatcher of the location of the command post.

IV. RECRUITMENT, SELECTION AND APPOINTMENT OF PERSONNEL AND MAINTENANCE OF JOB-RELEVANT REQUIREMENTS

A. General Provisions

The City shall provide for the recruitment, selection and appointment of personnel consistent with these Rules and Regulations, the City's Personnel Policies and Procedures and all applicable laws. The City, in exercising its authority and discretion as appointing authority may consider all relevant information including recommendations from the Fire Chief.

B. Minimal Job-Relevant Requirements and Desirable Qualifications

Minimal job-relevant requirements and desirable qualifications are found in the attached job descriptions (Appendices A through I).

C. Recruitment

Recruitment of personnel shall be consistent with the City's Personnel Policies and Procedures. The City is an Equal Opportunity Employer. Applications can be obtained at City Hall.

D. Selection Procedures

All applicants must complete a City of La Crescent Application for Employment form and submit it to City Hall in accordance with the required time and date for close of applications.

Veterans as defined in the Veteran's Preference Act, M.S. 43 A. 11 may exercise their rights during the selection procedure as directed by the City. The selection process shall consist of a one hundred (100) point examination in order to equitably apply Veteran's Preference Points.

The selection procedures shall include the following, not necessarily in the order below:

1. Written examination;
2. Oral examination; and
3. Physical ability test.

Final selection is based on successful completion of all examinations and tests. Tentative offers of appointment are made contingent upon passing a medical evaluation by a physician selected by the City, a drug and alcohol test, and a background investigation administered by the La Crescent Police Department. These are done at no cost to the applicant.

E. Response Time Requirements

All firefighters on active status (including officers) and all probationary firefighters are required to be able to respond by arrival at the fire station to which assigned within eight (8) minutes. This response time requirement shall be determined by the City and will be timed under optimal conditions and while the firefighter is abiding by all applicable traffic laws and speed limits.

Failure to comply with this response time requirement may be cause for disciplinary action, including possible discharge.

The City may, at its sole discretion, consider a waiver from this response time requirement in response to a written request from a firefighter, on active duty, status and/or in accordance with a recommendation from the Fire Chief. Such consideration shall require the presentation to the City of relevant facts and extenuating circumstances by the firefighter and/or Fire Chief. Following a finding that no undue hardship or hazard will result to the citizens of the La Crescent Fire District, the City; may, by simple majority, waive the required response time or adjust it for the specified case under consideration.

F. Health and Fitness Requirements

1. Tentative offers of appointment are made contingent upon passing a medical evaluation by a physician selected by the City. The examining physician shall submit a written report concerning the applicant's health and fitness for duty to the City Administrator. This report shall include evidence of, but is not limited to the following conditions: myocarditis, coronary sclerosis, tuberculosis, hepatitis, pneumonia or other infectious diseases. In addition, the examining physician shall indicate whether or not the applicant is able to perform all essential functions of the job under the work conditions described and given the physical requirements noted in the job description. ^
2. All probationary firefighters and all regular firefighters may be required on a periodic or an "as needed" basis to/undergo, at the City's expense, an examination) to determine health and fitness for continued duty. All regular firefighters shall be required to undergo ~~a bi-~~ an annual examination, at the City's expense, to determine health and fitness for continued duty.
3. If, as a result of such examination(s) a firefighter is determined to be not fit for duty, the firefighter's condition and City service needs shall be assessed to consider possible temporary light duty assignment for the firefighter. If, for reasons of business necessity and undue hardship the City is unable to provide temporary light duty assignment, the firefighter may be placed on inactive status or terminated. If the firefighter is a veteran, the firefighter may exercise rights concerning removal in accordance with M.S. 43 A. 11.

4. The City Administrator or employer-designated representative shall be responsible for maintaining records on individuals in accordance with the City's data practices policies.

V. PROBATIONARY PERIODS

A. Initial Appointment as Probationary Firefighter

The initial appointment by the City of any applicant to the Department shall be as a probationary firefighter. The length of the probationary status shall be no more than ~~18~~ 12 months.

B. Training Requirements for Probationary Firefighters

1. During the probationary period, the probationary firefighter shall receive training and guidance to assist and enable effective adjustment in order to achieve regular firefighter status. A probationary firefighter must satisfactorily complete the Department's required course of instruction for probationary firefighters during the probationary period.
 - a. The Fire Chief and City Designated Representative of the City Council may waive the required training and/or Course of instruction if the applicant has otherwise or elsewhere successfully completed the same or equivalent training or instruction as determined by the Fire Chief and City Designated Representative.
 - b. At any time during the probationary period, the Fire Chief may require an applicant to begin and successfully complete any portion or all of such training or instruction previously waived
2. Each probationary firefighter shall undergo an evaluation every three (3) months. Each evaluation shall be discussed with the probationary firefighter and shall include, but not limited to, an understanding of the work, the quality and quantity thereof, and the probationer's ability to follow orders, dependability, initiative, work objectives and progress. The Fire Chief shall review each quarterly report with the City Administrator.
3. If, during the probationary period, the firefighter does not meet the standards for the position or is otherwise determined to be not fit for duty, the probationer may be terminated by the City at its discretion, with or without the recommendation of the Fire Chief. If the firefighter is a veteran, the firefighter may exercise rights concerning removal in accordance with M.S. 43A.11.
4. Upon the Fire Chief's written report to the City indicating that a probationer has successfully completed all job-relevant requirements and has complied with the Fire Department Rules and Regulations, the City may at its sole discretion appoint the individual from probationary firefighter status to regular firefighter status.

C. Probationary Period for Officer Position

1. Officers shall serve a probationary period of twelve (12) months commencing with appointment by the City. During the probationary period, the officer shall receive quarterly evaluations by a superior officer or, in the case of the Fire Chief, by the Personnel Committee of the City Council. Each evaluation shall be discussed with the probationary officer and shall cover, but not limited to, an understanding of the work, the quality and quantity thereof, and the probationer's ability to follow and to give orders and work direction, dependability, initiative, work objectives and progress.
2. If during the probationary period the probationary officer does not meet the performance standards for the position, the probationer may be returned to the position of firefighter as the discretion of the Fire Chief, but with prior approval of the City.
3. Officers shall be recruited, selected and appointed in accordance with the City's Personnel Policies and with Section IV of these Department Rules and Regulations.
4. Officers shall be subject to removal for just cause in accordance with the City's Personnel Policies.

VI MINIMUM REQUIREMENTS FOR MAINTAINING ACTIVE STATUS

A. Minimum Requirements

1. All firefighters/First Responders shall meet minimum requirements as established by the City in order to maintain active status. Such requirements are subject to change at the discretion of the City.
2. The minimum requirements for maintaining active status are as follows:
 - a. ~~Attendance at twenty-five percent (25%) of all fire calls received during assigned shifts or ten percent (10%) of total department calls per calendar year;~~ Firefighters – attendance at forty percent (40%) of all calls during assigned shifts or ten percent (10%) of total department calls per calendar year.
Officers – attendance at forty percent (40%) of all calls during assigned shifts and ten percent (10%) of total department calls per calendar year.
 - b. Attendance at twenty-five (25) hours of firefighter training per year;
 - c. Attendance at sixteen (16) hours of ~~First Emergency Medical~~ Responder training per every two years; and
 - d. Health and fitness requirements as established by the City.
3. The Fire Chief shall provide an annual record concerning attendance at training sessions and fire and First Responder calls. This record shall include data on individual firefighters.

B. Training Requirements

1. Training sessions (drills) will be regularly scheduled on the second Tuesday and the last Monday of each succeeding month to commence at ~~7:00~~ 6:00 p.m. unless otherwise announced. Additional and special drills may be scheduled and held as circumstances may require. Although the particular subject matter involved may occasionally entail drills having a longer duration, the duration of each drill will be based upon an hour unit of time and with a minimum duration of one hour. Training requirements shall consist of attaining and maintaining requirements set forth in Sections 3 and 4 of NFPA 1001 Firefighter Professional Qualifications. 1992 Edition as amended.
2. The Training/Safety Officer shall be responsible for maintaining adequate and competent attendance records for all training activities, Department meetings, and fire call and First Responder responses. Each firefighter shall sign-in on an attendance record for each function or activity.
3. All firefighters/first responders shall acquire prior approval from either the Fire Chief or the Training/Safety Officer prior to attending training sessions which are not sponsored by the La Crescent Fire Department. Failure to acquire prior approval shall

result in the firefighter/first responder not receiving credit for attendance at the training session.

VII PROMOTIONS

1. Minimum job-relevant requirements and desirable qualifications for all positions shall be established by the City based on considerations of recommendations made by the Chief and other relevant information.
2. Openings for promotional opportunities shall be posted in the Fire Hall and City Hall for a minimum of fourteen (14) calendar days.
3. Firefighters who meet the minimum requirements for a promotional opening may express an interest in accordance with the instructions included in the job posting.
4. Qualified applicants shall be eligible to participate in competitive job-relevant examinations and such other assessment procedures as are established and required by the City.
5. The Fire Chief shall recommend to the City successful candidates consistent with the requirements established in these Rules and Regulations and with the guidelines established in the applicable NFPA 1021, Fire Officer Professional Qualifications. 1992 Edition, as amended.
6. The City shall have the authority for final approval of candidates to fill openings for officer positions.

VIII TEMPORARY LIMITED DUTY ASSIGNMENT

1. The Fire Chief shall have the authority to assign probationary and regular firefighters to temporary limited duty assignments as deemed necessary by the Fire Chief in order to protect the health, safety or welfare of a firefighter(s), the Department or the public. Such assignment shall require the prior approval of the City Administrator or City designated representative(s).
2. In making such determination the Fire Chief may require that a firefighter undergo, at the City's expense, an examination(s) to determine health and fitness for continued duty. The Fire Chief shall consider relevant information concerning a firefighter's condition and the City's service needs in determining whether temporary light-duty assignment is feasible.
3. The Fire Chief may approve temporary light duty assignments for up to sixty (60) days. A temporary light-duty assignment of more than sixty (60) days shall require approval of the City. If such continuation of a temporary light-duty assignment is not approved, the firefighter may be placed on inactive status or terminated. If the firefighter is a veteran, the firefighter may exercise rights concerning removal in accordance with M.S. 43 A. 11.
4. Each firefighter has an obligation to inform the Fire Chief of a temporary disability which may impede the firefighter's safe and effective performance of firefighting duties. Failure to report a known disability may jeopardize a firefighter's continued active status.

IX LEAVE OF ABSENCE

A. Request for a Leave of Absence

Any probationary firefighter or regular firefighter may request a leave of absence from active status because of personal, family or medical reasons. Such request shall be in writing and shall be presented to the Fire Chief. The Fire Chief shall consider the request and shall make a recommendation to the City, which shall approve or reject the request based on consideration of the facts and circumstances of the request and Fire District service needs.

B. Duration of a Leave of Absence

A leave of absence shall not exceed ninety (90) days except in case of medical reasons or if otherwise required by law.

C. Medical Leave of Absence

1. All requests for medical leave of absence shall be made to the City Designated Representative and shall be accompanied by a written statement from a physician stating that the probationary firefighter or regular firefighter is not able to perform all essential job duties of the firefighter position. The physician's statement shall include the estimated period of time for which the firefighter's condition is expected to continue.
2. The City Designated Representative may request a second medical examination and verification by a physician of the City's choosing. Such examination, if required, shall be at the City's expense.
3. The City Designated Representative may require the firefighter's physician to provide additional information and prognosis at reasonable intervals.
4. Medical leave of absence may, at the discretion of the City, be granted for a continuous period of up to one (1) year. At the end of one (1) year if the firefighter is unable to return to active duty, the firefighter may request an extension of medical leave. Such request for an extension shall be accompanied by additional information provided by the firefighter's physician. Each request shall be considered by the City on a case-by-case basis.

D. Involuntary Leave of Absence

1. The City Administrator with or without the recommendation of the Fire Chief shall have the authority to impose an immediate involuntary leave of absence on a firefighter for reasons of concern for the health and/or fitness for duty of a firefighter. Such a determination shall also be made in consideration of the safety and welfare of the Department and the public.

2. The firefighter upon whom an involuntary leave of absence has been imposed shall have the right to appeal, within fifteen (15) calendar days of placement on involuntary leave of absence, to the City for a hearing.
3. The written notice of appeal shall be filed with the City Administrator. If the firefighter seeks a second medical opinion in preparation for the hearing, the City shall assume the expense of the examination and medical report.
4. The timely filed appeal shall be heard by the City at its next regular scheduled meeting held no sooner than seven (7) calendar days nor more than thirty (30) calendar days from receipt of the written appeal.

E. Return from Leave of Absence

A firefighter who returns to duty following a medical leave of absence in excess of ninety (90) calendar days may, at the discretion of the City Designated Representative and as a precondition to returning to duty, be required to undergo a medical examination at the City's expense in order to determine the firefighter's fitness for duty and ability to perform all essential job functions.

X CERTIFICATION OF ACTIVE SERVICE

1. Annually the Fire Chief shall prepare and present an oral and written report to the Board of Trustees of the La Crescent Fire Department Relief Association.
2. The report shall contain the names of the members of the Department, each member's active service accrued for the year for which the report is being made, and the names and active service of any members who had a break in service due to a leave of absence or due to inactive status during the year. The report shall not contain information related to the reasons for the leave of absence or the break in service.
3. The Fire Chiefs report of each member's active service accrued shall be posted in the Fire Department and said report shall be deemed final except at to member(s) appealing a certification of active service accrued who shall have filed a written appeal with the City Designated Representative within thirty (30) calendar days of the date the certification is posted. The City shall, within sixty (60) calendar days of receipt of written appeal, make a final determination concerning the appellant member's accrued active service.

XI SEXUAL AND OTHER UNLAWFUL HARASSMENT

All members of the Fire/EMS Department shall comply with the City's Sexual and Other Unlawful Harassment Policy (Section 1.11 of the City Personnel Policies). This policy is as follows:

The City is committed to providing a work environment that is free of discrimination and unlawful harassment in keeping with this commitment. The City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment. Examples of unlawful harassment include, but are not limited to the following: jokes or derogatory comments about an individual's sex, race, ethnic background, age or religion; unwelcome or unwanted sexual advances; requests or demands for sexual favors; verbal abuse and offensive comments; and a hostile, intimidating or offensive work environment.

An employee who believes he or she has been harassed by a co-worker, supervisor, or agent of the City should promptly report the facts of the incident or incidents and the names of the individual or individuals involved to his or her supervisor or in the alternative, to the City Administrator. Supervisors should immediately report any incident(s) of sexual harassment to the City Administrator and shall maintain the confidential nature of the complaint. Under the direction of the City Administrator a prompt and confidential investigation will be conducted by the City.

Any employee, supervisor or department head who has been found, after the completion of an investigation, to have unlawfully harassed another employee will be subject to disciplinary action, including possible termination. It is a violation of law and strictly prohibited in this policy to retaliate against a person who files a complaint of unlawful harassment.

XII RESPONSIBILITY FOR COMPLIANCE WITH MINNESOTA DATA PRACTICES ACT AND CONFIDENTIALITY

All members of the Fire/EMS Department shall be personally responsible for compliance with the Minnesota Data Practices Act. Their attendance at the scene of emergencies provides Department members with access to private and confidential information concerning people's lives and property. Department members are strictly prohibited from discussing or providing such information on other than a business necessity basis within the Department. Questions concerning confidentiality should be referred to the City Administrator.

In accordance with the City's Confidentiality Policy (Section 1.17 of the City Personnel Policies) individual personnel files are regarded as confidential material and will be treated as such. Officers of the Department who have access to such information shall be personally responsible for maintaining confidentiality of such information. Questions concerning confidentiality should be referred to the City Administrator.

XIII DISCIPLINE

A. Discipline for Cause

Disciplinary action may be imposed by the City Administrator or city designated representative for cause, including but not limited to the following:

1. Insubordination;
2. Failure to comply with Department Rules and Regulations;
3. Failure to follow Department operating procedures;
4. Failure to comply with safety rules, regulations and procedures;
5. Incompetence;
6. Misconduct; and
7. Unauthorized action at the scene of an emergency.

Disciplinary action may be in one or more of the following forms:

1. Verbal reprimand;
2. Written reprimand;
3. Suspension, or
4. Termination.

Disciplinary action for cause may begin at any step at the discretion of the City Administrator or the city designated representative.

Suspension in excess of more than thirty (30) calendar days or termination shall require action by the City Council. Veterans shall be provided with notice of intent to discharge and may exercise rights as provided for in MS. 197.46.

B. Appeal of Disciplinary Action

A member of the Department may appeal disciplinary action by written notice to the City Council within fifteen (15) calendar days of the discipline having been imposed. The written notice of appeal shall be filed with the City Administrator.

The timely filed appeal shall be heard by the City at its next regular scheduled meeting held no sooner than seven (7) calendar days nor more than thirty (30) calendar days from receipt of the written appeal.

XIV GRIEVANCE PROCEDURE

A grievance is an alleged violation by the City of the Fire/EMS Department Rules and Regulations involving the meaning, interpretation or application of the express provisions of the Fire/EMS Department Rules and Regulations. A grievance may be filed by a member or a group of members of the Department.

A. Procedure

1. Step One: The grievant(s) shall submit the grievance to the Fire Chief within fifteen (15) calendar days of its occurrence. The parties are encouraged to discuss any potential grievances before reducing the matter to writing. If the grievance cannot be resolved by discussion between the parties, the grievant(s) shall proceed to Step Two.
2. Step Two: If the grievance is not settled in Step One and the grievant(s) wishes to appeal the grievance to Step Two, it shall be referred in writing to the City Administrator, or the city designated representative, within five (5) business days after the Fire Chiefs answer in Step One. The City Administrator, or designee shall discuss the grievance within five (5) business days with the grievant(s) or designated representative at a time mutually agreeable to the parties. If no settlement is reached, the City Administrator, or designee, shall provide a written answer to the grievant(s) within five (5) business days following their meeting.
3. Step Three: If the grievance is not settled in Step Two and the grievant(s) desire to appeal, it shall be referred in writing to the City Council or its designated representative within ten (10) business days after receiving the City's answer in Step Two. If the grievance is settled, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Council or its designated representative shall give the written answer to the grievant(s) within five (5) business days following the meeting between the parties.
4. Step Four: In the event the parties are unable to reach an agreement, the matter will be referred to the Bureau of Mediation Services for mediation within five (5) business days from receipt of the previous response. The City representative(s) shall consider as advisory any suggestions made by the mediator during a mediation session (as scheduled by the Bureau of Mediation Services) and shall report on the mediation session to the City Council. The response of the City Council shall be final and shall be provided in writing to the grievant(s) within five (5) business days following the council's decision.

- B. The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. If a grievance is not presented with the time limits and no extensions are granted, the grievance will be considered waived.

- C. The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph is held invalid, it shall not affect any other provision or paragraph thereof under different circumstances.

XV AMENDMENT

By simple majority, these Fire Department Rules and Regulations may be amended in whole or in part.



CLASS TITLE: ASSISTANT FIRE CHIEF

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in planning, organizing, directing and implementing fire prevention, suppression and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Fire Chief.

SUPERVISION EXERCISED

Supervises fire department personnel as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assists in planning, coordinating, supervising and evaluating Fire and EMS operations.

Assists in establishing policies and procedures for Fire/EMS Department in order to implement directives from the City Administrator or City Council.

Assists in planning and implementing Fire and EMS programs for the City in order to better carry out the policies and goals including those set forth in the City's Affirmative Action Plan; assists in reviewing departmental performance and effectiveness; assists in formulating programs or policies to alleviate deficiencies.

Responds to alarms and may direct activities at the scene of major emergencies, as required.

Supervises the inspection of buildings and other properties for fire hazards and enforces fire prevention ordinances.

Prepares a variety of reports as appropriate.

Assists in planning departmental operation with respect to equipment, apparatus, and personnel; assists in supervising the implementation of such plans.

Assists in assigning personnel and equipment to such duties and uses as the service requires; assists in

evaluating the need for the purchase of new equipment and supplies.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

Interacts with elected and appointed city and county officials, other Fire/EMS officials, community and business representatives, staff, local media and the public on departmental activities as assigned.

PERIPHERAL DUTIES

Attends conferences and meetings to keep abreast of current trends in the field; represents the City Fire/EMS Department in a variety of local, county, state and other meetings.

Performs the duties of command personnel as needed and fulfills obligations during duty days or duty weeks.

Serves as a member of various employee committees.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Five (5) years of experience in fire or emergency medical service work, three years of which must have been equivalent to rank of Captain or higher, and
- B. Completion of the Fire Basic Training Academy II or equivalent, or
- C. An equivalent combination of education and experience.
- D. Completion of Fire Officer I certification within 12 months of appointment.

Necessary Knowledge, Skills and Abilities:

- A. Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Working knowledge of first aid and resuscitation techniques and their application as demonstrated through State E.M.T. certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- B. Skill in the operation of the listed tools and equipment.
- C. Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgement in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public; and Ability to meet the special requirements listed below.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years of age or older at time of hire.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any state.

- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Ability to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet departmental physical standards.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, telephone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination. NOTE: Appointees will be subject to completion of a standard probationary period.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:



CLASS TITLE: CAPTAIN

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in the supervision and administration of fire suppression, emergency aid, hazardous materials, and fire prevention activities.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Assistant Fire Chief.

SUPERVISION EXERCISED

Supervises other Fire Department personnel as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Supervises subordinate staff in their assigned duties as directed.

Determines methods of fire suppression; supervises laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings, rescuing of persons, and placing of salvage covers.

Supervises maintenance of departmental equipment, supplies and facilities; conducts roll call.

Instructs and drills firefighters in watch duties, use of tools, raising of ladders, and rescue and salvage work, etc.

Monitors and observes departmental activities to ensure that conduct and performance conform to department standards.

Responds to alarms received and directs routes to be taken; directs work of subordinates pending arrival of a superior officer; supervises through subordinate officers the laying of hose lines, placing of ladders, direction of water streams, ventilation of buildings, rescuing persons, and placement of salvage covers.

Responds to multiple alarm fire as needed; assumes command in the absence of superior officers.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

Participates in the operation and direction of departmental in-service training activities.

Prepares a variety of reports and records including personnel records and requisitions.

Assists in completing PRE-PLANS of commercial properties within the department's response district.

PERIPHERAL DUTIES

Performs the duties of subordinate personnel as needed.

Attends conferences and meetings to keep abreast of current trends in the field; represents the City Fire/EMS Department in a variety of local, county, state and other meetings.

Coordinates activities with other supervisors or other City departments and exchanges information with officers in other fire departments.

Maintains contact with general public, department officers and other City officials in the performance of Fire Department activities.

Assists in training new employees as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Three (3) years of experience in fire or emergency medical service work, and
- B. Completion of the Fire Basic Training Academy II or equivalent, or
- C. An equivalent combination of education and experience.
- D. Completion of Fire Instructor I certification within 12 months of being appointed, with the completion of Fire Officer I certification desired.

Necessary Knowledge, Skills and Abilities:

- A. Extensive knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Extensive knowledge of first aid and resuscitation techniques and their application as demonstrated through State E.M.T. certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- B. Skill in the operation of the listed tools and equipment.
- C. Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public; and Ability to meet the special requirements listed below.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years of age or older at time of hire.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any state.
- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Ability to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet departmental physical standards.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, telephone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination. NOTE: Appointees will be subject to completion of a standard probationary period.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:



CLASS TITLE: FIRE MARSHAL

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Performs a variety of administrative, technical and supervisory work related to fire inspection, fire investigation and prevention.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Fire Chief.

SUPERVISION EXERCISED

Supervises ~~Deputy Fire Marshal~~, fire inspectors and other assigned staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Schedules, supervises and conducts inspections of existing structures, construction and remodel sites for compliance with fire codes. Resolves compliance problems with owners within scope of knowledge and authority.

Schedules and supervises and conducts the inspection of hydrants, sprinkling systems, and elements of a fire prevention or protection system.

Reviews and approves construction plans for code compliance. Inspects existing structures, construction and remodel sites for compliance with fire codes. Resolves compliance problems with owners within scope of knowledge and authority.

Coordinates with building officials for fire related code review and approval of occupancy permits and business licenses.

Calculates water fire flows for building requirements.

Responds to and investigates all major fires and all suspicious or undetermined causes of fire and supervises arson team.

Conducts voluntary home inspections.

Provides public education in fire prevention, including giving talks, demonstrations, and presentations before community groups, schools, and other organizations or institutions.

Responds to complaints regarding fire code violations and fire hazards.

Issues warnings and citations for fire code violations.

Issues burn permits.

Maintains data and records regarding fire inspection or prevention activities; prepares a variety of reports regarding fire inspection or prevention as required.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

Recommends and develops proposed fire prevention policies, procedures and codes.

PERIPHERAL DUTIES

Assists in other department administrative activities as assigned.

Instructs classes in assigned subject areas.

Assists in training new employees as assigned.

Assists in developing plans for special assignments such as emergency preparedness, hazardous communications, training programs, firefighting, hazardous materials, or emergency aid activities.

Responds, when assigned, as command officer to major fires.

Makes recommendations regarding address change proposals.

Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.

Performs salvage operations such as throwing salvage covers, sweeping water, and removing debris, as needed.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Three (3) years of experience in fire, police or equivalent experience, and
- B. Completion of Fire Basic Training Academy II or equivalent.
- C. Completion of Fire Inspector I certification, or
- D. An equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- A. Extensive knowledge of modern fire prevention principles, procedures, techniques and equipment; Extensive knowledge of building, electrical, mechanical and fire codes; Extensive knowledge of inspection techniques; working knowledge of fire suppression techniques and equipment; working knowledge of first aid; working knowledge of firefighting tactics, oil fire control, and hydraulics;
- B. Skill in the operation of the tools and equipment listed below;
- C. Ability to effectively apply standard fire prevention techniques; Ability to act effectively in emergency and stressful situations; Ability to follow verbal and written instructions; Ability to communicate effectively orally and in writing; Ability to establish effective working relationships with employees, other agencies, and the general public; Ability to meet special requirements.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years or older.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any State.
- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Must be able to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet department physical standards.

TOOLS AND EQUIPMENT USED

Vehicle, radio, pager, personal computer, calculator, telephone, first aid equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination.

NOTE: Appointees will be subject to completion of a standard probationary period.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:



CLASS TITLE: ~~ASSISTANT~~ DEPUTY FIRE MARSHAL

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Performs a variety of administrative, technical and supervisory work related to fire inspection and prevention.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Fire Marshal.

SUPERVISION EXERCISED

Supervises fire inspectors and other assigned staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Schedules and conducts inspections of existing structures, construction and remodel sites for compliance with fire codes. Resolves compliance problems with owners within scope of knowledge and authority.

Schedules and conducts the inspection of hydrants, sprinkling systems, and elements of a fire prevention or protection system.

Reviews and approves construction plans for code compliance. Inspects existing structures, construction and remodel sites for compliance with fire codes. Resolves compliance problems with owners within scope of knowledge and authority.

Coordinates with building officials for fire related code review and approval of occupancy permits and business licenses.

Calculates water fire flows for building requirements.

Responds to and investigates all major fires and all suspicious or undetermined causes of fire and supervises arson team.

Conducts voluntary home inspections.

Provides public education in fire prevention, including giving talks, demonstrations, and presentations before community groups, schools, and other organizations or institutions.

Responds to complaints regarding fire code violations and fire hazards.

Issues warnings and citations for fire code violations.

Issues burn permits.

Maintains data and records regarding fire inspection or prevention activities; prepares a variety of reports regarding fire inspection or prevention as required.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

Recommends and develops proposed fire prevention policies, procedures and codes.

PERIPHERAL DUTIES

Assists in other department administrative activities as assigned.

Instructs classes in assigned subject areas.

Assists in training new employees as assigned.

Assists in developing plans for special assignments such as emergency preparedness, hazardous communications, training programs, firefighting, hazardous materials, or emergency aid activities.

Responds, when assigned, as command officer to major fires.

Makes recommendations regarding address change proposals.

Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; making minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.

Performs salvage operations such as throwing salvage covers, sweeping water, and removing debris, as needed.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Three (3) years of experience in fire or emergency medical service work, and
- B. Completion of the Fire Basic Training Academy II or equivalent, or
- C. An equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- A. Extensive knowledge of modern fire prevention principles, procedures, techniques and

- equipment; Extensive knowledge of building, electrical, mechanical and fire codes; Extensive knowledge of inspection techniques; working knowledge of fire suppression techniques and equipment; working knowledge of fires aid; working knowledge of fire fighting tactics, oil fire control, and hydraulics;
- B. Skill in the operation of the tools and equipment listed below;
 - C. Ability to effectively apply standard fire prevention techniques; Ability to act effectively in emergency and stressful situations; Ability to follow verbal and written instructions; Ability to communicate effectively orally and in writing; Ability to establish effective working relationships with employees, other agencies, and the general public; Ability to meet special requirements.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years of age or older.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any state.
- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Ability to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet departmental physical standards.

TOOLS AND EQUIPMENT USED

Vehicle, radio, pager, personal computer, calculator, telephone, first aid equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters

while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination. NOTE: Appointees will be subject to completion of a standard probationary period.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:



CLASS TITLE: TRAINING/SAFETY OFFICER

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in the implementing of training and ensuring safety of fire suppression, emergency aid, hazardous materials, and fire prevention activities.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Fire Chief **and Assistant Fire Chiefs.**

SUPERVISION EXERCISED

Supervises other Fire Department personnel as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Provides methods of training on fire suppression; laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings, rescuing of persons, and placing of salvage covers.

Provides training on maintenance of departmental equipment, supplies and facilities.

Instructs and drills firefighters in watch duties, use of tools, raising of ladders, and rescue and salvage work, etc.

Provides annual training plans.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

Participates in the operation of departmental in-service training activities.

Prepares a variety of reports and records relating to training and safety matters.

PERIPHERAL DUTIES

Performs the duties of subordinate personnel as needed.

Attends conferences and meetings to keep abreast of current trends in the field; represents the City

Fire/EMS Department in a variety of local, county, state and other meetings.

Maintains contact with general public, department officers and other City officials in the performance of Fire Department activities.

Assists in training new employees as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. ~~Three (3)~~ Two (2) years of experience in fire or emergency medical service work, and
- B. Completion of the Fire Basic Training Academy II or equivalent, or
- C. An equivalent combination of education and experience.
- D. Completion of Fire Instructor I certification withing 12 calendar months of being appointed.

Necessary Knowledge, Skills and Abilities:

- A. Extensive knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Extensive knowledge of first aid and resuscitation techniques and their application as demonstrated through State E.M.T. certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- B. Skill in the operation of the listed tools and equipment.
- C. Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public; and Ability to meet the special requirements listed below.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years of age or older at time of hire.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any state.
- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Ability to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet departmental physical standards.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, telephone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination. NOTE: Appointees will be subject to completion of a standard probationary period.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:



CLASS TITLE: ASSISTANT TRAINING/SAFETY OFFICER

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in the implementing of training and ensuring safety of fire suppression, emergency aid, hazardous materials, and fire prevention activities.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Training/Safety Officer

SUPERVISION EXERCISED

Supervises other Fire Department personnel as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Provides methods of training on fire suppression; laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings, rescuing of persons, and placing of salvage covers.

Provides training on maintenance of departmental equipment, supplies and facilities.

Instructs and drills firefighters in watch duties, use of tools, raising of ladders, and rescue and salvage work, etc.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

Participates in the operation of departmental in-service training activities.

Prepares a variety of reports and records relating to training and safety matters.

PERIPHERAL DUTIES

Performs the duties of subordinate personnel as needed.

Attends conferences and meetings to keep abreast of current trends in the field; represents the City Fire/EMS Department in a variety of local, county, state and other meetings.

Maintains contact with general public, department officers and other City officials in the performance of Fire Department activities.

Assists in training new employees as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. ~~Three (3)~~ Two (2) years of experience in fire or emergency medical service work, and
- B. Completion of the Fire Basic Training Academy II or equivalent, or
- C. An equivalent combination of education and experience.
- D. Completion of Fire Instructor I certification withing 12 calendar months of being appointed.

Necessary Knowledge, Skills and Abilities:

- A. Extensive knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Extensive knowledge of first aid and resuscitation techniques and their application as demonstrated through State E.M.T. certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- B. Skill in the operation of the listed tools and equipment.
- C. Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public; and Ability to meet the special requirements listed below.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years of age or older at time of hire.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any state.
- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Ability to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet departmental physical standards.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, telephone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination. NOTE: Appointees will be subject to completion of a standard probationary period.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and

is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:



CLASS TITLE: FIREFIGHTER

DEPARTMENT: FIRE

DATE: ~~DECEMBER 14, 2011~~ JUNE 12, 2025

GENERAL PURPOSE

Responsible for protecting life and property from the hazards of fire by applying fire suppression methods to control and stop property damage, by saving lives through rescue from fire or other hazardous environments, and through safety inspections; and public fire safety education to prevent fires. Firefighters respond to emergency calls to provide efficient and immediate care to the critically ill and injured. Firefighters assist in other types of emergencies and disasters that may occur in the community. Firefighters may also be required to perform routine maintenance on fire equipment, apparatus and facilities.

SUPERVISION RECEIVED

Works under the general guidance and direction of a Captain or officer in charge.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

Responds to fire alarms and other emergency calls, extinguishes or controls fires as a member of a team under the supervision of an officer.

Selects, drags, lifts and carries hose and nozzle depending on type of fire, and correctly applies a stream of water or chemicals onto fire.

Positions and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures.

Creates openings in buildings for ventilation or entrance, using ax, chisel, crowbar, power saw, or other power equipment.

Protects property from water and smoke by use of positive pressure ventilation, waterproof salvage covers, smoke ejectors, and deodorants.

Administers first aid and CPR to injured persons and those overcome by fire and smoke.

Communicates with superiors during fire, using portable two-way radio.

Wears appropriate protective clothing and equipment to include self-contained breathing apparatus (SCBA) depending on potential hazard exposure.

Operates radio and other communication equipment.

Conducts fire prevention inspections and pre-fire planning of commercial buildings as part of a team under the supervision of an officer.

Inspects buildings for fire hazards and compliance with fire prevention ordinances.

Issues inspection forms to building owners/occupants listing fire code violations to be corrected.

Participates in pre-fire planning of target hazards within the jurisdiction.

Maintains fire apparatus and equipment as part of a team under the supervision of an officer.

Performs assigned duties in maintaining apparatus, quarters, buildings, equipment, grounds and hydrants.

Conducts annual hose testing in accordance with NFPA Standard 1962.

Attends regular and assigned training sessions to maintain and upgrade firefighting skills.

Actively participates in drills, demonstrations and courses in hydraulics, pump operation and maintenance, and firefighting techniques.

Performs as driver/operator of fire apparatus under supervision of a fire officer.

Drives and operates firefighting vehicles and equipment.

Maintains vehicle and equipment in safe operational condition according to manufacturer's instructions.

Responds to emergency medical calls to provide efficient and immediate care to the critically ill and injured at the ~~US Department of Transportation First Responder Level~~ minimum of Emergency Medical Responder level under the supervision of a fire officer.

When victims need extrication from entrapment, the fire fighter assesses the extent of injury and gives emergency care and protection to the entrapped patient and uses the prescribed techniques and appliances for removing the victim safely.

Determines the nature and extent of illness and injury and establishes priority for required emergency care.

Carries out duties in conformance with federal, state, county and city laws and ordinances.

PERIPHERAL DUTIES

Participates in community relations, fire prevention, education and inspection programs.

Performs other duties as assigned or apparent.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. High school diploma or GED equivalent.
- B. No specific firefighting experience required.

Necessary Knowledge, Skills and Abilities:

- A. Must be able to multiply, divide, use fractions and read graphs.
- B. Must be capable of reading fire protection textbooks, write reports with proper grammar and speak correctly in public.

SPECIAL REQUIREMENTS

- A. Must be eighteen (18) years of age or older at time of hire.
- B. Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any state.
- C. No felony convictions or disqualifying criminal histories within the past seven years.
- D. U.S. citizen.
- E. Must be able to read and write the English language.
- F. Must be of good moral character and of temperate and industrious habits.
- G. Ability to meet departmental physical standards.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, telephone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

Must be able to discriminate among similar sounds in environments with a great deal of background noise.

Must be able to walk or crawl while carrying or lifting.

Must be able to ascend and descend stairs or ladders.

Must be able to balance and steady oneself and keep from falling.

Must be capable of applying a leg lock with either leg upon a ground ladder to provide a safe anchor when operating hose lines or performing rescue work.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in both inside, where there may be protection from weather conditions, and outside, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

SELECTION GUIDELINES

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination. NOTE: Appointees will be subject to completion of a standard probationary period.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:

#3.11



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *Chris*

DATE: August 15, 2025

RE: License Application – Retail Sales of Cigarette & Other Tobacco Products

The City has been notified that Karim Wazwaz will be leasing the space owned by Coulee Region Property Management at 318 Walnut St S.

Karim, the owner of Apple City Smoke Shop, has submitted a license application to make retail sales of cigarettes and other tobacco products. The application appears to be in order, and I would suggest that the City Council approve the license application and authorize that it be forwarded to the Minnesota Department of Revenue.

#3.12

Direct Support Professionals Week

WHEREAS: Approximately 20 percent of Minnesotans live with one or more disabilities; and

WHEREAS: Direct support professionals (DSPs) are the primary providers of community-based, long-term support services for individuals with disabilities; and

WHEREAS: DSPs provide essential support to individuals with disabilities, helping them stay connected to the community and live a quality life; and

WHEREAS: DSPs provide individualized support including meal preparation, medication assistance, personal care and life skills training, mobility, work and life enrichment opportunities, and help with daily tasks; and

WHEREAS: A workforce of high-quality DSPs is necessary for Minnesota to respond to the needs of people with disabilities, and minimize more costly settings such as hospitals or institutions; and

WHEREAS: Public officials are key advocates in building awareness and addressing the issues facing this publicly-funded workforce.

NOW, THEREFORE, I, Mike Poellinger, Mayor of the City of La Crescent, do hereby proclaim the week of September 7th, 2025 as:

“DSP Appreciation Week in La Crescent, MN”

In the city of La Crescent.

Mayor Mike Poellinger, City of La Crescent

Date

Bill Waller

From: Mike Poellinger <mike@poellinger.com>
Sent: Wednesday, August 20, 2025 5:18 PM
To: Angie Boettcher; Bill Waller
Subject: Fwd: DSP Week Proclamation Request
Attachments: 2025 DSP Week Proclamation Template.docx

Sent from my iPhone

Begin forwarded message:

From: Judy Johnson <judyj@abcinc.org>
Date: August 19, 2025 at 10:58:26 AM EDT
To: mike@poellinger.com
Subject: **DSP Week Proclamation Request**

Hi Mike,

On behalf of Ability Building Community (ABC Works) and the many individuals and families we serve in La Crescent, I am writing to respectfully request that you issue a proclamation declaring Sunday, September 7th through Saturday, September 13th, 2025 as Direct Support Professional Recognition Week in La Crescent.

Direct Support Professionals (DSPs) are the heart of our community-based support system for people with disabilities. They provide essential services, ranging from personal care to skill development, community integration, and advocacy, that help individuals to live meaningful, independent, and fulfilling lives. By issuing a proclamation, you will help honor the commitment of these professionals and raise public awareness about the critical role they play in our community.

Thank you for your consideration and for supporting the individuals and families who benefit from the vital contributions of Direct Support Professionals.

We will be celebrating the entire week at 62 N 3rd Street and recognizing the hard work that our DSP's do each and every day.

Attached is a sample proclamation. Let me know if you have any questions.

Thanks!

Judy Johnson
Houston County Program Director
Ability Building Community
62 N 3rd Street, LaCrescent, MN 55947

Direct Line: 507-450-4000 | ABC Main Line: 507-895-7161

#5.1



August 1, 2025

Mayor Mike Poellinger
PO Box 142
La Crescent, MN 55947-0142

Representative Greg Davids, who represents your city at the state legislature, has been selected as a League of Minnesota Cities Legislator of Distinction for 2025. The League's Board of Directors recognized a total of 28 legislators this year, including 16 House members and 12 Senate members, for their actions and leadership on a wide variety of legislative issues of importance to cities across our state. **The enclosed letter describes the specific reasons your legislator was chosen for this recognition.** A copy of this letter, and printed certificate, has been sent to your legislator as well.

Please share this recognition with your city council and the public at your next council meeting. We also encourage you to share this information with your local newspaper. Publicly acknowledging legislators for their support of city-friendly legislation helps to continue strengthening the partnership between state and local government officials in Minnesota.

If you have any questions, please feel free to contact Ted Bengtson, IGR Coordinator at the League of Minnesota Cities at tbengtson@lmc.org, (651) 281-1242. To read the complete list of all 28 legislators who received this designation, see the *Cities Bulletin* article online at www.lmc.org/lod.

Thank you, in advance, for your consideration and your support of the League's Legislators of Distinction recognition program.

Enclosure



August 1, 2025
Representative Greg Davids
658 Cedar Street
St. Paul, MN 55155

Dear Representative Davids,

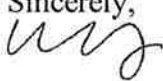
On behalf of the League's 842 member cities, I want to thank you for your efforts this past legislative session and to recognize you as a League of Minnesota Cities 2025 Legislator of Distinction.

League staff and member city officials appreciate your accessibility and your consultation with us on legislation impacting cities. Specifically, the League appreciates you being a strong advocate against reductions to local government aid. You regularly made yourself available to League staff to discuss concerns of cities and craft workable solutions. League staff appreciates your work on behalf of cities and look forward to working with you in the future on issues impacting local units of government.

Our members know that to be successful in serving our common constituents, state and city officials must work together as partners to reach solutions that meet the unique needs of rural, suburban, and urban communities across Minnesota. City leaders also understand that without the support of legislative leaders like you, this state-local partnership would not be possible.

To acknowledge your contributions last session, mayors of each city in your legislative district will receive notification of your recognition. A press release will also be issued to media in your area. While the League does not endorse candidates in political races, this award serves as a recognition of your work on behalf of cities in your district and throughout Minnesota.

City officials and League staff look forward to continuing to work with you in the future.

Sincerely,


Wendy Berry
Council Member, West St. Paul
President, League of Minnesota Cities

#5.2



August 1, 2025

Mayor Mike Poellinger
PO Box 142
La Crescent, MN 55947-0142

Senator Jeremy Miller, who represents your city at the state legislature, has been selected as a League of Minnesota Cities Legislator of Distinction for 2025. The League's Board of Directors recognized a total of 28 legislators this year, including 16 House members and 12 Senate members, for their actions and leadership on a wide variety of legislative issues of importance to cities across our state. **The enclosed letter describes the specific reasons your legislator was chosen for this recognition.** A copy of this letter, and printed certificate, has been sent to your legislator as well.

Please share this recognition with your city council and the public at your next council meeting. We also encourage you to share this information with your local newspaper. Publicly acknowledging legislators for their support of city-friendly legislation helps to continue strengthening the partnership between state and local government officials in Minnesota.

If you have any questions, please feel free to contact Ted Bengtson, IGR Coordinator at the League of Minnesota Cities at tbengtson@lmc.org, (651) 281-1242. To read the complete list of all 28 legislators who received this designation, see the *Cities Bulletin* article online at www.lmc.org/lod.

Thank you, in advance, for your consideration and your support of the League's Legislators of Distinction recognition program.

Enclosure



August 1, 2025
Senator Jeremy Miller
2215 Minnesota Senate Bldg.
95 University Avenue W.
St. Paul, MN 55155

Dear Senator Miller,

On behalf of the League's 842 member cities, I want to thank you for your efforts this past legislative session and to recognize you as a League of Minnesota Cities 2025 Legislator of Distinction.

League staff and member city officials appreciate your accessibility and your consultation with us on legislation impacting cities. Specifically, the League appreciates you working with staff and the cities in which you represent, demonstrating a keen understanding of when a legislative proposal was not workable or viable for local governments and being responsive to achieving a balance between local decision-making authority with zoning and land use reform. League staff appreciates your work on behalf of cities and look forward to working with you in the future on issues impacting local units of government.

Our members know that to be successful in serving our common constituents, state and city officials must work together as partners to reach solutions that meet the unique needs of rural, suburban, and urban communities across Minnesota. City leaders also understand that without the support of legislative leaders like you, this state-local partnership would not be possible.

To acknowledge your contributions last session, mayors of each city in your legislative district will receive notification of your recognition. A press release will also be issued to media in your area. While the League does not endorse candidates in political races, this award serves as a recognition of your work on behalf of cities in your district and throughout Minnesota.

City officials and League staff look forward to continuing to work with you in the future.

Sincerely,

A handwritten signature in dark ink, appearing to read "Wendy Berry", is written over the word "Sincerely,".

Wendy Berry
Council Member, West St. Paul
President, League of Minnesota Cities

#6.1



**La Crosse County Convention & Visitors Bureau
Board Meeting**

**Explore La Crosse Office
123 7th Street South**

Tuesday, August 19, 2025

8:00 a.m.

WiFi

GuestLax21!

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

Ad Hoc: Kathleen Pielhop (DMI), Lauren Harris (La Crosse Chamber), Jay Odegaard (City of La Crosse Parks and Rec), Elizabeth Poh (La Crosse Center), Debbie Hosch (La Crescent Area Event Center), Michelle Hoskins (La Crescent Area Chamber), Vicki Markussen (LADCO)

Executive Director: A.J. Frels

AGENDA

1. Call to Order

2. Vision Statement:

A destination that inspires exploration and elevates celebrations.

Mission Statement:

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

3. Consent Items

a. Board Minutes

July 2025

b. Financial Committee

Minutes

August 2025

Statements

July 2025

c. Community Updates

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

5. Committees

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

6. Old Business

- a. Foundation
- b. WisDOT and MN DOT Cleanup Dates September 16 & 23
- c. September 16 Board Trolley Tour (after the board meeting)

7. New Business

- a. 2026 Budget
- b. Ten-Year Celebration of Explore La Crosse.com in 2026 - Banners
- c. Visitor Guide Sales
- d. BaM Institute
- e. Board Meeting Time

8. Adjournment

The Next Board Meeting is scheduled for September 16, starting at 8:00 a.m. at the LCCVB Office at 123 7th Street South, La Crosse.

Celebrating Staff Birthdays and Anniversaries

Birthdays

None at this time

Explore La Crosse Employment Anniversaries

Carey 9/13/2021 – 4 years



LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

July 29, 2025– 8:00 a.m.

Board Members:

Present: Jen Burch, Pete Boese, Ryan Johnson, Dave Ring, Brody Meier, Ashley Santolin, Barb Janssen, Dan Wick, Billy Bergeron, Elizabeth Poh, Cherryl Jostad, Austin Wells, Pat Stephens, Jay Patel, Dan Kapanke, Stephanie Pope, Kathleen Pielhop, Shawna Bortz, Shamawyah Curtis, Mike Mielke, Kapena Faitau, Nadia Turner

Excused: Chris Roderique, Patrick Barlow, Kalynn Krueger, Lauren Harris, Jay Odegaard, Debbie Hosch

Absent: Nathan Franklin, David Pierce

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

PROCEEDINGS:

J. Burch brought the meeting to order at 8:00 a.m.

Vision, Mission and Values

Welcome-Mayor Washington-Spivey

Presentation-Jeremiah Burish, Director of Sports Sales

Consent Items:

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

Community & Event Center Updates:

DMI-25 micro grants were distributed to downtown businesses for marketing efforts. Downtown Sidewalk Sales will be held August 7-9, and Historic Downtown Days return in October along with UWL Parents Weekend.

La Crosse Center-Friday trivias were a success, Abbott Brothers concert scheduled for August 28th.

Omni Center-High School Hockey camps are occupying the Omni Center, Trade Show scheduled for tomorrow.

EXECUTIVE DIRECTOR REPORT:

-Explore La Crosse Day, held on June 25th, was a success, with 16 buses in total, and the brewers won in a nearly sold-out game. The event received great media coverage both locally and in Milwaukee.

-Thank you to those who attended the Loggers Night at Copeland Park.

-The Annual Luncheon was held at the Dash Center on July 22nd. Thank you to those who attended.

-The Explore La Crosse sweepstakes are doing well. Of the three sweepstakes for Valentine's Day, Mother's Day, and Champion Summer, the total number of users was 2,267, with 18,260 entries.

-Through Sam Bachmeier, Explore La Crosse has been contacted by A-Level Athletics, which is looking to establish an indoor soccer complex in La Crosse. AJ, along with Ben and Jeremiah, will be meeting with the A-Level Athletics on July 24th.

-The sales department has started their one-on-one meetings with the different hotels to increase engagement and attendance at the Impact meetings.

-AJ has reached out to Mayor Washington-Spivey for his appointment to fill Vicki's seat on the board. AJ is awaiting confirmation from the appointee and will schedule a meeting at a later time.

-We are in the process of conducting the staff's 360 evaluations. This is the team's opportunity to evaluate Explore La Crosse.

-The marketing team is moving forward with Visitor Guide planning. Sales for the guide are starting to come in.

-The team is setting up ASANA for marketing, grants, and membership departments. It is a web and mobile

work management platform used by individuals and teams to organize, manage, and track tasks, projects, and workflows. It helps users stay focused on goals, meet deadlines, and collaborate effectively.

COMMITTEE REPORTS:

Membership - Reports were distributed. Revenue for June 2025 was \$6,867.75 budgeted for \$6,500.

Grants- Reports were distributed. Thus far, \$63,250 has been awarded in grants.

Convention/Sales- The recent Impact meeting was held on July 23rd at the Shrine, with guest speaker Steve Doll with the Shrine.

Marketing/Media-The new explorelacrosse.com website was launched in June. The new summer video has gone viral.

Belonging and Mattering Committee- the next class sessions will begin in November.

OLD BUSINESS:

- Conflict of Interest Forms-thank you to those who have signed and returned the forms. We are waiting on a couple board members to return the form.

-Annual Meeting-Thank you to those that were able to join us on July 22nd. Also, thank you to Dan Wick for having us at the new Dash Center facility in Onalaska.

-Logger's Night-was held on July 8th at Copeland Park, thank you to those that could join us that evening.

-Website-the newly designed website was recently launched. Haleigh also gave a brief overview look of the website at the Annual Meeting.

NEW BUSINESS:

- SUV Damage- unfortunately, on July 3rd, we had our company SUV damaged in the office parking lot. We have shared the video with the police. We have a \$500 deductible, and the damages came to \$3,600. The SUV is currently at the body shop and will be completed by August 1st.

-Six-Month Strategic Plan-the plan is included in the board packet for review.

-September 16th Board Trolley Tour-the board is invited to join us on a trolley tour after the board meeting on September 16th.

-Transfer of Funds- the finance committee has discussed the decrease in cash flow due to the delay in collection of room tax dollars, and the most recent payment to WIAA, the committee agreed to access funds in the money market from Edward Jones.

MOTION: to approve the transfer of \$100,000 from the Edward Jones money market account to the State Bank money market account to help with cash flow issues, with the intent to transfer it back when the financial situation improves. (D. Wick, J. Patel) Carried.

Meeting adjourned at 9:10 am

Next Board Meeting: August 19 at 8:00am.

Respectfully submitted, Michelle Hoch

200 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Telephone: 651-201-2473
TTY: 651-297-4357

RECEIVED

JUN 02 2025



CITY OF LA CRESCENT

Bill Waller, Administrator
City of La Crescent
PO Box 142
La Crescent, MN 55947-0142

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. Enclosed you will find a sheet containing the April 1, 2024, population and household estimates for your jurisdiction.

These estimates are being sent to you now for review and comment. It's important that our estimates are accurate, as they are used to distribute state aid to cities and townships. If you have questions about how our estimates impact a specific program, please contact the state agency responsible for that program.

The enclosed figures represent estimated population and household changes since the 2020 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that our estimates are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. We may not be aware of such changes as housing demolitions, the gain or loss of group quarters (like college dormitories, nursing homes, etc.), construction of public housing and the gain or loss of mobile homes.

Please note that our estimates:

- pertain to one year ago, not the present;
- have also been sent to your county auditor for review;
- are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July.

If you are satisfied with our estimates, it is not necessary to contact us or provide any further information. If you wish to challenge our estimates, please send us the appropriate data described in the enclosed challenge guide by **June 24, 2025**. Questions or comments should be directed to Eric Guthrie by email or at the address listed on the letterhead. **The best way to reach us is by e-mail at local.estimatedata@state.mn.us.** You may also try to reach us by phone at (651) 201-2473.

Thank you for taking time to review these estimates.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan Brower', with a long horizontal flourish extending to the right.

Susan Brower
State Demographer

Enclosures

DATE: June 1, 2025
TO: Bill Waller, Administrator
City of La Crescent
FROM: **Susan Brower**
Minnesota State Demographer
SUBJECT: 2024 Population and Household Estimates

Your April 1, 2024 Houston population portion is 5,173.

Your April 1, 2024 Houston household portion is 2,352.

Your April 1, 2024 Winona population portion is 81.

Your April 1, 2024 Winona household portion is 33.

Your April 1, 2024 TOTAL population estimate is 5,254.

Your April 1, 2024 TOTAL household estimate is 2,385.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 200 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to local.estimated@state.mn.us. All challenges must be submitted in writing. Please refer to the enclosed sheet for details.

#7.2



8/21/2025

Mr. Mayor and City Council Members,

It has come to my attention that the City is considering requiring the two new businesses opening in La Crescent to cover the cost of building Strupp Avenue as part of their development. As the owner of a significant portion of the remaining land in that area, I am very concerned about the precedent this would set. We have plans for future development, and I want to ensure we are not unfairly burdened with the cost of a public roadway that will be used by the entire community.

I strongly oppose placing the financial responsibility for a public street on new, taxpaying businesses. Doing so gives the impression that La Crescent is not supportive of business development. As you know, businesses are essential to a thriving community—they pay substantial taxes and are among the largest contributors to local events and community initiatives.

I've also heard the claim that these two businesses can easily afford to pay for the road due to assumed high profits. This is simply not true. As the builder for both projects, I can assure you that costs are being heavily scrutinized. There is no "blank check," and these projects are being tightly managed financially.

It's critical that the Council understand there is a false narrative suggesting businesses like these are "rich" and can absorb any cost. If these businesses are forced to fund this road, and future developments like ours are not held to the same standard, the City could face a lawsuit from those two businesses being treated unequally.

I would appreciate clarification on how the City plans to handle this situation going forward.

DESIGN/BUILD • COMMERCIAL • CONCRETE

200 Twilite Street • La Crescent, MN 55947 • wieserbrothers.com • p: 507.895.8903 • f: 507.895.8438



I've been asked many times why we remain in Minnesota when Wisconsin, with a more business-friendly climate is so close. Despite the challenges, we are proud to be a part of this community. We currently employ about 200 people and would like to continue growing here, but we are not interested in funding public infrastructure that benefits all.

Both of these projects are moving forward quickly. The businesses need to be operational soon, as delays cause lost opportunities. I urge the City to make resolving this issue a top priority.

It is a rare and exciting time to see three new commercial buildings being developed in just 18 months, something La Crescent hasn't seen in nearly 5 years. The added tax revenue alone will be a significant benefit to the City.

Thank you for your consideration. I'm happy to speak further, feel free to reach out to me at **608-769-4211**.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jeff Wieser'.

Jeff Wieser
President
Wieser Brothers General Contractor, Inc.