

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

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

1. CONSENT AGENDA

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

- 1.1 MINUTES – JANUARY 8, 2024
- 1.2 BILLS PAYABLE THROUGH JANUARY 18, 2024
- 1.3
- 1.4

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 HORSE TRACK MEADOWS NORTH – REQUEST FOR PROPOSALS
- 3.2 AMENDMENT - CRESCENT HILLS SANITARY SEWER EXTENSION AGREEMENT
- 3.3 ENGINEERING AGREEMENT – IJIS GRANT PROJECT
- 3.4 CPL GRANT – PINE CREEK RESTORATION PROJECT
- 3.5 AUTHORIZE FINAL PROJECT PAYMENT
- 3.6 PERSONNEL COMMITTEE RECOMMENDATION
- 3.7 AUTHORIZE EXPENDITURE- 2024 TREE PLANTING PROJECT
- 3.8 2024 LICENSE RENEWALS
- 3.9 DONATION RESOLUTION
- 3.10
- 3.11

CITY OF LA CRESCENT
AGENDA
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336 SOUTH FIRST STREET
JANUARY 22, 2024
5:00 P.M.

4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE
UPDATES**

6.1 EXPLORE LA CROSSE
6.2
6.3

7. CORRESPONDENCE

7.1
7.2
7.3

8. CHAMBER OF COMMERCE

8.1

9. ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

11

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JANUARY 8, 2024

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of January was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, January 8, 2024.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cheryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were City Attorney Skip Wieser, City Administrator Bill Waller, Community Development Director Larry Kirch, and Deputy Clerk Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented.

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 – DECEMBER 18, 2023
- 1.2 BILLS PAYABLE THROUGH JANUARY 5, 2024
- 1.3

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – ANNUAL APPOINTMENTS

City Council took up discussion of the annual appointments for 2024, following which Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, to approve the following motion:

A MOTION TO APPROVE DALE WILLIAMS AS THE ACTING MAYOR.

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

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

Member Dale Williams abstained from voting, and none voted against the same. The motion was declared duly carried by a 4-0 vote.

Upon recommendation of official depositories for the City by Finance Director Kara Tarrence, Member Hutchinson then introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 01-24-01

A RESOLUTION DESIGNATING, AS A DEPOSITORY OF THE CITY OF LA CRESCENT FUNDS, ONE OR MORE FINANCIAL INSTITUTIONS

WHEREAS, Minn. Stat. § 118A.02, subd. 1 and Minn. Stat. §§ 427.01-.12, require that the City of La Crescent designate, as a depository of its funds, one or more financial institutions within 30 days of the start of the City's fiscal year.

BE IT RESOLVED, that the City Council of the City of La Crescent designates the following financial institutions as official depositories for the City of La Crescent for all City banking functions and investments:

Merchants Bank - La Crescent
Home Federal Savings - La Crescent
Northland Securities, Inc.
4M Fund (sponsored by the League of Minnesota Cities)
Institutional CD's Inc./CD Securities, Inc. Broker
Multi-Banks Securities
Fitzner State Bank La Crescent

ADOPTED this 8th day of January, 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

Regarding the Official Newspaper, Member Hutchinson made a motion, seconded by Member Jostad, to approve the following motion:

A MOTION APPOINTING THE *HOUSTON COUNTY NEWS* AS THE OFFICIAL NEWSPAPER FOR THE CITY OF LA CRESCENT.

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

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

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

Regarding Assistant Weed Inspector, Member Jostad made a motion, seconded by Member Williams, to approve the following motion:

A MOTION APPOINTING SHAWN WETTERLIN AS ASSISTANT WEED INSPECTOR FOR THE CITY OF LA CRESCENT.

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

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

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

Member O'Donnell-Ebner then introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 01-24-02

A RESOLUTION APPOINTING A RESPONSIBLE AUTHORITY AND ASSIGNING DUTIES, STATE OF MINNESOTA

WHEREAS, Minnesota Statutes, Section 13.02 Subdivision 16, as amended, requires that the City of La Crescent appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals, within the City, and

WHEREAS, the City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statutes,

BE IT RESOLVED, that the City Council of La Crescent appoints Angie Boettcher as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, Chapter 13, as amended, and with rules as lawfully promulgated by the Commissioner of Administration.

FURTHER BE IT RESOLVED, the Responsible Authority shall require the requesting party to pay the actual costs of making, certifying, and compiling copies and of preparing summary data.

ADOPTED this 8th day of January, 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.2 – ADVISORY COMMISSION APPOINTMENTS

Mayor Poellinger reviewed with City Council the various City of La Crescent standing commission appointments for 2024 and recommended reappointing those that are expiring. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION APPROVING THE FOLLOWING INDIVIDUALS TO CITY OF LA CRESCENT STANDING COMMISSIONS FOR 2024:

PLANNING COMMISSION

1. _____ - 2026
2. Greg Husmann - 2025
3. Dave Hanifl - 2025
4. Mike Welch - 2024
5. Chris Langen – 2026*
6. Ryan Stotts - 2024
7. Jerry Steffes – 2024

PARK AND RECREATION COMMISSION

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1. Jon Steffes - 2025
2. Paul Mclellan - 2025
3. Patricia Martell - 2025
4. Marge Loch-Wouters – 2026*
5. Sarah Wetterlin – 2026*
6. Diana Adamski - 2024
7. Mascray Bangura -2024

GOLF COMMISSION

1. Gary Hill - 2025
2. Tom Jones - 2024
3. Larry Ernst - 2025
4. Bill Dockendorff- 2026*
5. Scott Yeiter – 2026*

HISTORIC BLUFF COUNTRY COMMISSION

- 1.

LIBRARY BOARD

1. Teresa O'Donnell-Ebner – 2024*
2. Jess Denny – 2026^
3. Kelsey Bolton - 2025
4. Susan Amble - 2024
5. Sara Docan-Morgan – 2025
6. Kristi Moulton – 2026*
7. Erica Myhre – 2024

ECONOMIC DEVELOPMENT COMMISSION

- 1.
2. Sarah Delacy – 2026*
3. Mike Welch - 2024
4. Troy Nolop – 2026*
5. Lori Kadlec - 2024
6. Al Voss - 2025
7. Brett Kemmer – 2024

GREENSTEP COMMITTEE

1. Jim Nissen - 2024
2. Jason Ludwigson -2024
3. Michael Alfieri - 2024
4. Tyler Benish - 2024
5. Bob Spencer -2024

6. Lauren Rislov - 2024
7. Jeremy Wise – 2024

NATURAL RESOURCE ADVISORY GROUP

1. Jim Nissen - 2024
2. Ruth Nissen - 2024
3. Betsy Knowles - 2024
4. Randy Urich - 2024
5. Marge Loch-Wouters - 2024
- 6.
- 7.

BICYCLE/PEDESTRIAN COMMITTEE

1. Jason Ludwigson - 2024
2. Linda Larson - 2024
3. Maseray Bangura - 2024
4. Kristen Willow Arden – 2024

Indicates Reappointed*

Indicates New Appointment^

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

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

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

ITEM 3.3 – CITY COUNCIL APPOINTMENTS

At the direction of the Mayor, the proposed Commission assignments for 2024 were reviewed by City Council. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION APPOINTING THE FOLLOWING INDIVIDUALS TO CITY COMMISSIONS FOR 2024:

Planning Commission	Cherryl Jostad
Emergency Services Commission	Mike Poellinger

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Library Board	Teresa O'Donnell Ebner
Golf Commission	Ryan Hutchinson
Park and Recreation Commission	Teresa O'Donnell Ebner
Personnel Committee	Mike Poellinger and Dale Williams
La Crescent Animal Rescue	
Fire Cooperative	Mike Poellinger and Cherryl Jostad
Economic Development Commission	Cherryl Jostad
Fire Department Relief Association	Dale Williams
Explore La Crosse	Cherryl Jostad
GreenStep Committee	Teresa O'Donnell Ebner

The La Crescent Animal Rescue appointment is open for now, as the city is in the process of finalizing a lease agreement between the City and La Crescent Animal Rescue that would eliminate the need for a City Council appointment to this organization.

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

Ryan Hutchinson	Yes
Cherryl Jostad	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 – REVIEW CITY COUNCIL RULES AND PROCEDURES

City Attorney Wieser reviewed Resolution No. 02-13-03 which sets forth the groundwork for orderly and respectful communication and to promote efficient working of the public's interest at Council Meetings. Pursuant to the authority of Minn. Stat. § 412.91 Subd. 2, City Councils have the authority to regulate their own procedure. The Organizational Resolution has been in place with the City of La Crescent since 1975. Significant reviews were done in 2013 and 2014. Thereafter, the document has been reviewed and approved at the initial meeting of the year. It was recommended by Attorney Wieser to change the regular City Council meeting time under Subd. 1. to 5:00 p.m. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE CITY COUNCIL RULES AND PROCEDURES WITH A CHANGE TO THE REGULAR CITY COUNCIL MEETING TIME UNDER SUBD. 1. TO 5:00 P.M.

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

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

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

ITEM 3.5 – REVIEW CITY CODE OF CONDUCT

City Attorney Wieser then reviewed with City Council the Code of Conduct for elected and appointed officials of the City of La Crescent. The Code of Conduct was initially adopted in 2014. The Code of Conduct is an aspirational document for the city and how the Council and other representatives of the city conduct themselves while performing city business. There were no proposed changes to this Code of Conduct. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE CITY CODE OF CONDUCT AS PRESENTED.

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

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

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

ITEM 3.6 – REVIEW SOCIAL MEDIA POLICY

City Attorney Wieser also reviewed with City Council a copy of the existing Communications Policy adopted by the City of La Crescent. This was initially adopted in March 2003 and has been reviewed annually and updated as needed. It was recommended to add “full-time employees” subject to approval by the City Council to the Employee Cell Phone Per Diem Agreement/Policy. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE COMMUNICATION POLICY WITH THE ADDITION OF “FULL-TIME” EMPLOYEES SUBJECT TO APPROVAL BY THE CITY COUNCIL TO THE EMPLOYEE CELL PHONE PER DIEM AGREEMENT/POLICY.

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

Ryan Hutchinson	Yes
Cherryl Jostad	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 3.7 – CALL FOR SPECIAL CITY COUNCIL MEETING – 1/29/2024

City Administrator Waller reviewed with City Council for approval to call for a special City Council meeting on Monday, January 29, 2024, at 5:00 pm, in the Community Room at the La Crescent Community Building to review the preliminary conceptual plans for the new City Hall/Public Library/Police Department facilities, including a review of current and proposed square footages in each facility. The meeting will include reviews of the Five-Year Capital Improvement Plans that were adopted in 2022 and 2023, the Land Exchange Agreement that the city has with VSC Corporation, and a review of potential grant opportunities that may be available to offset a portion of the total cost of the proposed improvement project. The City Council will be considering authorizing additional architectural/engineering services necessary to submit preliminary grant applications, including the preparation of construction cost estimates related to the proposed improvement project. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO CALL FOR A SPECIAL CITY COUNCIL MEETING ON MONDAY, JANUARY 29, 2024 AT 5:00 PM IN THE COMMUNITY ROOM AT THE LA CRESCENT COMMUNITY BUILDING TO REVIEW THE PRELIMINARY CONCEPTUAL PLANS FOR THE NEW CITY HALL/PUBLIC LIBRARY/POLICE DEPARTMENT FACILITIES INCLUDING A REVIEWS OF CURRENT AND PROPOSED SQUARE FOOTAGES, THE FIVE-YEAR CAPITAL IMPROVEMENT PLANS THAT WERE ADOPTED IN 2022 AND 2023, THE LAND EXCHANGE AGREEMENT THAT THE CITY HAS WITH VSC CORPORATION, AND POTENTIAL GRANT OPPORTUNITIES. THE CITY COUNCIL WILL BE CONSIDERING AUTHORIZING ADDITIONAL ARCHITECTURAL/ENGINEERING SERVICES NECESSARY TO SUBMIT PRELIMINARY GRANT APPLICATIONS, INCLUDING THE PREPARATION OF CONSTRUCTION COST ESTIMATES RELATED TO THE PROPOSED IMPROVEMENT PROJECT.

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

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

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

ITEM 3.8 – REVIEW PUBLIC SAFETY AID FUNDS RECEIVED IN 2023

City Council reviewed a letter from Police Chief Luke Ahlschlager regarding the 2023 omnibus tax bill that included \$210 million in one-time public safety aid that was distributed on December 26, 2023, to cities across the state. Unlike local government aid, this aid cannot be used for general purposes, but instead must be used to “provide public safety.” The City of La Crescent was allocated \$233,374.00 [per capita basis] for the following eligible uses:

- Community Violence prevention
- Community intervention programs
- Community engagement
- Mental health crisis response
- Victim services
- Training programs
- First responder wellness
- Equipment related to fire, rescue, and emergency services
- Other personnel or equipment costs

ITEM 3.9 – AUTHORIZE EXPENDITURE – EMERGENCY SIREN

City Council reviewed a letter from Police Chief Luke Ahlschlager regarding the need to add an additional warning siren to the City’s emergency alert system. The city currently has three warning sirens strategically placed throughout the city to notify residents of impending natural disasters, severe weather events, and other emergencies. However, as the community continues to grow, the city must adapt and enhance its emergency preparedness measures to adequately protect its citizens. Reasons for adding an additional warning siren include:

- Improved Coverage
- Redundancy
- Population Growth
- Diverse Hazards

It was recommended that City Council approve the quotation from Federal Signal Corporation in the amount of \$25,895.00 (Siren/Equipment - \$14,785.00 and Installation - \$11,110.00) using funds from the Public Safety Aid package to purchase the equipment and installation. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE \$25,895.00 OF THE PUBLIC SAFETY AID PACKAGE FUNDS TO PURCHASE AN ADDITIONAL WARNING SIREN TO THE CITY'S EMERGENCY ALERT SYSTEM.

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

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

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

ITEM 3.10 – AUTHORIZE EXPENDITURE – POLICE CAR UPFITTING

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting approval to use between \$20,000.00-\$30,000.00 of the Public Safety Aid package for the police upfitting of the newly acquired Tesla squad car. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE BETWEEN \$20,000.00-\$30,000.00 OF THE PUBLIC SAFETY AID PACKAGE TO UPFIT THE TESLA SQUAD CAR.

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

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

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

ITEM 3.11 – RESOLUTION – MIDEED REDEVELOPMENT GRANT

Community Development Director Larry Kirch reviewed with City Council for approval a Resolution supporting the MnDEED Redevelopment Grant Application which assists cities in the redevelopment of blighted properties. The city is applying to DEED for a grant to assist in the demolition and redevelopment of the laundromat building located on Walnut Street South. The grant will fund up to fifty (50) percent of eligible costs. In this case, the grant would be limited to building demolition, geotechnical soil stabilization, and public infrastructure costs. If the city is successful in receiving the grant, the developer will be paying for fifty (50) percent of the eligible costs resulting in no cost to the city other than the administration of the grant. Following discussion, Member Williams introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 01-24-03

**A RESOLUTION APPROVING AN APPLICATION TO THE MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT FOR THE
REDEVELOPMENT GRANT PROGRAM AND COMMITTING THE LOCAL MATCH AND
AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO
SIGN CONTRACTS ON BEHALF OF THE CITY**

WIIEREAS, the City of La Crescent, MN has created a Tax Increment Finance District for the redevelopment and revitalization of a portion of South Walnut Street which includes the laundromat building located at 31 South Walnut Street; and

WHEREAS, the redevelopment of Walnut Street is and has been a high priority for the city since the completion of the Comprehensive Plan, the Downtown Master Plan, and the Walnut Street Corridor Plan.

IT IS RESOLVED, by the City Council that it has approved the Redevelopment Grant application to the Department of Employment and Economic Development (DEED) on January 8, 2024, by the City of La Crescent, MN for the Apple Blossom Laundromat/Dry Cleaners site.

IT IS FURTHER RESOLVED that the City of La Crescent, Minnesota act as the legal sponsor for the project contained in the Redevelopment Grant Program application to be submitted on February 1, 2024, and that the Community Development Director is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of City of La Crescent, Minnesota.

IT FURTHER RESOLVED that City of La Crescent has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

IT FURTHER RESOLVED that if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of La Crescent may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575, Subd. 4.

IT FURTHER RESOLVED that the City of La Crescent has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

IT FURTHER RESOLVED that upon approval of its application by the state, the City of La Crescent may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of La Crescent certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE IT FINALLY RESOLVED that the Mayor and the City Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of La Crescent.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of La Crescent on January 8, 2024.

_____, SIGNED:
Mayor, January 8, 2024

_____, SIGNED:
City Administrator, January 8, 2024

_____, WITNESSED BY:

Deputy Clerk, January 8, 2024

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

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

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

ITEM 3.12 – RESOLUTION – MIGHTY DUCKS GRANT

Community Development Director Larry Kirch reviewed with City Council for approval a Resolution supporting the Minnesota Amateur Sports Commission James Metzen Mighty Ducks Grant Application. The City is applying to the Mighty Ducks Grant to complete its R-22 Indirect Ice System replacement at the La Crescent Ice Arena and is requesting \$250,000.00. If the city is successful in receiving the grant the city would be required to match the \$250,000.00. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 01-24-04

A RESOLUTION APPROVING AN APPLICATION TO THE MINNESOTA AMATEUR SPORTS COMMISSION FOR THE JAMES METZEN MIGHTY DUCKS GRANT PROGRAM AND COMMITTING THE LOCAL MATCH AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY

WHEREAS, the Minnesota Amateur Sports Commission (MASC), via State Bonding funding, provides for general funds to assist political subdivisions of the State of Minnesota for the fulfillment of the purpose and goals of the James Metzen Mighty Ducks Grant Program; and

WHEREAS, the City of La Crescent desires to complete its R-22 Indirect Ice System Replacement at the La Crescent Community Ice Arena located at 520 S 14th Street, La Crescent, Minnesota.

IT IS RESOLVED:

- 1) That the total cost of completing the project shall be \$ 1,753,920 and the City of La Crescent is requesting \$250,000 from the James Metzen Mighty Ducks Grant Program and will assume responsibility for a matching contribution of \$250,000.
- 2) The City of La Crescent agrees to own, assume 100 percent operational costs for the facility or equipment, and will operate the facility or equipment for its intended purpose for the functional life of the facility or equipment which is estimated to be 25 years.
- 3) The City of La Crescent agrees to enter into necessary and required agreements with the MASC for the specific purpose of completing the project.
- 4) That a request for reimbursement be made to the MASC for the amount awarded after the completion of the project.
- 5) That City Administrator of The City of La Crescent is authorized and directed to execute said application and serve as the official liaison with the MASC.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of La Crescent, Minnesota at a duly authorized meeting thereof held on the 8th day of January, 2024, as shown by the minutes of said meeting in my possession.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.13 – TRANSPORTATION ALTERNATIVES GRANT

Community Development Director Larry Kirch updated City Council on the MnDOT Transportation Alternatives Grant Application. This was informational only, no action required.

ITEM 3.14 – IJA TECHNICAL ASSISTANCE GRANT

Community Development Director Larry Kirch reviewed with City Council the IJA Grant from the Minnesota Department of Transportation. This was informational only, no action required.

ITEM 3.15 – 2024 LICENSE RENEWALS

City Council reviewed a list of proposed license renewals for 2024. The applications appear to be in order, and it was recommended to City Council to approve the license renewal applications. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE PRESENTED LIST OF LICENSE RENEWALS FOR 2024 FOR THE FOLLOWING:

GAS INSTALLERS –

Cary Heating & Air Conditioning, Deml Controls Inc.

SHORT-TERM RENTAL (RESIDENTIAL)

Bill and April Farrell

SHORT-TERM RENTAL (COMMERCIAL)

Minegar's Sports Hub/Ryan Minegar

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

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

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

ITEM 3.16 – GAMBLING PERMIT APPLICATION

City Council reviewed a memo from City Administrative Assistant Chris Fortsch for approval of a Gambling Permit application from the Onalaska Foundation for Educational Excellence, Inc. – raffle to be held on January 20, 2024, at the La Crescent Area Event Center. The application appears to be in order, and it was recommended that City Council approve the application and authorize Ms. Fortsch to forward the application to the Minnesota Gambling Control Board. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE GAMBLING PERMIT FOR THE ONALASKA FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC. RAFFLE TO BE HELD ON JANUARY 20, 2024 AT THE LA CRESCENT AREA EVENT CENTER AND AUTHORIZER CITY ADMINISTRATIVE ASSISTANT CHRIS FORTSCH TO FORWARD THE APPLICATION TO THE MINNESOTA GAMBLING CONTROL BOARD.

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

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

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

8. HOUSTON COUNTY

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

9. CHAMBER OF COMMERCE

Chamber of Commerce President Sarah Delacy was in attendance and gave an update.

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:40 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A-1 EXCAVATING INC						
HTM PAY REQU	HORSETRACK MEADOWS UTILITY EXTENSION	01/17/2024	18,815.93	.00		
Total 26:			18,815.93	.00		
AHLSCHLAGER, LUKE M.						
1/24 REIMB	MEAL REIMB - POLICE DEPT TRAINING	01/10/2024	34.47	.00		
Total 8274:			34.47	.00		
AMAZON CAPITAL SERVICES						
117X-DVRD-3FN	WATER DEPT - BODY CAMERAS FOR WATER METER CH	01/04/2024	300.00	.00		
173M-FMQW-K1	CITY - OFFICE SUPPLIES	12/29/2023	9.32	.00		
173M-FMQW-K1	LIC BUR - OFFICE SUPPLIES	12/29/2023	37.19	.00		
173M-FMQW-K1	MAINT - SMALL TOOLS	12/29/2023	27.13	.00		
17YF-7W9W-4H	LIBRARY - OFFICE SUPPLIES	01/02/2024	57.99	.00		
193C-DMTF-6RJ	PUB WORKS - OFFICE SUPPLIES	01/04/2024	30.99	.00		
197H-796L-6HTH	PARKS - CHAINSAW FOR JASON	01/05/2024	259.99	.00		
197H-796L-6HTH	CITY - OFFICE SUPPLIES	01/05/2024	155.60	.00		
197H-796L-6HTH	PD - TESLA WALL CONNECTOR	01/05/2024	475.00	.00		
197H-796L-6HTH	PD - OFFICE SUPPLIES	01/05/2024	30.28	.00		
1GVN-XFMN-73	LIBRARY - CLEANING SUPPLIES	01/04/2024	53.12	.00		
1H6L-NFJL-Q6Y	PD- ADAPTER FOR TESLA- P-24	12/30/2023	16.90	.00		
1H8V-FVXY-WX	PD- BATTERIES FOR CAMERA	12/31/2023	20.95	.00		
1HP4-CYGK-F79	LIBRARY - BOOKS	01/06/2024	39.95	.00		
1R1Q-YGGL-1PN	LIBRARY - BOOKS (CREDIT)	09/19/2023	17.96	.00		
1T1N-3J6L-F6FT	LIBRARY - BOOKS GRANT FUNDED	01/15/2024	6.99	.00		
11VL-YDNR-KP1	CITY - OFFICE SUPPLIES	01/07/2024	24.84	.00		
1TVL-YDNR-KP1	PARKS - CLEANING SUPPLIES FOR PAVILION	01/07/2024	30.42	.00		
1TVL-YDNR-KP1	MAINT - OFFICE SUPPLIES	01/07/2024	9.38	.00		
1Y3Q-XVXX-HW	LIBRARY - BOOKS	09/17/2023	17.96	.00		
Total 9956:			1,586.04	.00		
AMES, LARRY & BRIGID						
REIMBURSEPT	REIMBURSE CAT LICENSE	12/27/2023	10.00	.00		
REIMBURSEPT	REIMBURSE MULTIPLE CAT LICENSE	12/27/2023	25.00	.00		
Total 10157:			35.00	.00		
AT&T MOBILITY						
12/23 FIRE	FD - WIRELESS	12/31/2023	100.48	.00		
Total 9870:			100.48	.00		
B & T TECHNICAL SERVICES, LLC						
1411	COMM BLDG - SOLAR ELECTRICAL SERVICE	11/30/2023	214.18	.00		
Total 9680:			214.18	.00		
BAKER & TAYLOR						
2037974993	LIBRARY - BOOKS GRANT FUNDED	12/04/2023	321.21	.00		
2037991740	LIBRARY - BOOKS GRANT FUNDED	12/12/2023	152.30	.00		
2037998989	LIBRARY - BOOKS GRANT FUNDED	12/18/2023	454.68	.00		
2038006902	LIBRARY - BOOKS GRANT FUNDED	12/21/2023	172.24	.00		
2038016768	LIBRARY - BOOKS GRANT FUNDED	12/28/2023	348.90	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8022:			1,449.33	.00		
BERNIE BUCHNER INC						
882373	WATER PLANT REPAIR	01/03/2024	96.00	.00		
Total 129:			96.00	.00		
BOB'S SERVICE						
814777	COMM BLDG - TOILET REPAIR	12/31/2023	330.00	.00		
Total 8841:			330.00	.00		
CINTAS CORPORATION						
4175834982	CITY HALL - MATS, CLEANING RAGS & TOWELS	12/04/2023	67.05	.00		
4177279253	CITY HALL - MATS, CLEANING RAGS & TOWELS	12/18/2023	72.45	.00		
Total 9696:			139.50	.00		
CITY TREASURER'S OFFICE						
194142 - DEC	WASTEWATER TO LA CROSSE	12/31/2023	28,458.24	.00		
Total 1086:			28,458.24	.00		
CLEARWAY COMMUNITY SOLAR LLC						
11/23 STMT	202 MAIN STREET - FLAG LIGHT	11/30/2023	1.83	.00		
11/23 STMT	1323 SPRUCE DR - ABNET FIELDS	11/30/2023	18.13	.00		
11/23 STMT	336 S 1ST STREET - COMM BLDG	11/30/2023	88.89	.00		
11/23 STMT	219 MAIN STREET - UNIT LIGHTS	11/30/2023	45.13	.00		
11/23 STMT	200 STONEY POINT - WELL HOUSE	11/30/2023	458.20	.00		
11/23 STMT	110 MIDNIGHT STREET - LIFT STATION	11/30/2023	30.00	.00		
11/23 STMT	1200 JONATHAN LANE - PARK SHELTER	11/30/2023	24.69	.00		
11/23 STMT	193 MCINTOSH RD - BOOSTER STATION	11/30/2023	105.78	.00		
11/23 STMT	400 LARCH AVE - WELL 2	11/30/2023	374.76	.00		
11/23 STMT	321 MAIN STREET - LIBRARY	11/30/2023	94.42	.00		
11/23 STMT	608 S 7TH STREET - POOL	11/30/2023	295.25	.00		
11/23 STMT	407 ORCHARDVIEW - BOOSTER STATION	11/30/2023	174.99	.00		
11/23 STMT	219 CHESTNUT STREET - BRIDGE LIGHT	11/30/2023	32.35	.00		
11/23 STMT	722 N 2ND STREET - RADIUM PLANT	11/30/2023	1,147.31	.00		
11/23 STMT	520 S 14TH STREET - ICE ARENA	11/30/2023	1,477.44	.00		
11/23 STMT	1450 HWY 16 - LIFT STATION	11/30/2023	17.20	.00		
11/23 STMT	31 MCINTOSH RD - LIFT STATION	11/30/2023	6.52	.00		
11/23 STMT	523 S CHESTNUT ST. - ANIMAL SHELTER	11/30/2023	23.20	.00		
11/23 STMT	209 S WALNUT STREET - LAC SIGN	11/30/2023	8.11	.00		
11/23 STMT	608 S 7TH ST - TENNIS COURT LIGHTS	11/30/2023	5.77	.00		
Total 9854:			4,429.97	.00		
CULLIGAN WATER CONDITIONING						
285X21172709	MAINT - WATER COOLER RENTAL	01/01/2024	39.99	.00		
285X21172709	CITY HALL - WATER COOLER RENTAL	01/01/2024	39.95	.00		
285X21172709	PD - WATER COOLER RENTAL	01/01/2024	39.95	.00		
285X21195601	FD - WATER COOLER RENTAL	01/01/2024	39.95	.00		
Total 231:			159.84	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CUSTOM ALARM						
566523	GC - MONTHLY ALARM MONITORING SYSTEM	01/18/2024	44.65	.00		
Total 290:			44.65	.00		
DEMCO INC						
7417303	LIBRARY - PROCESSING MATERIALS	01/03/2024	364.78	.00		
Total 318:			364.78	.00		
DEPUTY #031 LA CRESCENT						
01/18/24 TESLA	PD- TESLA TITLE APPLICATION FEES 2024 TESLA	01/18/2024	31.00	31.00	01/19/2024	
Total 9750:			31.00	31.00		
DISCOUNT MAGAZINE SRV. INC.						
1/4/2024 - 30340	LIBRARY-MAGAZINE SUBSCRIPTION RENEWALS	01/04/2024	201.02	.00		
Total 9040:			201.02	.00		
E O JOHNSON CO.						
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - GC	01/09/2024	185.27	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - B&Z	01/09/2024	92.63	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - LIC BUR	01/09/2024	231.58	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - SEWER	01/09/2024	393.69	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - FIRE	01/09/2024	648.46	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - PUB WORKS	01/09/2024	92.63	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - CLERK	01/09/2024	92.63	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - POLICE	01/09/2024	92.63	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - WATER	01/09/2024	393.69	.00		
FINAL SUPPORT	QTRLY COMPUTER SUPPORT - STREETS	01/09/2024	92.63	.00		
Total 8614:			2,315.84	.00		
EMERGENCY MEDICAL PRODUCTS INC						
2601520	FD - MEDICAL SUPPLIES	12/04/2023	620.71	.00		
2602630	FD - MEDICAL SUPPLIES	12/07/2023	48.92	.00		
2607103	FD - MEDICAL SUPPLIES	12/28/2023	30.72	.00		
Total 433:			700.35	.00		
GUNDERSEN HEALTH SYSTEM						
1/24 - FD	FD - NEW HIRE SCREENS	01/06/2024	302.00	.00		
Total 622:			302.00	.00		
HASE, TERESA R.						
2022 FIRE	FD - 2022 GROUP PHOTO PRINTS	12/31/2023	170.00	.00		
2023 FIRE	FD - 2023 GROUP PHOTO PRINTS	12/31/2023	170.00	.00		
Total 9245:			340.00	.00		
HAWKINS INC.						
6665199	WATER PLANT - CHEMICALS	01/15/2024	20.00	.00		
Total 512:			20.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
HOKAH CO-OP OIL ASSOCIATION						
6587	GC - LP	12/19/2023	1,051.55	.00		
Total 715:			1,051.55	.00		
LA CRESCENT AGE HARDWARE						
12/23 STMT	MAINTENANCE- SHOP TOILET	12/31/2023	25.99	.00		
12/23 STMT	WATER- POSTAGE FOR SAMPLES	12/31/2023	12.48	.00		
12/23 STMT	MAINTENANCE- VEHICLE REPAIR	12/31/2023	36.99	.00		
12/23 STMT	MAINTENANCE- SHOP BOLTS	12/31/2023	3.00	.00		
12/23 STMT	POOL- PUMP MAINTENANCE	12/31/2023	10.99	.00		
12/23 STMT	PARKS- PLAYGROUND REPAIR	12/31/2023	8.00	.00		
12/23 STMT	PARKS- MOP HEAD	12/31/2023	9.99	.00		
12/23 STMT	MAINTENANCE- SHOP DOOR	12/31/2023	13.58	.00		
12/23 STMT	PUBLIC WORKS- VEHICLE REPAIR	12/31/2023	6.32	.00		
12/23 STMT	GC- SOFTNER SALT FOR CLUBHOUSE	12/31/2023	33.96	.00		
12/23 STMT	GC- REPAIR EQUIPMENT	12/31/2023	5.18	.00		
12/23 STMT	STREETS- 14 FORD PLOW TRUCK REPAIR	12/31/2023	5.54	.00		
12/23 STMT	PARKS- PLAYGROUND REPAIR	12/31/2023	3.28	.00		
12/23 STMT	PD- VEHICLE MAINTENANCE P-20	12/31/2023	5.59	.00		
12/23 STMT	POOL- REPAIR TOOLS	12/31/2023	44.98	.00		
Total 717:			225.87	.00		
LA CROSSE GLASS & OVERHEAD DOOR CO.						
345727	ICE ARENA - DOORS PUSHBAR	12/28/2023	152.00	.00		
Total 2471:			152.00	.00		
LA CROSSE TRIBUNE						
1/24 CITY 8 WEE	CITY HALL - 8 WEEKS SUBSCRIPTION DAILY	01/09/2024	153.00	.00		
Total 8522:			153.00	.00		
LAVENDER, TIFFANY						
0180013	DEPOSIT FOR DRINKING WATER PROTECTION GRANT	01/05/2024	258.75	.00		
Total 10158:			258.75	.00		
LEAGUE OF MN CITIES INS TRUST						
22930	PD - WORKERS COMP CLAIM	01/02/2024	738.00	.00		
Total 1116:			738.00	.00		
MAYO CLINIC						
12/23 NEW HIRE	PD - NEW HIRE TESTING	12/01/2023	214.00	.00		
Total 9973:			214.00	.00		
MENARDS-LA CROSSE						
93850	FD - TOTES FOR TURNOUT GEAR STORAGE	01/03/2024	149.82	.00		
94120	GC - VEHICLE MAINTENANCE	01/10/2024	15.28	.00		
94120	GC - SKI GROOMER MATERIALS	01/10/2024	69.51	.00		
94120	GC - SMALL TOOLS	01/10/2024	229.49	.00		
Total 1352:			464.10	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MID-STATES ORGANIZED CRIM INFORMATION CE						
0003848-IN	PD- INTEL/INVESTIGATIVE SERVICES- CONTRACTED SE	01/07/2024	100.00	.00		
Total 10160:			100.00	.00		
MIDWEST LEAK DETECTION						
2352	WATER - LOCATE WATER MAIN BREAK ON ELM & MAIN	12/29/2023	476.00	.00		
Total 9304:			476.00	.00		
MIENERGY COOPERATIVE						
12/23 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	12/31/2023	230.00	230.00	01/17/2024	
12/23 STMT	ELECT UTILITIES-GC POP MACH.	12/31/2023	71.43	71.43	01/17/2024	
12/23 STMT	ELECT UTILITIES-GC CLUBHOUSE	12/31/2023	213.89	213.89	01/17/2024	
12/23 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	12/31/2023	176.35	176.35	01/17/2024	
12/23 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	12/31/2023	135.11	135.11	01/17/2024	
12/23 STMT	ELECT UTILITIES - WIESER PARK	12/31/2023	964.63	964.63	01/17/2024	
Total 2012:			1,791.41	1,791.41		
MINNESOTA ENERGY RESOURCES INC						
12/23 STMT	LIBRARY- GAS UTILITIES	12/31/2023	120.74	.00		
12/23 STMT	PUMP HOUSE ORCHARDVIEW	12/31/2023	83.81	.00		
12/23 STMT	ABNET RESTROOMS- GAS UTILITIES	12/31/2023	117.46	.00		
12/23 STMT	CONTROL BLDG - GAS UTILITIES	12/31/2023	108.47	.00		
12/23 STMT	PUMP HOUSE MCINTOSH	12/31/2023	81.75	.00		
12/23 STMT	ICE ARENA- GAS UTILITIES	12/31/2023	612.71	.00		
12/23 STMT	CITY HALL - GAS UTILITIES	12/31/2023	225.35	.00		
12/23 STMT	MAINT BLDG - GAS UTILITIES	12/31/2023	842.03	.00		
12/23 STMT	COMMUNITY BLDG - GAS UTILITIES	12/31/2023	468.00	.00		
12/23 STMT	ANIMAL SHELTER- GAS UTILITIES	12/31/2023	105.69	.00		
Total 8171:			2,765.81	.00		
MINNESOTA MUNICIPAL UTILITIES						
63296	2024 MEMBERSHIP DUES	01/01/2024	366.00	.00		
Total 1999:			366.00	.00		
MISSION COMMUNICATIONS LLC.						
5001150	PD- TESSA (P-24) SQUAD UPFIT- PSA EXPENDATURE	01/10/2024	2,800.00	.00		
Total 10159:			2,800.00	.00		
MN DEPT OF AGRICULTURE						
2024- R. LEMKE	2024 PESTICIDE APPL. LICENSE RENEWAL- R. LEMKE	01/11/2024	10.00	.00		
Total 1282:			10.00	.00		
MN DNR ECO/WTR RESOURCES						
2023- 1961-0623	WATER PERMIT FEE - DNR PERMIT	12/31/2023	1,193.40	.00		
2023 G.C. USE	GC - WATER USE PERMIT 2023	01/03/2024	485.63	.00		
Total 322:			1,679.03	.00		
MN FIRE SERVICE CERT. BOARD						
2024 BUEHLER	FD- APPLICATION FOR RECIPROCITY	01/19/2024	100.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2024 TARRENCE	FD- APPLICATION FOR RECIPROCITY	01/19/2024	100.00	.00		
2024 WETTERLI	FD- RE-CERTIFICATION APPLICATION	01/19/2024	78.75	.00		
Total 1270:			278.75	.00		
MN UNEMPLOYMENT INSURANCE						
CITY 4TH QTR 2	PD - UNEMPLOYMENT INSURANCE BENEFIT	01/09/2024	141.70	.00		
Total 1321:			141.70	.00		
MTI DISTRIBUTING INC						
1415019-00	GC - MOWER PARTS	01/05/2024	2,852.94	.00		
1415019-01	GC - MOWER PARTS	01/08/2024	570.52	.00		
Total 1330:			3,423.46	.00		
NORTHLAND SECURITIES INC						
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	16.38	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	409.38	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	339.78	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	143.28	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	409.38	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	393.00	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	745.06	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	45.03	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	409.38	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	139.18	.00		
7847	ANNUAL DISCLOSURE REPORTING FEES	01/03/2024	225.15	.00		
Total 8272:			3,275.00	.00		
PROLOGUE PLANNING GROUP						
1/8/24 RCP LUN	REIMB - LUNCH MTG BLANDIN RESILIENT COMMUNITIES	01/08/2024	74.19	.00		
Total 10006:			74.19	.00		
QUILLINS LA CRESCENT						
12/23 FIRE	FD - CUPS FOR HOLIDAY TRAIN	12/05/2023	7.56	.00		
Total 1707:			7.56	.00		
STEREO OPTICALCOMPANY INC						
IST0011496	DMV- OFFICE SUPPLIES	01/18/2024	82.84	.00		
Total 9931:			82.84	.00		
UNITED STATES POSTMASTER						
01/24 PAST DUE	PAST DUE WATER/SEWER - SEWER	01/18/2024	22.70	22.70	01/18/2024	
01/24 PAST DUE	PAST DUE WATER/SEWER - WATER	01/18/2024	22.69	22.69	01/18/2024	
Total 2102:			45.39	45.39		
VERIZON WIRELESS						
9952852454	FD - MOBILE	12/28/2023	120.03	.00		
9952874499	WATER DEPT - DATA	12/28/2023	35.01	.00		
9952874499	B&Z - COMPUTER DATA	12/28/2023	50.02	.00		
9952874499	PD - COMPUTER DATA & PHONE SERVICE	12/28/2023	499.20	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9952874409	SEWER DEPT - DATA	12/28/2023	35.01	.00		
9953169269	SEWER DEPT - WIRELESS	12/31/2023	59.77	.00		
9953169269	WATER DEPT - WIRELESS	12/31/2023	59.77	.00		
Total 8973:			858.81	.00		
VISION DESIGN GROUP						
115955	UPDATE DNS RECORDS FOR NEW 0365 TENANT	01/16/2024	60.00	.00		
Total 9254:			60.00	.00		
WATER SYSTEMS CO.						
648987	LIBRARY - COOLER RENTAL	12/31/2023	8.00	.00		
Total 8608:			8.00	.00		
WIESER LAW OFFICE PC						
12/23 CITY	CLERK - LEGAL FEES	12/31/2023	988.01	.00		
12/23 CITY	WATER DEPT - LEGAL FEES	12/31/2023	494.01	.00		
12/23 CITY	COUNCIL - LEGAL FEES	12/31/2023	988.01	.00		
12/23 CITY	SEWER DEPT - LEGAL FEES	12/31/2023	494.00	.00		
12/23 CITY	BLDG/ZNG - LEGAL FEES	12/31/2023	988.01	.00		
12/23 POLICE	PD - LEGAL FEES	12/31/2023	3,678.18	.00		
Total 2361:			7,630.22	.00		
XCEL ENERGY						
12/23 STMT	LIFT STATION - 31 MCINTOSH RD E	12/31/2023	22.02	.00		
12/23 STMT	SIGN LIGHT - 525 S. CHESTNUT	12/31/2023	14.31	.00		
12/23 STMT	RADIUM PLANT- 722 N. 2ND	12/31/2023	575.37	.00		
12/23 STMT	LIFT STATION- 1450 HWY 16	12/31/2023	37.67	.00		
12/23 STMT	WWTP- 222 HWY 16	12/31/2023	766.69	.00		
12/23 STMT	FLAG LIGHT - 202 MAIN	12/31/2023	24.26	.00		
12/23 STMT	FLAG LIGHT - 226 MAIN	12/31/2023	20.67	.00		
12/23 STMT	ICE ARENA - 520 S 14TH	12/31/2023	2,676.32	.00		
12/23 STMT	UNIT STREET LIGHTS- 33 S WALNUT	12/31/2023	66.13	.00		
12/23 STMT	CITY HALL - 315 MAIN ST	12/31/2023	471.91	.00		
12/23 STMT	SHORE ACRES- GRINDER PUMPS	12/31/2023	275.85	.00		
12/23 STMT	TENNIS COURT LIGHTS- 608 S 7TH	12/31/2023	5.77	.00		
12/23 STMT	WELL #3 - LOAD PROFILE 417 WALNUT PL	12/31/2023	1,045.64	.00		
12/23 STMT	BOOSTER STATION- 193 MCINTOSH E	12/31/2023	77.26	.00		
12/23 STMT	STREET LIGHTS - PO BOX 142	12/31/2023	6,341.69	.00		
12/23 STMT	WELL HOUSE- 200 STONEY POINT RD	12/31/2023	1,473.37	.00		
12/23 STMT	WELL #2 - 400 LARCH	12/31/2023	934.38	.00		
12/23 STMT	RESERVOIR- 1026 CRESCENT HILLS	12/31/2023	15.09	.00		
12/23 STMT	NEW LA CRESCENT SIGN- 209 S WALNUT	12/31/2023	35.33	.00		
12/23 STMT	ABNET FIELDS- LA CRESCENT APPLEFEST 1323 SPRUC	12/31/2023	47.07	.00		
12/23 STMT	LIBRARY - 321 MAIN ST	12/31/2023	92.74	.00		
Total 1410:			15,019.54	.00		
Grand Totals:			104,319.60	1,867.80		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
-------------------	-------------	-----------------	-----------------------	----------------	--------------	--------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

☐Detail report.

☐Invoices with totals above \$0 included.

☐Paid and unpaid invoices included.

3.1



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: January 11, 2024
RE: Horse Track Meadows North – Request for Proposals

Attached for review and consideration by the City Council are the 4 proposals that the City received regarding the sale of the Horse Track Meadows North property.

The following proposals were received:

1. Habitat for Humanity of the Greater La Crosse Region, Inc. - \$30,000
2. Berkshire Hathaway Home Services - \$300,000
3. Bluff Country LLC, Mike Sexauer - \$450,000
4. Wieser Brothers General Contractor, Inc - \$450,690

Also included is a copy of the request for proposals.

This is an interesting decision for the City Council to consider. Both Wieser Brothers and Mike Sexauer are quality contractors that will do a nice job with the proposed development of the property. From my perspective, the one item that separates the two proposals is the clear timeline for starting and completing the project as defined in the proposal submitted by Mike Sexauer.

The proposal submitted by Mike Sexauer has buildings completed on 3 of the lots in 2024, and the buildings completed on the remaining 2 lots in 2025. The Wieser Brothers proposed time frame starts in the spring of 2024, building one unit at a time, moving onto the next unit after each completion.

There is a real benefit to the City with regard to the property taxes that the City will realize from the schedule that is included in the proposal submitted by Mike Sexauer that more than off-sets the additional \$690 that is included in the proposal submitted by Wieser Brothers.

The 2023 City portion of the taxes paid on comparable units ranged between approximately \$1,500 - \$2,000 per unit, and there are 2 units per building.

For discussion purposes, I would suggest that the City Council reject the proposals submitted by Habitat for Humanity of the Greater La Crosse Region, Berkshire Hathaway Home Services, and Wieser Brothers General Contractor, and accept the proposal submitted by Bluff County LLC, Mike Sexauer. This includes authorizing the City Attorney to prepare a purchase agreement with Bluff Country LCC, Mike Sexauer, that will be presented at the February 12th City Council meeting, along with a recommendation regarding the request to review the existing utility easement.

1

City of La Crescent, Minnesota
Request for Proposal
Sale of City Real Property
Horse Track Meadows North (25.2229.000)

Proposed developer name, address, contact information and key personnel in the proposed project.

Habitat for Humanity of the Greater La Crosse Region, Inc.

3181 Berlin Drive

La Crosse, WI 54601

Key Personnel

Kahya Fox

Executive Director

kahya@habitatlacrosse.org

(608) 797-8086

Kahya Fox has served as the Executive Director for Habitat for Humanity for almost eight years. Before taking on this role, Kahya was the Housing Assistant Director for Couleccap, Inc. With over twenty years of affordable housing experience, she has worked with a variety of housing and community development programs, including housing rehabilitation, home purchase, weatherization, housing counseling, flood assistance, land trust housing, and new housing construction. Working extensively with low-income families, Kahya has a very strong commitment and understanding of the issues faced by individuals in poverty. With an extensive background in public relations, Kahya brings a strong voice to housing programs. She is also a certified Housing Counselor, Housing Quality Standards Inspector, and HOME Certified Specialist.

Jeremy Reed

Construction Director

jeremy@habitatlacrosse.org

(608) 633-2176

For over five years, Jeremy Reed has served as the Construction Director at Habitat for Humanity. Jeremy coordinates, leads, trains, develops, and creates low-income housing across five counties. He oversees all Construction, ReClaim, and Critical Home Repair programs. Jeremy's accomplishments and certifications include Dwelling Contractor, Lead-Safe Renovator, Manufactured Home Salesman, and Manufactured Home Installer. He serves as the Treasurer of the La Crosse Area Builders Association Board and is a board member for the Wisconsin Builders Association. Jeremy was awarded Builder of Year by the La Crosse Builders Association in 2023. Jeremy also serves on numerous committees in the local area.

Proposed development plan narrative outlining the proposed use of the Property, timing of development completion, demonstration of use compatibility with R-2 zoning and building regulations.

Providing overall project oversight and management, Habitat for Humanity proposes the construction of five twin-homes, for a total of 10 single-family, owner-occupied units.

At least two of the homes will be set aside for income-qualified, first-time homeowners eligible for Habitat for Humanity's homeownership program. These families, falling within the 30-80% of the County Median Income, will be chosen based on a thorough assessment of their need for decent and affordable housing.

In evaluating potential homeowners, we consider the current living conditions of families—scrutinizing factors such as safety, overcrowding, maintenance, and accessibility. Additionally, we assess their financial capability to meet mortgage obligations, real estate taxes, and homeowners' insurance. Our criteria encompass a stable income, debt considerations, and a nuanced understanding that past credit challenges do not automatically disqualify applicants.

Furthermore, a fundamental element of our program is the commitment to partnership. Families joining our initiative are required to contribute a minimum of 150 hours of sweat equity, actively participating alongside volunteers on various Habitat projects. Moreover, applicants must undergo homeowner education and credit counseling classes before the purchase of their homes, and adherence to timely submission of application materials is essential.

Upon the completion of these homes, Habitat for Humanity will facilitate the sale to families at the full appraised value, offering a 0% interest mortgage.

The final eight residences will be made available for purchase on the open market, with pricing determined by the local assessed value. In collaboration with Gerrard Hoeschler Realtors, Habitat for Humanity will showcase these properties through the Multiple Listing Service (MLS). Demonstrating expertise in accessing downpayment assistance funds within the State of Minnesota, Habitat for Humanity will join forces with potential homeowners to assess eligibility for these programs. Furthermore, the organization will provide guidance and support throughout the application process for eligible individuals and families.

This multi-option approach maintains Habitat's commitment to affordable housing while creating sustainable communities and fostering a brighter future for all.

The homes will include a mix of three- and four-bedroom options. All units will include a full basement; attached, two-car garage; energy efficiency upgrades; and appealing front porches. All homes are single story with first-floor washer and dryer, allowing for easy modifications for elderly or disabled buyers. At least two of the units will include modifications as recommended by the "Home Fit Guide" published by AARP and will specifically be marketed to families interested in aging in place in their homes.

Habitat for Humanity will utilize the Deerfield and Allston factory-built home designs offered by Wausau Homes (please see attached plans). These highly energy-efficient homes provide the cost benefits of factory-built homes while offering the construction standards and value of stick-built. As a licensed manufactured and modular home, Habitat for Humanity is able to purchase these homes direct from the factory, resulting in lower construction costs that can be passed on to income-eligible homeowners.

Habitat for Humanity will engage with local suppliers and contractors to have as much of the work on the development as possible completed by local companies.

Work will commence within four months of signed purchase agreement. All units will be completed within 24 months. All units will be occupied within 36 months.

Habitat for Humanity has reviewed the applicable zoning requirements for the City of La Crescent. Habitat for Humanity certifies that this development project will be compatible with all required zoning and building regulations.

An offer of payment for the Property including all payment terms and earnest money/down payment amount.

Please see attached Offer to Purchase.

This development necessitates the strategic integration of diverse funding streams, incorporating concessions on land and materials costs. Offering land at reduced rates plays a pivotal role in diminishing the ultimate home purchase price, thereby assisting lower- to middle-income households facing challenges in entering the housing market due to escalating prices.

It is important for communities to provide affordable housing solutions to ensure workforce viability. Investing in attainable workforce housing will bring about various benefits to La Crescent and its employers and residents. Workforce housing refers to affordable housing options that cater to individuals and families who are employed but may face challenges in finding affordable homes within the community where they work. Here are several reasons why La Crescent will benefit from this project:

1. Economic Stability:

- Workforce housing contributes to economic stability by ensuring that the City of La Crescent has a stable and reliable workforce. When employees can afford to live near their workplace, it reduces turnover and absenteeism, promoting a more consistent and productive workforce.

2. Local Economic Development:

- Affordable housing projects stimulate local economic development by creating jobs and generating income for local businesses. Construction, maintenance, and management of workforce housing projects can provide employment opportunities within the community.

3. Talent Attraction and Retention:

- Access to affordable housing is a key factor for attracting and retaining skilled workers. La Crescent will be able to compete more effectively for talent, which is essential for the growth and vitality of the local economy.

4. Reduced Commuting:

- Workforce housing helps reduce commuting times and costs for employees. This can lead to a more sustainable and environmentally friendly community while also improving the overall quality of life for residents.

5. Social Equity:

- Investing in workforce housing promotes social equity by ensuring that a diverse range of individuals, including those with lower incomes, can live in the community. This helps prevent the creation of economically segregated neighborhoods.

6. Community Stability:

- Stable housing contributes to community stability. When individuals and families have access to affordable homes, they are more likely to invest in their community, participate in civic activities, and contribute to the overall well-being of the neighborhood.

7. Fiscal Responsibility:

- Addressing the housing needs of the workforce leads to long-term fiscal benefits. Stable housing reduces the strain on social services and healthcare systems, as residents are more likely to lead healthier lives when they have a stable living situation.

8. Public-Private Partnerships:

- Encouraging public-private partnerships in workforce housing projects leverages both government resources and private investment. This collaboration results in more efficient and sustainable housing solutions.

9. Community Resilience:

- A diverse and economically stable community is better equipped to withstand economic downturns. Workforce housing contributes to community resilience by providing a safety net for residents during challenging times.

By investing in workforce housing, La Crescent is fostering a more inclusive, vibrant, and economically sustainable community. It's a strategic approach that considers the well-being of the workforce and contributes to the overall success of the community.

A statement indicating how your Proposal represents the highest price and/or highest value to the City in terms of direct or indirect financial, economic, or community benefits, including aging in place opportunities.

The estimated value of the single-family homes is \$300,000 each for a total value of \$3 million.

In addition to the value-add of additional housing units, this proposal provides unique financial, economic, and community value for the City of La Crescent. In terms of direct financial advantages, this proposal prioritizes attainability and access to homeownership for families. By offering homes with reasonable price points, we pave the way for numerous families to achieve the dream of owning a home, fostering economic stability and security. Additionally, by reserving at least two homes exclusively for low-income homeowners, we ensure that those with limited financial means are not left behind in the pursuit of safe, stable housing.

This proposal provides a significant positive impact on the City of La Crescent. By providing diverse housing options for various income levels, we contribute to an expanded tax base, injecting vitality into the city's financial ecosystem. Additionally, the creation of workforce housing options addresses the needs of local employers, fostering a conducive environment for economic growth. This, in turn, fortifies the city's standing as an attractive destination for businesses and residents alike.

Habitat for Humanity homes go beyond bricks and mortar, incorporating an innovative approach to social responsibility. We are dedicated to fostering a sense of community and volunteerism. Residents will have unique opportunities to actively engage with Habitat staff and future homeowners to help build these homes. This not only strengthens the fabric of the community but also provides a tangible way for residents to give back and be directly involved in the betterment of their neighborhood.

Finally, this proposal places a special emphasis on facilitating aging in place, acknowledging the importance of creating homes that cater to the evolving needs of the City's residents. This is

achieved through the incorporation of single-story homes, ensuring accessibility and ease of mobility for individuals of all ages, especially the elderly. Recognizing the unique requirements of seniors, two units will be meticulously designed and marketed to meet the specific needs of elderly individuals. These units will feature accessibility features such as ramps, wider doorways, and other age-friendly amenities, fostering an environment that promotes independence and well-being. This thoughtful approach ensures that the elderly population can remain in their homes for as long as possible, maintaining their connections with the community, and benefiting from the support systems they have built over the years.

This proposal from Habitat for Humanity of the Greater La Crosse Region signifies a resolute commitment to addressing the critical need for affordable and accessible housing. By constructing ten single-family homes, Habitat for Humanity is not only providing shelter but also fostering the growth of vibrant, inclusive communities. The meticulous selection process, financial considerations, and the emphasis on partnership underscore Habitat's dedication to empowering families and creating lasting positive change. Through these efforts, Habitat for Humanity envisions a community where the dream of homeownership is within reach for families from diverse income backgrounds, ensuring that everyone has the opportunity to build a better life.

Bidder's background and summary of similarly completed projects.

Since its establishment in 1992, Habitat for Humanity of the Greater La Crosse Region has made remarkable strides in addressing housing needs, having successfully constructed over 70 homes across its expansive five-county service area. Notably, a significant achievement includes the completion of a five-unit development in Holmen. Currently, the organization is actively engaged in diverse public-private development projects within the cities of La Crosse and Hillsborn.

Over the past six years, Habitat for Humanity has demonstrated an impressive growth trajectory in home production, progressing from 0.7 units annually in 2017 to a notable total of 12 units by 2023. This commendable increase is attributed to the organization's highly effective approach in securing and combining various funding sources, showcasing a robust strategy for sustainable housing development.

Recognized as a leading affordable housing developer, Habitat for Humanity boasts a proven track record of successfully completing contracts. The organization's commitment to providing quality housing solutions underscores its significance in the community and its dedication to making a lasting impact on the lives of those in need.

Working closely with the City of La Crescent, we will provide personalized service to complete the project at the highest quality construction at a competitive price. Project management, communication, and supervision are crucial to a successful project. We partner with our clients, listening closely while guiding them from inception to completion.

Detailed Action Plan

Construction cost estimate

Per unit average

Wausau Homes Package	\$130,000
Excavation, foundation, and flatwork	\$90,000
Interior finishing	\$40,000

Land	\$3,000
Construction Wage/Fringe	\$8,000
Developer Fee (10%)	\$26,600
TOTAL COST PER UNIT	\$297,600
TOTAL COST ALL UNITS	\$2,976,000

As a non-profit organization, Habitat for Humanity has access to a variety of funding sources that are inaccessible to private developers, including New Market Tax Credit funding from Habitat International; reduced interest rate construction loans from Habitat Mortgage Solutions, a national Community Development Finance Institution (CDFI); Community Housing Development Organization (CHDO) dollars; Minnesota State Housing Tax Credit Contribution Program funding; tax-exemption status; discounted and donated materials and labor; and various downpayment assistance programs. If selected, Habitat will work to secure appropriate funding for all development aspects of this project.

Timeline: For construction of all units. Construction must commence within four (4) months of signed purchase agreement.

Work will commence within four months of signed purchase agreement. All units will be completed within 24 months. All units will be occupied within 36 months.

Deerfield



MODEL 4614

2 Bedrooms • 2 Baths

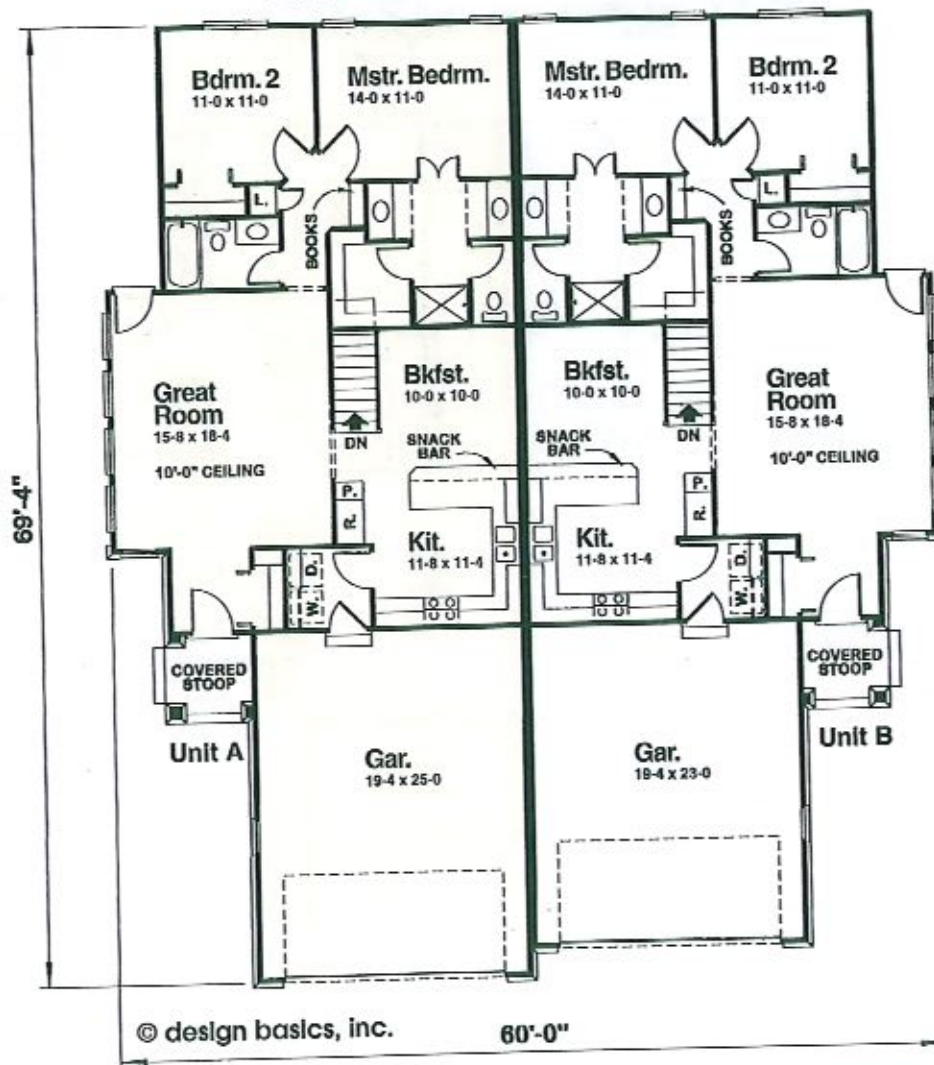
One Story

2-Car Garage

Length.....60'-0"

Depth69'-4"

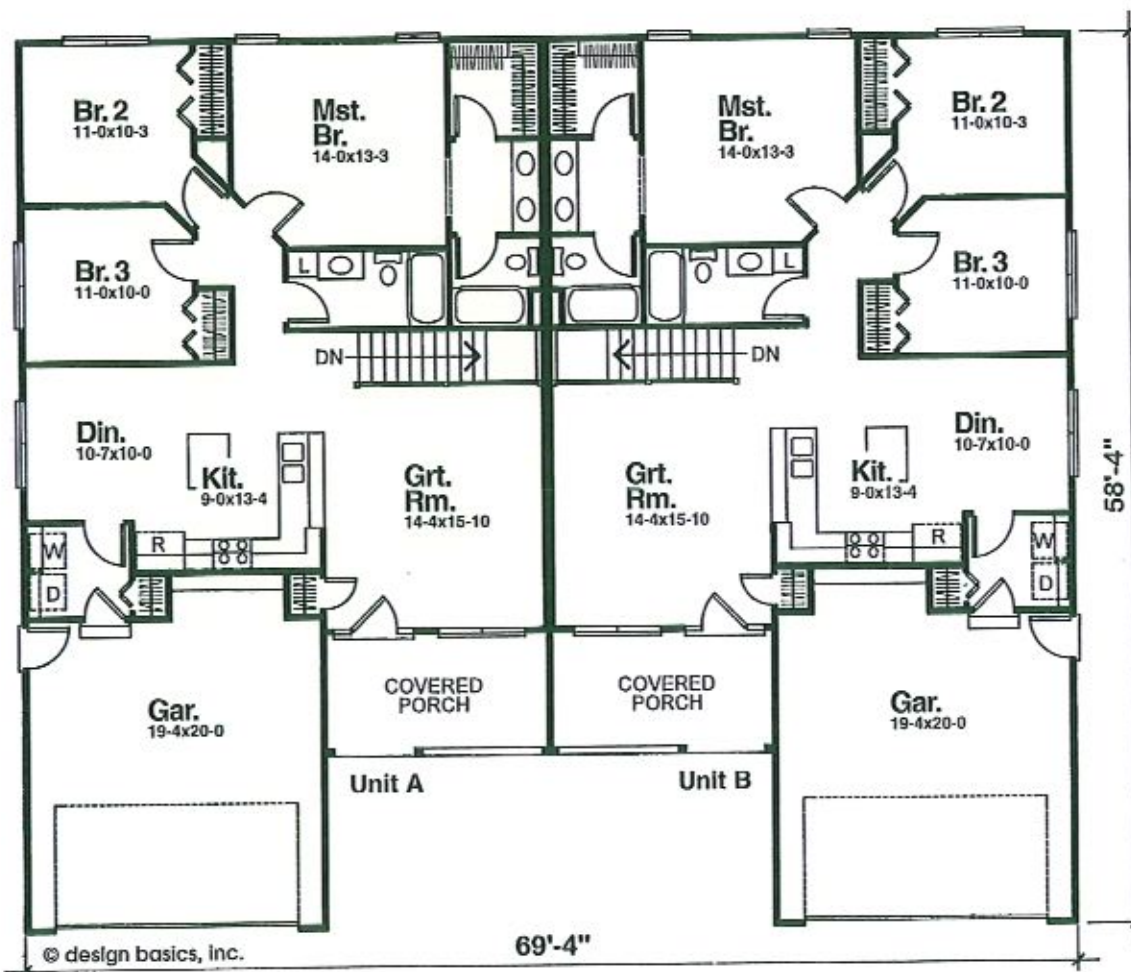
Total Area.....2,436 sq. ft.



Ridgeway
RESIDENCES

Allston

MODEL 7603
 3 Bedrooms • 2 Baths
 One Story
 2-Car Garage
 Length.....69'-4"
 Depth58'-4"
 Total Area.....2,622 sq. ft.





2024 CONSTRUCTION SPECIFICATIONS

A PACK – FRAMING PACK

FLOOR SYSTEM OPTIONS

- △ ~~11-7/8"~~ ^{9.5"} I-Joists, 9.5" LVL beam with posts.
- △ 3/4" T&G OSB floor decking glued and fastened with ring shank nails

EXTERIOR WALL FRAMING

- △ 2x6 Framing @ 16" O.C.
- △ 8'-1 1/8" Wall Height
- △ 7/16" OSB sheathing applied to walls.
- △ CertainTeed® Restoration DBL 4 Classic™ vinyl siding (.044" thickness)
- △ Insulated window and door headers sized per code/per opening
- △ Blocking installed on each side of window and door headers
- △ Typar House wrap

INTERIOR WALL FRAMING

- △ 2X4 framing per plan @ 16" O.C.

WINDOWS

- △ Sierra Pacific® vinyl (Dependent on what's drawn on the plan.)

ROOF SYSTEM

- △ Engineered roof trusses @ 24" O.C. with 12" energy heel
- △ ~~6/12 Roof Pitch~~ **6/12 & 8/12 Roof Pitch**
- △ 1/2" OSB roof sheathing w/ metal 'H' Clips
- △ 2x6 subfascia
- △ Rollex® Wood grain aluminum fascia material
- △ Rollex® aluminum soffit material
- △ Aluminum 'D' edge
- △ Ice and water shield
- △ Synthetic Underlayment
- △ CertainTeed® Landmark shingles
- △ Shingle over vent.

EXTERIOR DOORS

- △ Painted Waudena Steel®
- △ Front: S866F, Clad Frame, Painted on both sides.
- △ H2G: SF31F, 20 min Fire, Clad Frame, Painted both sides.
- △ Service: S31F, Clad Frame, Painted on both sides.
- △ Additional door (Laundry, Great room, Dining, etc.) S21, Clad Frame, Painted on both sides.
- △ Clad OHD Jambs: Narrow, w/ composite backer.
- △ Schlage® door hardware



2024 CONSTRUCTION SPECIFICATIONS

B PACK – FINISH PACK

INTERIOR DOORS AND TRIM

- △ Western Building Products® Painted
- △ Poplar 238 (7/16 x 3-1/4) Base and 157 (9/16 x 2-1/4") Casing
- △ Western Building Products® 3-panel
- △ Painted 3 panel SDF (W591)
- △ Schlage® door hardware
 - Privacy locks – bedrooms and bathrooms
 - Passage locks – all other doors
- △ White vinyl wrapped shelving

CABINETS AND COUNTERTOPS

- △ Merillat® Marlin Painted Maple
- △ Laminate triple-cove countertops with 3" back-splash

LIGHTING

- △ This needs to be discussed

PLUMBING

- △ 8" deep stainless steel drop-in sink with basket strainers
- △ Moen® Sleek chrome kitchen faucet with pull-out sprayer
- △ Mansfield® Vitreous china self-rimming lavatory sink at bathrooms
- △ Moen® single lever chrome vanity faucets with pop-up drain mechanism
- △ Mansfield® vitreous china water closet – 1.6-gallon water saver
- △ Aker one-piece AcrylX™ fiberglass tubs/showers GB60/ (per plan)
- △ Moen® single lever chrome tub/shower faucet with temperature pressure balancing
- △ Moen® chrome towel bar and tissue holder in each bathroom

Approved by the Wisconsin Real Estate Examining Board
10/1/2023 (Optional Use Date) 1/1/2024 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON January 4, 2024 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **[STRIKE THOSE NOT APPLICABLE]**
3 The Buyer, Habitat for Humanity of t Greater La Crosse Region,
4 offers to purchase the Property known as 1787 County 6
5 Parcel number 25.2229.000
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-658, or attach
7 as an addendum per line 680] in the city of La Crescent, County
8 of Houston, MN Wisconsin, on the following terms:
9 **[PURCHASE PRICE]** The purchase price is thirty Thousand Dollars (\$ 30,000.00).
10
11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:
13
14 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what Items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.
16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following:
18
19 **CAUTION:** Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION:** Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-658 or in
27 an addendum per line 680.
28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before February 29, 2024.
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
32 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 deadlines running from acceptance provide adequate time for both binding acceptance and performance.
36 **[CLOSING]** This transaction is to be closed on within 150 days of acceptance
37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 **CAUTION:** To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.
44 **[EARNEST MONEY]** _____ accompanies this Offer.
45 ■ EARNEST MONEY of \$ _____
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) **[STRIKE THOSE NOT APPLICABLE]**
50
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION:** If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.
55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except:

80 _____ If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
 118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
 124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
 133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
 142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
 147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
 155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
 169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
 177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.
 182 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.
 191 **CAUTION:** If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such
 192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program
 193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not
 194 continued after sale. The Parties agree this provision survives closing.
 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry>.
 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.
 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.
 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.
 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.
 231 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 232 occupied for farming or grazing purposes.
 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 680).

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242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____
253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 ☒ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 ☒ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 ☒ **CHECK**

266 ☒ **ALL THAT APPLY** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
267 tank; ☐ other: _____

268 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 ☒ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 ☒ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) ☒ **CHECK AND COMPLETE AS APPLICABLE**:

277 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
278 ☐ water _____; ☐ telephone _____; ☐ cable _____;
279 ☐ other _____

280 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ☒ **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a ☒ **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
284 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☒ **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) ☒ **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 ☒ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 **CASH** _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-658 or in an addendum attached
364 per line 680. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
372 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 **■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or
382 (2) accompanied by Buyer's written direction for delivery.
383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

388 **■ SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 **■ FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **N/A SELLER FINANCING:** Seller shall have 10 days after the earlier of:
396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
397 (2) the Deadline for delivery of the loan commitment on line 357,
398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
407 (2) _____
408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **N/A BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

449 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452

453 ☐ Insert other requirements, if any (e.g., payment of additional earnest money, etc.)

454 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
455 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
456 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
457 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
458 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
459 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
460 Offer becomes primary.

461 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
462 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
463 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
464 stricken).

465 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
466 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
467 association assessments, fuel and _____.

468 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

469 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

470 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

471 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
473 APPLIES IF NO BOX IS CHECKED.

474 ☐ Current assessment times current mill rate (current means as of the date of closing).

475 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
476 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

477 ☐

478 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
479 **substantially different than the amount used for proration especially in transactions involving new construction,**
480 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
481 **assessor regarding possible tax changes.**

482 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
483 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
484

Property Address: 1787 County 6, La Crescent, MN 55947

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____ (insert other allowable exceptions from title, if
496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

498 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements
499 may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates
500 making improvements to Property or a use other than the current use.

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
529 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
530 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
531 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
532 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
533 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
538 _____ . Insert additional terms, if any, at lines 650-658 or attach as an addendum per line 680.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 650-658 or in an addendum attached per line 680, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
- 603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Subject to board approval

651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____

659 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
660 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
661 662-677.

662 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
663 line 664 or 665.

Property Address: 1787 County 6, La Crescent, MN 55947

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664 Name of Seller's recipient for delivery, if any: City Of La Crescent

665 Name of Buyer's recipient for delivery, if any: Sara Boulanger

666 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

667 Seller: () Buyer: ()

668 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 673 or 674.

671 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

673 Address for Seller: 315 Main Street La Crescent

674 Address for Buyer: 1131 Main ST Onalaska

675 ☐ (5) Email: electronically transmitting the document or written notice to the email address.

676 Email Address for Seller: _____

677 Email Address for Buyer: saraboulanger@ghrealtors.com

678 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

680 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

681 This Offer was drafted by [Licensee and Firm] Sara Boulanger - Gerrard Hoeschler Realtors

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

694 (x) Kahya Fox 01/04/2024

695 Buyer's Signature ▲ Print Name Here ► Habitat for Humanity of t Date ▲

696 (x) _____ Date ▲
697 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

698 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
699 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
700 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
701 **COPY OF THIS OFFER.**

702 (x) _____ Date ▲
703 Seller's Signature ▲ Print Name Here ► _____ Date ▲

704 (x) _____ Date ▲
705 Seller's Signature ▲ Print Name Here ► _____ Date ▲

706 This Offer was presented to Seller by [Licensee and Firm] _____
707 _____ on _____ at _____ a.m./p.m.

708 This Offer is rejected _____ This Offer is countered [See attached counter] _____
709 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

January 4, 2024

On behalf of:
Ben Schieber Builders LLC
3846 Bush Valley Rd
La Crescent, MN 55947
(608) 797-7762

Subject: Proposal for HTM-N

To the La Crescent city staff, consultants, and council:

Please consider this proposal on behalf of my client, Ben Schieber Builders LLC for the purchase and development of the property known as Horse Track Meadows North, referred to herein as "HTM-N" (Houston County Tax Parcel No. 25.2229.000).

Upon selection of this proposal, my client is offering the purchase price of \$300,000, payable in cash, at an April 1, 2024 closing. Within 3 days of a fully executed purchase agreement, my client will deposit \$1,500 nonrefundable earnest money at Wieser Law Office. My client understands that he will also be liable for buyer's closing costs and prorated taxes as outlined in the draft Purchase Agreement.

The purchase price of \$300,000 was established using empirical research and a market analysis of sold vacant lots in the Horse Track Meadows development, as well as appreciation of property in La Crescent since the city's purchase of HTM-N in 2019. It is also a price that will allow us to sell the completed twin homes for an affordable price.

The plans for development are as follows: Ben Schieber Builders LLC will develop 5 two-unit buildings on the property per the city's approved plat map. Each unit will be ranch style construction between 1,600-1,700 square feet of finished living space with 3 bedrooms, 2 bathrooms, and a 2-car garage. The exterior of each unit will feature asphalt shingles, LP SmartSide siding and trim, concrete pathways & driveways, and landscaping to suit the needs of the property. The building located closest to Outlot A will be built on a slab. The other buildings will have full basements. This is the minimum square footage that my client is willing to construct per unit, so this proposal is contingent on a variance being granted allowing a 25-foot rear setback on all 10 units. All other construction plans comply with local zoning & building regulations.

My client estimates the cost of development, given the price of materials and my client's trusted subcontractors on the date of this proposal, to be \$250,000 per unit. Buyers will be given allowances for interior finishes to customize their new homes and can choose higher-end finishes at an increased price. The development of 8 units with basements and 2 slab-built units with various options for finishes and upgrades will allow us to appeal to a wide range of buyers and budgets. Families with children will be pleased with the possibility of additional living space in units with basements, while seniors will love the convenience and ability to age in place of the ranch style.

Allison Benish, REALTOR®, Certified Staging Expert
The Keystone Group at BHHS North Properties
828 Bridle Ln
La Crescent, MN 55947
abenish@bhhsnorthproperties.com
(608) 797-9918

After an April 1, 2024 closing, construction of the first building will begin before August 1, 2024. The construction timeline will be as follows: Construction on the second building will begin when the first unit has an accepted offer. After that, construction on subsequent buildings will begin when over 50% of in-progress units have accepted offers. (For example, construction on the second unit will begin when one unit has an accepted offer. Then, construction on the third unit will begin once three units have accepted offers, and so forth.) At an estimated construction timeline of 5 months per building, all five buildings will be complete by early 2026 at the latest (assuming units sell within a month of being listed for sale, which is the current average days on market in Houston County).

As you may know, Ben Schieber Builders LLC has an excellent reputation for high-quality construction in La Crescent and surrounding areas. The company has built over 75 custom-built homes for happy clients in the last 22 years, with an average timeline of 5 months per build from groundbreaking to move-in day. Ben is well-known for his meticulous building practices, attention to detail, and speed of construction. On an anecdotal note, many Horse Track Meadows residents have complimented him on the tidiness of his work sites—something that has been hard to come by in the neighborhood previously. It will be vitally important that construction of these buildings remains neat and unobtrusive given the location of the development across from the new Wieser Park pavilion and at the entrance to the neighborhood.

Taking a more managerial role in the project, I (Allison Benish, REALTOR®, Certified Staging Expert with Berkshire Hathaway HomeServices North Properties) will not only act as the listing agent for each unit but will also take an active role in making design choices, developing marketing materials, gathering each buyer's choices for the customizable finishes, and working with buyers' agents to set expectations on construction timelines and inclusions. Using my experience as both a REALTOR® and someone who recently purchased a twin home in Horse Track Meadows, I have vast knowledge of what buyers are looking for in the La Crescent community as well as the best way to manage a development project with multiple clients. There's no one better to sell the city of La Crescent and neighborhood of Horse Track Meadows to prospective buyers than a life-long La Crescent resident who has lived in the neighborhood for over 2 years! My involvement in this proposal does not require a broker commission to be paid for the purchase of HTM-N.

As a team, we believe that our proposal not only benefits the city with an estimated tax benefit of over \$57,000/year when all units are finished, but also through unrivaled quality of construction & materials and superior project management & communication. We look forward to building properties that are worthy of being situated across from the new Wieser Park and at the entrance of La Crescent's newest neighborhood!

Thank you for your time and consideration.

Sincerely,



Allison Benish, REALTOR®, Certified Staging Expert
The Keystone Group at BHHS North Properties

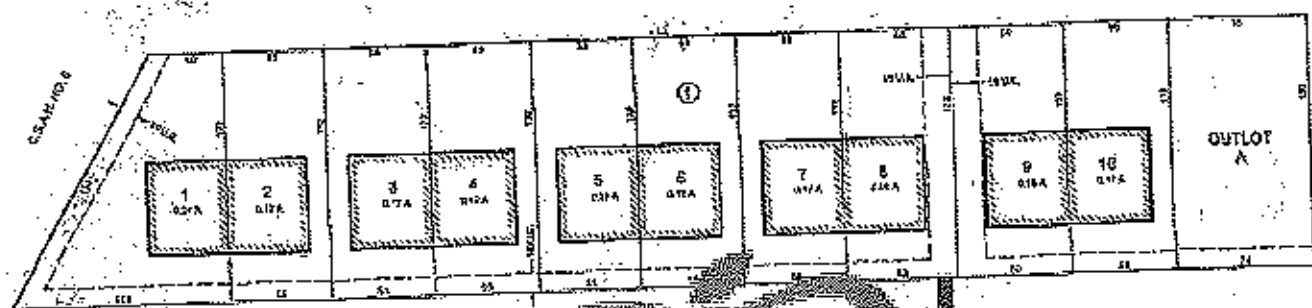
RFP for Horse Track Meadows North 1/25/23

Bluff Country L.C.
Mike Sefauer
5130 Cty 21
La Crescent Mn 55947

Phone 608 792 0479 #3
Email bluffcountrymn@gmail.com

BID PRICE \$450,000.00

1. Use - one level twin homes
2. Timing 2 Bldgs 4 living units Start Spring 2024 complete July 24
1 Bldg 2 living units Start Aug 24 complete Dec 24
2 Bldg 4 living units Start Spring 25 complete Fall 25
3. Find Enclosed Bldg Plans w/ Photos
4. Payment \$100,000 earnest money on Feb 15/2024
Balance in full at Closing March 15/2024
5. Benefits for the Buyer
 1. All one level, No Steps, garage house + patio
 2. Caters to aging in place as well as young families + single parents + Retired couples.
6. Benefit to the city
 1. Attractive Street appeal across from Wieser Park.
 2. Population growth, good for local business + the School District.
 3. Tax base of almost 4 million \$



LaCrescent
MINNESOTA

WIESER PARK

Growing from River to Ridge

**WIESER
BROTHERS**

General Contractor, Inc.

City of La Crescent, MN
Horse Track Meadows North
La Crescent, MN
January 4,

Wieser Brothers General Contractor, Inc.
200 Twilite Street, La Crescent, MN 55947
(507) 895-8903 | www.wieserbrothers.com



January 4, 2024

Mr. Bill Waller
City of La Crescent Administrator
315 Main Street
La Crescent, MN 55947

Dear Bill,

On behalf of Wieser Brothers General Contractor, thank you for the opportunity to respond to the Request for Proposals for the Sale of the Horse Track Meadows North land.

Wieser Brothers is a full-service general contractor specializing in turn key construction solutions for our clients. We employ 150 plus people and are fully bonded, licensed, and insured so you can be confident our work is in compliance with all State, Federal, and OSHA regulations.

Our projects consist of a variety of family housing units; similar to the scope of work for the Horse Track Land. A few local examples include: Oak Street Apartments and the Graf Housing Units in La Crescent, El Dorado subdivision in Arcadia, WI as well as the Flats Housing project in Holmen, WI. Our team is highly qualified in executing a development in accordance with all R-2 zoning and building regulations.

We are very interested in developing the property to benefit our community by providing new housing opportunities to all ages, adding to the city's tax base, and beautifying that area to suit the needs of the city and residents of La Crescent.

Thank you for the opportunity and please do not hesitate to reach out with any questions.

Respectfully yours,
Wieser Brothers General Contractor, Inc.

Jeff Wieser
President
jeffw@wieserbrothers.com
(507) 895.8903
200 Twillite La Crescent, MN 55947

Brian Wieser
Vice President
brianw@wieserbrothers.com
(507) 895.8903
200 Twillite La Crescent, MN 55947

COMPANY OVERVIEW



COMPANY HISTORY

Wieser Brothers is a family owned firm with Brian and Jeff Wieser as principal owners. Raised on a dairy farm with sixteen brothers and sisters, Brian and Jeff learned about hard work and honesty at a very young age. They began their construction career as apprentice carpenters with a local commercial contractor. Learning the trade through hands-on experience, they became journeyman carpenters and quickly progressed to job superintendents running multi-million dollar projects.

Captured by entrepreneurial spirit, Brian and Jeff formed Wieser Brothers General Contractor, Inc in 1994 with the desire to provide quality construction services at competitive prices. Since inception, the company has grown from 2 employees to over 150 with annual sales exceeding \$200 million. Wieser Brothers will be celebrating 30 years in business on April 1st, 2024.

PERSONAL ATTENTION,
RESPONSIVENESS,
COMPETITIVE PRICING, AND
HIGH-QUALITY EXECUTION



HEADQUARTERED IN LA CRESCENT, MN



150 TOTAL EMPLOYEES



SELF-PERFORMING CAPABILITIES:

- Concrete work
- Carpentry
- Steel Erection
- Metal Stud Work
- Plastering
- Masonry
- Mold Abatement

THE TRI-STATE'S LEADING
GENERAL CONTRACTOR



SAFETY FIRST

SAFETY PROGRAM

It is the policy of Wieser Brothers to strive for the highest standards pertaining to safety in the construction industry. "Safety 1st" is our slogan and is promoted from the top down.

- Assures compliance with Federal & State OSHA standards & regulations.
- Weekly safety meetings at jobsites.
- Quarterly safety meetings at WB shop.
- Annual employee safety meetings - latest information & training for all employees.

SAFETY GRANTS

Grant money is used to purchase additional, state-of-the-art safety equipment.

- \$20,000 Safety Grant from State of MN
- \$15,000 Safety Grant from State of MN

ABC STEP PLATINUM

Our attention to safety has rewarded us with an exemplary safety record.



A RECORD WE ARE PROUD OF



MISSION

DELIVER AN EXCEPTIONAL CONSTRUCTION EXPERIENCE BUILT ON INTEGRITY, PARTNERSHIP, AND EXCELLENCE, WHILE CARING FOR OUR EMPLOYEES, COMMUNITIES, AND ENVIRONMENTS.

VISION

BUILD OUR TEAM AND COMPANY TO BE THE INDUSTRY LEADER IN CONSTRUCTION, WHILE MAINTAINING OUR FAMILY-OWNED CORE VALUES.



Wieser Brothers was founded on three core values:

TRUST is the cornerstone of a Wieser Brothers project. The result of this is over 60% of our annual sales is repeat business from satisfied clients.

PARTNERSHIP is what drives Wieser Brothers because we are always looking out for the best interest in our clients plans, budget & schedule. Nearly 85% of our business is design/build, making Wieser Brothers an experienced leader in the most significant trends in design & construction today.

EXCELLENCE - the Wieser Brothers Advantage. Buildings constructed by Wieser Brothers come with a one-year guarantee, which is backed up with an eleven month walk-through to address product or subcontractor warranty issues or concerns.

**TRUST
PARTNERSHIP
EXCELLENCE**

IT IS OUR PEOPLE, DOING THE RIGHT THINGS, THE RIGHT WAY, EVERY DAY

Our people have been the foundation of our growth and success. Most of our employees came from other construction companies, because they were looking for a place to work where the focus is on teamwork, taking uncommon care of clients, and growing a construction company the right way.

The members of our team are **TRUE PROFESSIONALS** and include many individuals with undergraduate and graduate degrees in construction management, building sciences, and business administration. We also have team members who are United States Green Building Council LEED Accredited Professionals, Green Advantage Certified, or have received extensive safety training and are certified through the Occupational Safety and Health Administration (OSHA). Other individuals within our company have **VERY SPECIFIC SKILLS** and experience in building commissioning, sustainable construction consulting, and the virtual modeling of a building's design.

No matter what market segment, type of construction, or project size, there are one or more members of the Wieser Brothers team who have **THE RIGHT COMBINATION OF EXPERIENCE AND ABILITY** to exceed your expectations for cost control, schedule adherence, and quality workmanship.



SIMILAR COMPLETED PROJECTS

An aerial photograph of a large construction site, likely a highway interchange or bridge approach. The ground is covered with a grid of numerous circular markers, each containing a number. The markers are arranged in a systematic pattern across the site, indicating specific locations for construction or surveying. The background shows some trees and the edge of the project area.



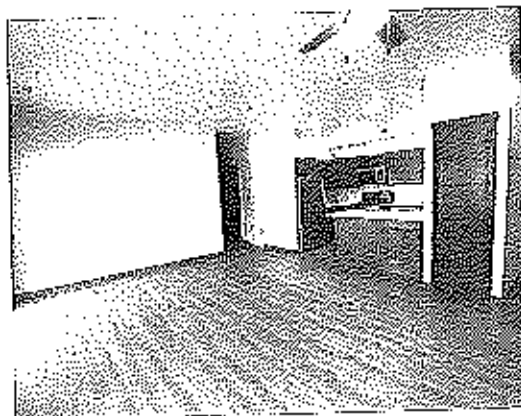
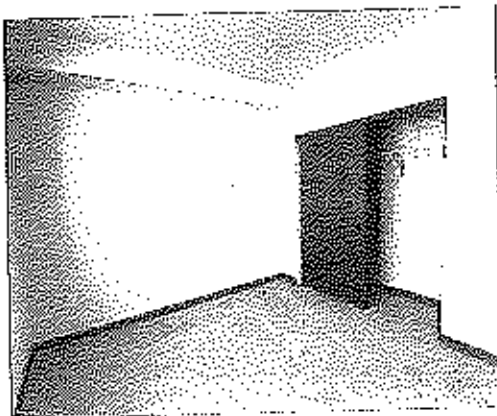
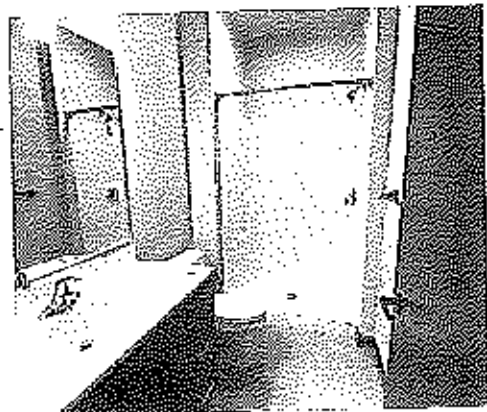
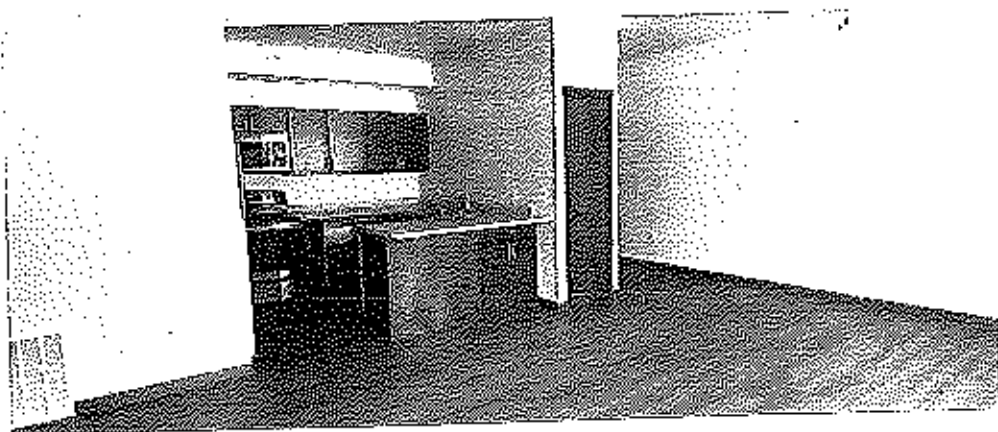
Oak Street Apartments

La Crescent, MN

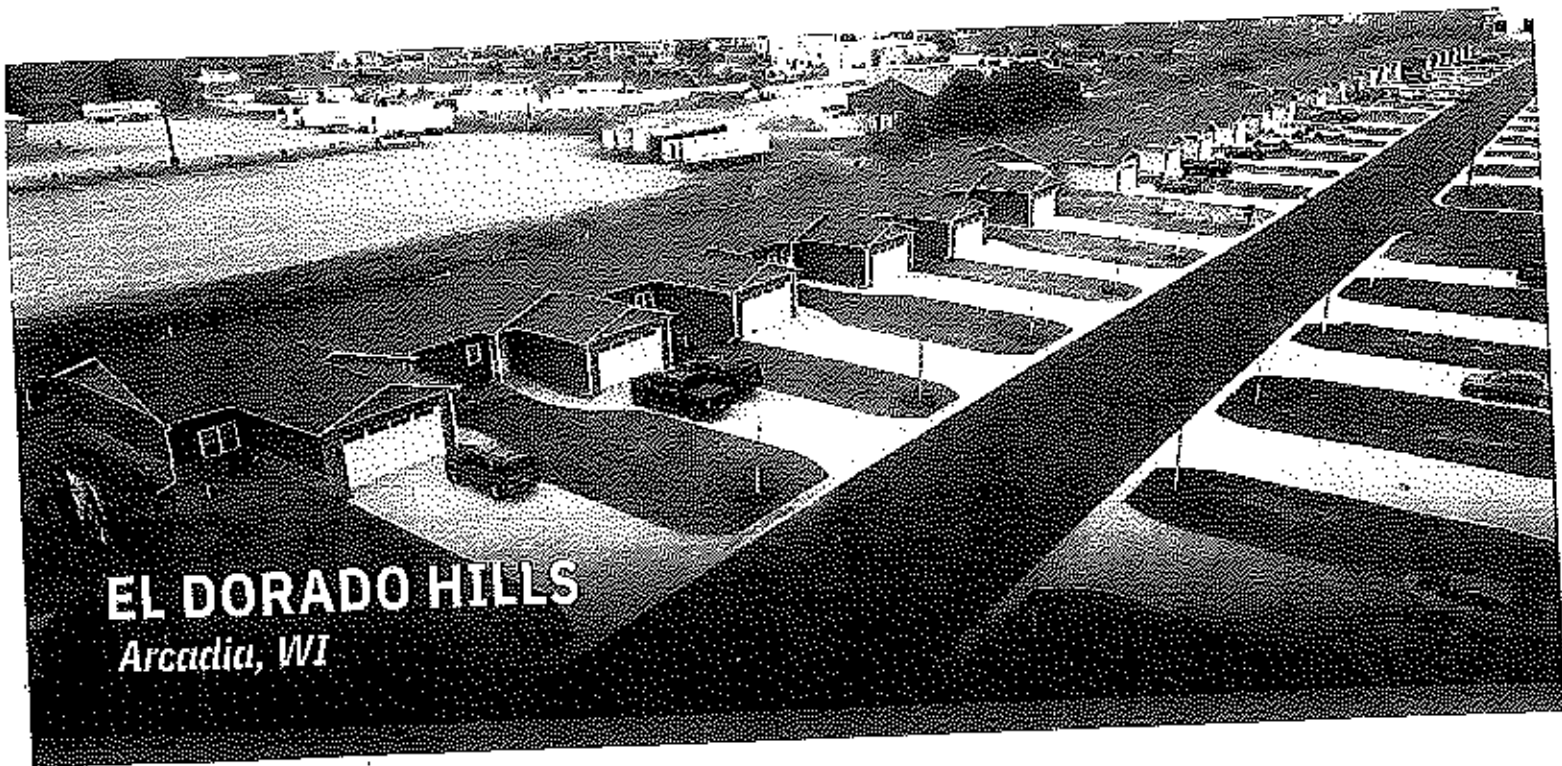
PROJECT DESCRIPTION

This 10,550 SF four (2) story structure features 8 apartment units, detached garages, and covered deck and patio space for each tenant.

The new construction project consists of concrete foundation, stone veneer, vinyl siding, shingle roof. In addition, the complex has a wet pipe sprinkler system.



WIESER BROTHERS GENERAL CONTRACTOR, INC.

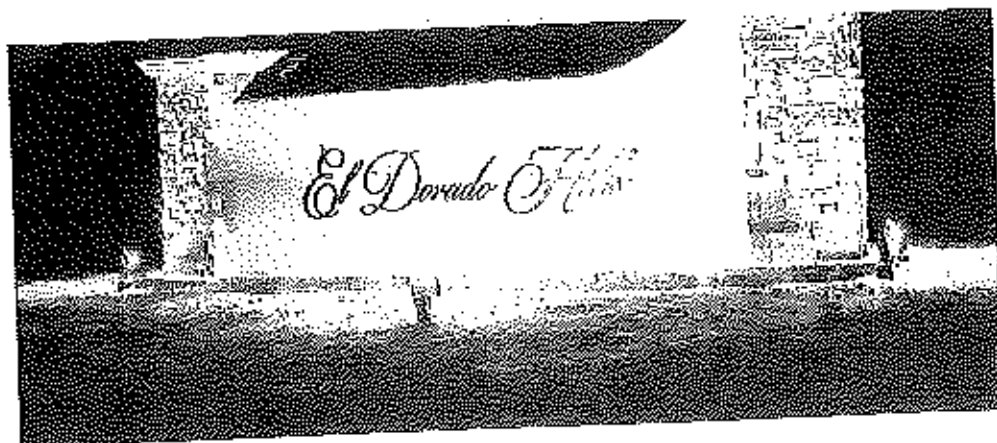
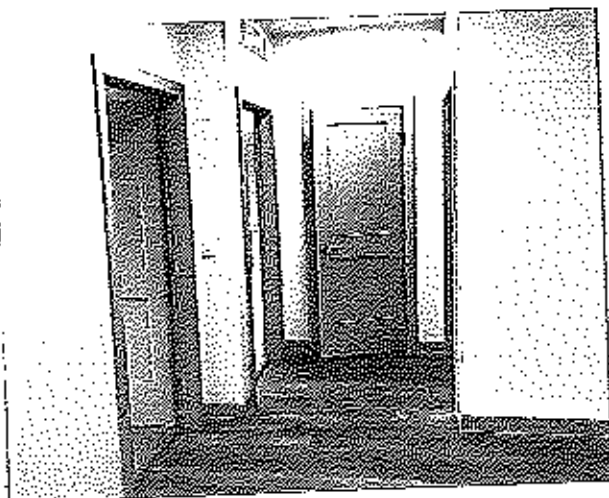
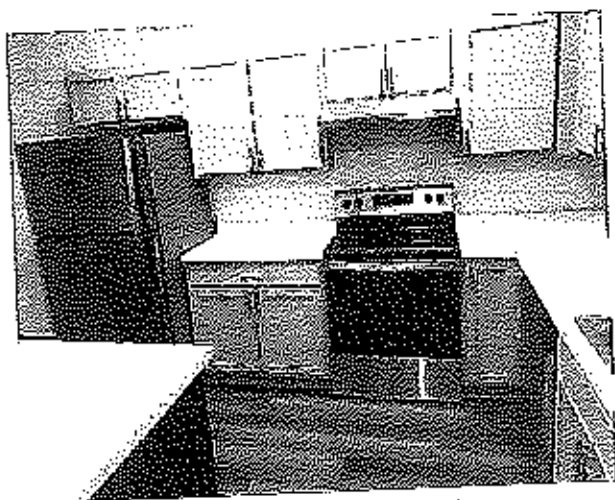


EL DORADO HILLS

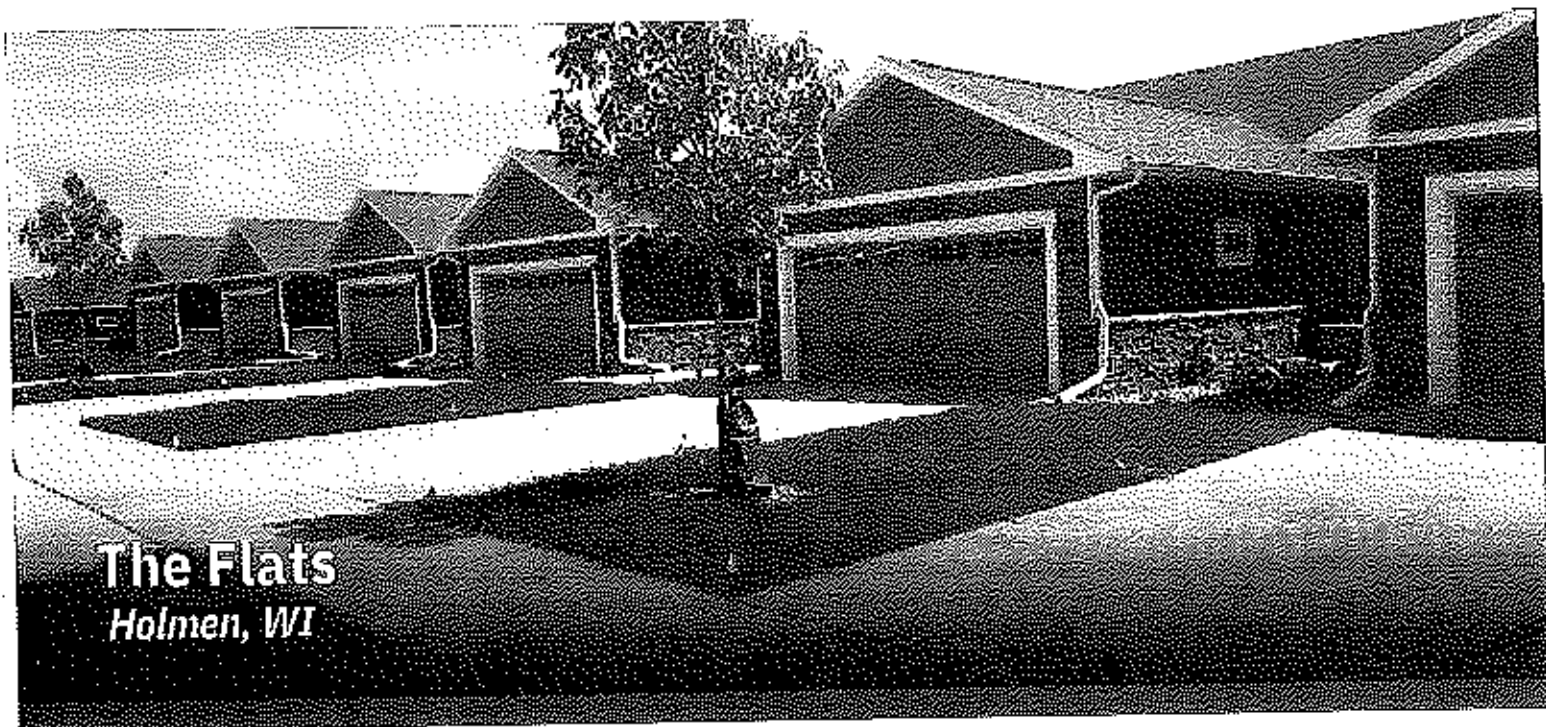
Arcadia, WI

PROJECT DESCRIPTION

The Eldorado Hills project consists of 8 single-story wood-framed 6-plexes totalling 93,024 square feet. Each unit has 3 bedrooms, 2 baths, and double garage.



WIESER BROTHERS GENERAL CONTRACTOR, INC.



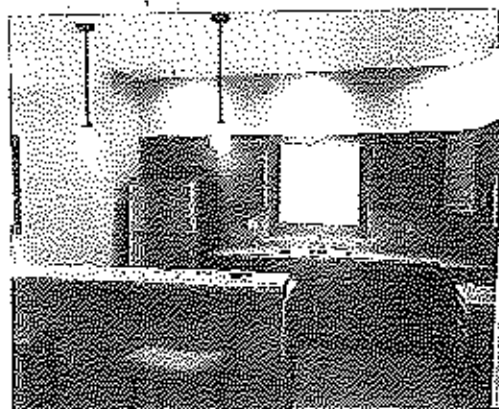
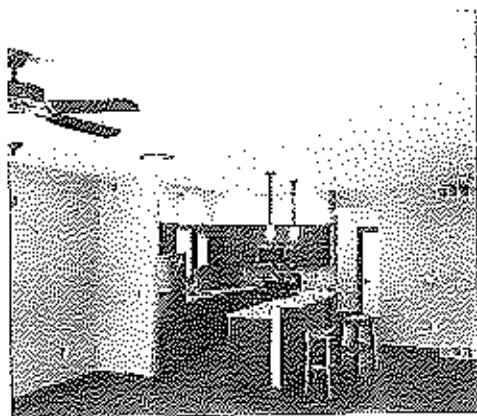
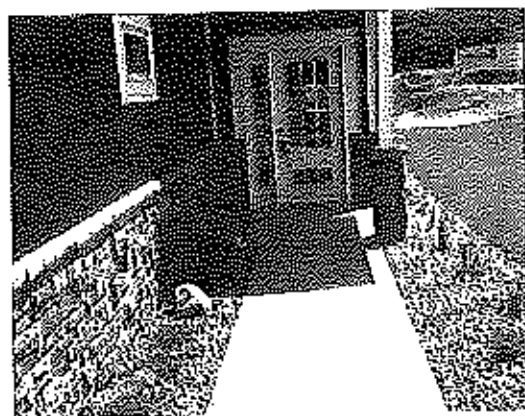
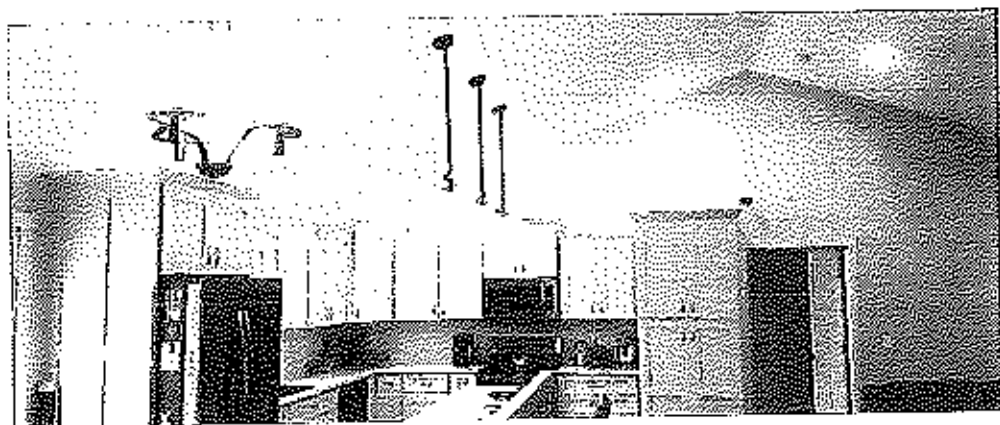
The Flats

Holmen, WI

PROJECT DESCRIPTION

This project consists of multi-family units in Holmen, WI. One building is a 7 plex and one is a 6 plex, totaling 23,865 SF with 8 two-story units and 5 one-story units.

Buildings are wood framed with a stone wainscoting, LP siding and asphalt shingles. All units contain individual mechanical, electrical and sprinkler system.



KEY PERSONNEL FOR PROJECT

MEET THE PROJECT TEAM

Wieser Brothers project team shares the same values and philosophy for leading the company and achieving its goals. They differ, however, in their individual strengths, knowledge, experience, and talents. This combination gives the company stability in all areas of business and leads to a culture focused on client needs.

Based on the scope of work, we have selected individuals according to their experience, familiarity to the project, leadership abilities, and commitment.

JEFF WIESER

Owner/President

EDUCATION:

Wood Techniques

Western Technical College - La Crosse, WI

Journeyman Carpenter Program

Western Technical College - La Crosse, WI

Project Management Course

Construction Estimating Institute - Minneapolis, MN

Dale Carnegie Training

La Crosse, WI

Jack Miller Training Seminars

Orlando, FL

EXPERIENCE:

1994-Present	Principal, Oversee Sales & Administration
1988-1994	Project Superintendent
1987-1988	Journeyman Carpenter
1983-1987	Apprentice Carpenter
1980-1983	Farmer

PROJECT RESPONSIBILITIES:

- Oversee all pre-construction and construction activities with weekly meetings and open communication with the project team
- Monitor project schedule and budget making sure commitments are being met
- Oversee daily management of project
- Work closely with owner, project architect, project superintendent, and subcontractors to ensure project stays on schedule and within budget
- Review bids, supervise contract administration, coordinate change orders, create project schedules, and oversee material acquisitions
- Manage office administration
- Supervise project close-out

AFFILIATIONS:

Catholic Charities Board of Directors
7 Rivers Region Alliance, Board of Directors
Associated Builders and Contractors of Minnesota
Associated Builders and Contractors of Wisconsin
Crucifixion Church Parish Council
Family & Children's Center Board of Directors
Greater La Crosse Area Chamber of Commerce, Board Member
Greater La Crosse United Way
La Crescent Chamber of Commerce
La Crescent Foundation
La Crosse Area Development Corporation
La Crosse Builders Exchange, Inc.
WWTC Foundation Board President
Riverfest Commodore

WIESER BROTHERS GENERAL CONTRACTOR, INC.

BRIAN WIESER

Owner/Vice President

EDUCATION:

Wood Techniques
Western Technical College - La Crosse, WI

Journeyman Carpenter Program
Western Technical College - La Crosse, WI

Construction Supervisor Course
Construction Estimating Institute - Minneapolis, MN

Dale Carnegie Training
La Crosse, WI

Healthcare Construction Certification
Eau Claire, WI

EXPERIENCE:

1994-Present	Principal, Oversee Field Operations
1993-1994	Project Superintendent
1992-1993	Journeyman Carpenter
1987-1992	Apprentice Carpenter
1986-1987	Residential Carpenter
1983-1986	Farmer

PROJECT RESPONSIBILITIES:

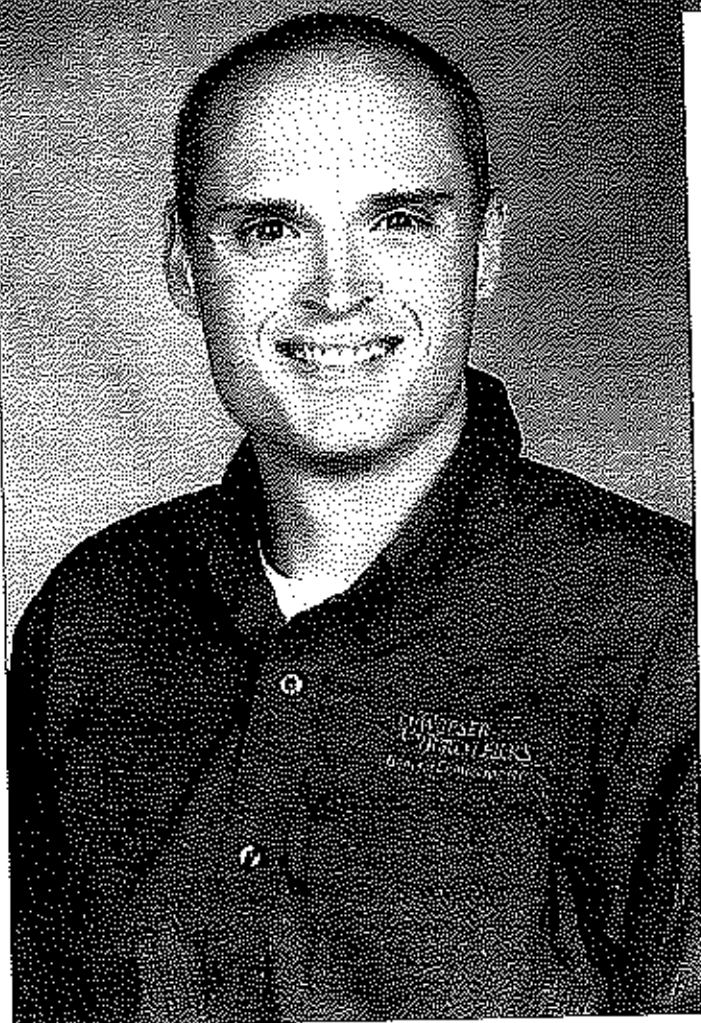
- Oversee safety and field operations
- Monitor quality control with regular jobsite visits
- Communicate regularly with VP of Field Operations on jobsite scheduling and progress
- Attend pre-construction meetings and regular progress meetings

AFFILIATIONS:

7 Rivers Region Alliance
A.B.C. of Wisconsin - Board of Directors
Associated Builders and Contractors of Minnesota
Associated Builders and Contractors of Wisconsin
Crucifixion School Board - President
Greater La Crosse Area Chamber of Commerce
Greater La Crosse United Way - Board Member
Gundersen Medical Foundation - Grant Allocations Committee
La Crescent Chamber of Commerce
La Crosse Area Development Corporation
La Crosse Builders Exchange, Inc.
U.S. Green Building Council - Business Member
Western Technical College Wood Techniques Advisory Board

BRIAN PINNOW

Vice President of
Pre-Construction



EDUCATION:

Bachelor of Science - Construction Management
University of Wisconsin-Stout - Menomonie, WI

10-Hour OSHA Training
ABC of Wisconsin

Dale Carnegie Training
La Crosse, WI

LEED Accredited

EXPERIENCE:

2020-Present	VP of Pre-Construction
2005-2020	Project Manager
2004	Assistant Project Manager
2001	Estimator Intern

16 YEARS OF SERVICE

PROJECT RESPONSIBILITIES:

- Oversee estimating department and work directly with Chief Estimator.
- Manage pre-construction and estimating (from bid to job start to completion).
- Ensure every project is on time and quality per the contract.
- Ensure all jobs meet budget goal without profit fade.
- Manage Project Managers and Project Engineers.
- Measure performance of Estimating, Project Managers, and Project Engineers for employee review process.
- Ensure consistency in all employee's performance based on company standards.
- Hold monthly or weekly project review meeting with each project manager and project team to enforce and review:
 - Executed vs. Non-executed subcontracts and PO's log.
 - Monitor PM software is implemented, used correctly and updated regularly.
 - Attend project turnover meeting and review: value-engineering, production plan, safety plan.
 - Monitor progress of project up to final contract.

AFFILIATIONS:

Construction Advisory Committee
University of Wisconsin-Stout

ANDREW SCHLIFER

Senior Estimator

EDUCATION:

Bachelors of Science
Major: Construction Management
Minor: Business Administration
University of Wisconsin-Stout - Menomonie, WI

Associates Degree - Carpentry
Southeast Technical College - Winona, MN

Dale Carnegie Business Associate Class
La Crosse, WI

Star Building Systems - Basic Builder's School
Oklahoma City, OK

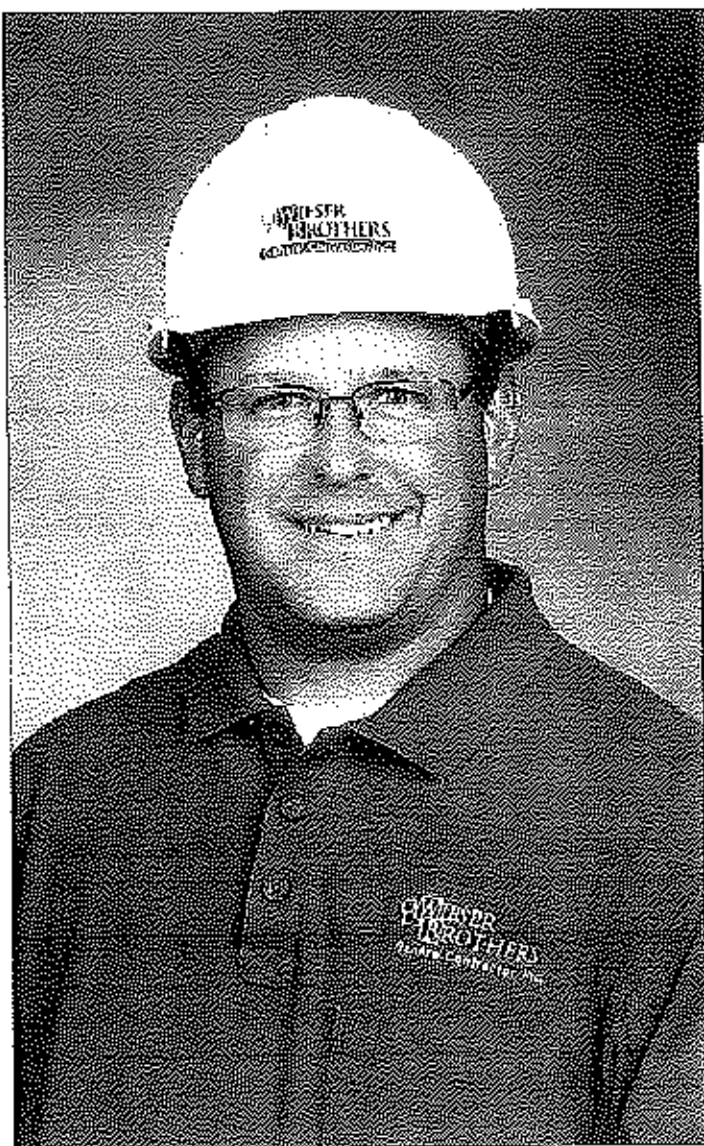
EXPERIENCE:

2020-Present	Senior Estimator
2010-2020	Project Manager/Estimator
2007-2010	Concrete Laborer/Carpenter

13 YEARS OF SERVICE

PROJECT RESPONSIBILITIES:

- Projects and controls construction costs by collecting and studying information; controlling construction costs.
- Obtains bids from vendors and subcontractors by specifying materials; identifying qualified subcontractors; negotiating price.
- Work closely with owner, project architect, project superintendent, and subcontractors to ensure project stays on schedule and within budget.
- Review bids, supervise contract administration, coordinate change orders, create project schedules, and oversee material acquisitions.



MARK JENNINGS

Vice President of
Field Operations

EDUCATION:

Wood Techniques
Western Technical College - La Crosse, WI

Journeyman Carpenter Program
Western Technical College - La Crosse, WI

Construction Supervisor Course
Construction Estimating Institute - Minneapolis, MN

10-Hour OSHA Training
ABC of Wisconsin

Dale Carnegie Training
La Crosse, WI

EXPERIENCE:

2020-Present	VP of Field Operations
1999-2020	Project Superintendent
1997-1999	Journeyman Carpenter
1995-1997	Apprentice Carpenter

28 YEARS OF SERVICE

PROJECT RESPONSIBILITIES:

- Consult with Construction Dispatcher on weekly/monthly schedules
- Oversee all field operations, including training, hiring, development and overseeing senior and project superintendents
- Ability and availability to travel to jobsites, and attend meeting and functions outside of typical business hours
- Participate in jobsite pre-construction meetings
- Manage and provide leadership for safety and environmental programs
- Monitor job activity, quality reporting, forecasting, and productivity
- Supervise and mentor other superintendents, foremen, and field personnel
- Implement and monitor the construction plan per job, including scheduling and logistics
- Complete field administration duties including efficiency with purchasing equipment
- Consult with Purchasing Agent when purchasing construction tools needed in the field
- Oversee the construction projects from start to finish
- Schedule work and consult with Construction Dispatcher on placement of field employees.
- Train and supervise field team members
- Ensure that construction activities move according to predetermined schedule

AFFILIATIONS:

Carpentry Advisory Board
Western Technical College

BRENT THESING

Safety Director

EDUCATION:

Wood Techniques
Western Technical College - La Crosse, WI

Construction Quality Management for Contractors (CQMC)
140 Hour Construction Safety Health Certificate
132 Hour OSHA Occupational Safety and Health Professional Certificate
30 Hour OSHA Construction Safety & Health Certified
ERail Safety Certified
CN On-Track Certified
Occupation Safety & Health Trainer
First Aid/CPR/AED/BBP Certified
MSHA 40 Hour Certified
Confined Space Competent Person
40 Hour HAZWOPER
Fall Safety Competent Person
Training on OSHA Silica Compliance & Respirator Program Compliance

EXPERIENCE:

2018-Present	Safety Director
2016-2018	Safety Manager
2006-2016	Production Manager

5 YEARS OF SERVICE

PROJECT RESPONSIBILITIES:

- Monitor and assess hazardous situations and develop measures to ensure personnel safety.
- Effectively communicate occupational safety standards and laws to employees and supervisors through training, meetings, and new employee orientations.
- Hold safety training quarterly for all employees.
- Conduct Monthly Safety Committee meeting with committee members made up of Field and Office employees.
- Performing and documenting site inspections and inventory.
- Extensive knowledge of the OSHA standards and Compliance requirements
- Monitor all site safety operations including sub-contractor management
- Assist with making any required changes to site safety policies and procedures.
- Work with onboarding new hires, and getting them through site orientation and new hire paperwork completed and turned into Human Resources.
- Work with Project managers on new bid items with safety needs and document submittals.
- Weekly Project meetings
- Weekly client coordination meetings
- Conduct accident and Close call investigations
- Assist with any OSHA visits on both the Compliance and the Consultation side
- Submit and track OSHA recordings throughout the year
- Order safety Equipment as needed
- Ensure Company Policies are being followed throughout all jobsites and doing corrective actions when non-compliant.



ACTION PLAN:

CONSTRUCTION COST ESTIMATE

TIMELINE

PURCHASE PRICE

WIESER BROTHERS GENERAL CONTRACTOR, INC.

Horse Track Meadows North

Construction Cost Estimate:

\$275,000 Per Unit

Timeline:

Wieser Brothers will begin construction early Spring, building one unit at a time, moving onto the next unit after each completion.

Purchase Price:

\$45,069 Per Lot. 10 Total Lots = \$450,690



City of La Crescent, Minnesota
Request for Proposals
Sale by City of Real Property
Horse Track Meadows North (25.2229.000)
Proposal Submission Deadline: January 4, 2024

Introduction and Overview:

The City of La Crescent (the "City") is exploring the potential sale and development of real property owned by the City located at the intersection of Trifecta Avenue and County Road 6 in the City. The property consists of Houston County Tax Parcel No. 25.2229.000. On September 11, 2023, the City approved a ten (10) lot plat for Horse Track Meadows North ("HTM-N"). The property has a current zoning classification of R-2. A copy of the plat of HTM-N and grading and utility plans are posted on the City's website at www.cityoflacrecent-mn.gov/ or can be obtained by contacting the City at the information below.

At this time, the City is considering selling the Property to benefit La Crescent taxpayers through the Property purchase price, but also the tax base proposed to be added. The Property will not be sold for speculative purposes. Proposals will be evaluated on a number of factors, including but not limited to:

1. The purchase price offered for the Property.
2. Quality of development offered in the Property proposal.
3. Compliance with City Zoning Requirements including setbacks, driveway, building design, landscaping, etc.
4. Proposed cost of construction.

Please note that the property shall be used for construction of two-family dwelling units.

The City will accept proposals until 4:00 p.m. on January 4, 2024 (the "Due Date").

The City reserves the right to waive any irregularity or defect in any submission, request clarification or additional information regarding Proposals, to cancel this RFP, and to reject any and all Proposals, reject parts of Proposals, and negotiate modification of Proposals at its sole discretion for purposes of finalizing and executing a purchase agreement. The City shall assume no liability for expenses incurred by a Bidder in replying to this RFP.

RFP Timeline:

- November 13, 2023: Approval Date
- January 4, 2024: Proposals due by 4:00 p.m. Submit to bwaller@cityoflacrecent-mn.gov or deliver to City Hall at 315 Main Street, La Crescent, MN in an envelope labeled "HTM-N".
- January 22, 2024: Proposals reviewed by La Crescent City Council. NOTE: If the City Council elects to proceed with a proposal such decision will be subject to the negotiation and execution of a satisfactory purchase agreement.

Proposal Packages must include:

- Proposed developer name, address, contact information and key personnel in the proposed project.
- Proposed development plan narrative outlining the proposed use of the Property, timing of development completion, demonstration of use compatibility with R-2 zoning and building regulations.
- An offer of payment for the Property including all payment terms and earnest money/down payment amount.
- A statement indicating how your Proposal represents the highest price and/or highest value to the City in terms of direct or indirect financial, economic, or community benefits, including aging in place opportunities.
- Bidder's background and summary of similarly completed projects.
- Detailed Action Plan
 - ♦ Construction cost estimate
 - ♦ Timeline; For construction of all units. Construction must commence within four (4) months of signed purchase agreement.
 - ♦ A draft purchase agreement can be obtained by contacting the City Administrator, Bill Waller, at the contact information below.

Please review the evaluation criteria when responding. Failure to provide any of the above requested information may result in disqualification of Proposal. The City reserves the right to request additional information pertaining to the Proposal Package or any other matters related to the Request for Proposal.

Method of Award and Selection Criteria

Complete responses to the RFP will be evaluated by City staff and consultants. City staff and consultants may make a recommendation to the City Council. Responses will be reviewed by the City Council and upon approval, the City Council will enter into a purchase agreement.

The selection criteria will include, but not be limited to, the following:

- Completeness of the Proposal Package.
- Proposal recognized the highest value to the City.
- Proposal meets or exceeds standards of Zoning Regulations.
- Proposal timing is achievable and favorable.

Terms and Conditions

Bidders shall be responsible for their own due diligence in preparing a Proposal. No representation or warranty is made by the City with respect to the condition of the Property, the suitability of the Property for a Bidder's potential use or the information provided herein.

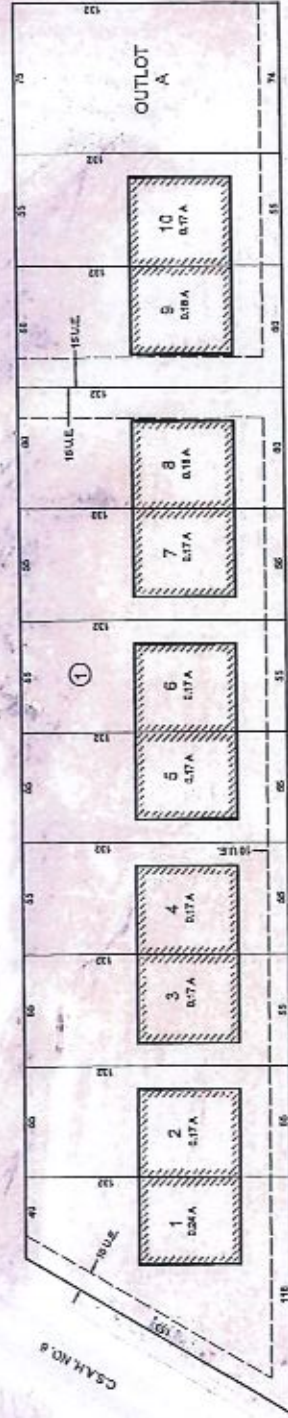
1. Bidders shall be responsible for the accuracy of the information they provide to the City

in connection with this RFP.

2. The City Council reserves the right to reject any and all Proposals, to waive any irregularities or defects in any Proposal, to issue additional RFPs, and to either substantially modify or terminate the proposed sale at any time prior to final execution of a Purchase Agreement.
3. The City shall not be responsible for any costs incurred by a Bidder in connection with the preparation, submission or presentation of its Proposal.
4. Nothing contained herein shall require the City to enter into exclusive negotiations with any Bidder and the City reserves the right to amend, alter and revise its own criteria in the selection of a Bidder without notice.
5. The City reserves the right to request clarification of information submitted in a Proposal and to request additional information from any Bidder.
6. The City will not accept any Proposal after the time and date specified in this RFP.
7. The City Council retains the sole discretion in the selection of a successful Proposal, if any.
8. Upon selection of a Proposal, the City shall enter into negotiations with the successful Bidder for a Purchase and Development Agreement with terms and conditions acceptable to the City. Until the execution of the contract, the City is under no obligation to sell the Property and it reserves the right to cease negotiations at any time and retain the title to the Property. A draft purchase agreement is attached. Purchase and Development Agreement will provide that all cost associated with utility installation will be responsibility of Buyer (Bidder).
9. HTM-N is currently not charged real estate taxes. Bidder is responsible for contacting Houston County Assessor regarding future property tax obligation.
10. Proposals received will become a matter of public record.
11. Outlot A of the Plat of Horse Track Meadows North is not included.

Bill Waller
City of La Crescent Administrator
(507) 895-2595
bwaller@cityoflacrecent-mn.gov
315 Main Street
La Crescent, MN 55947

HORSE TRACK MEADOWS NORTH

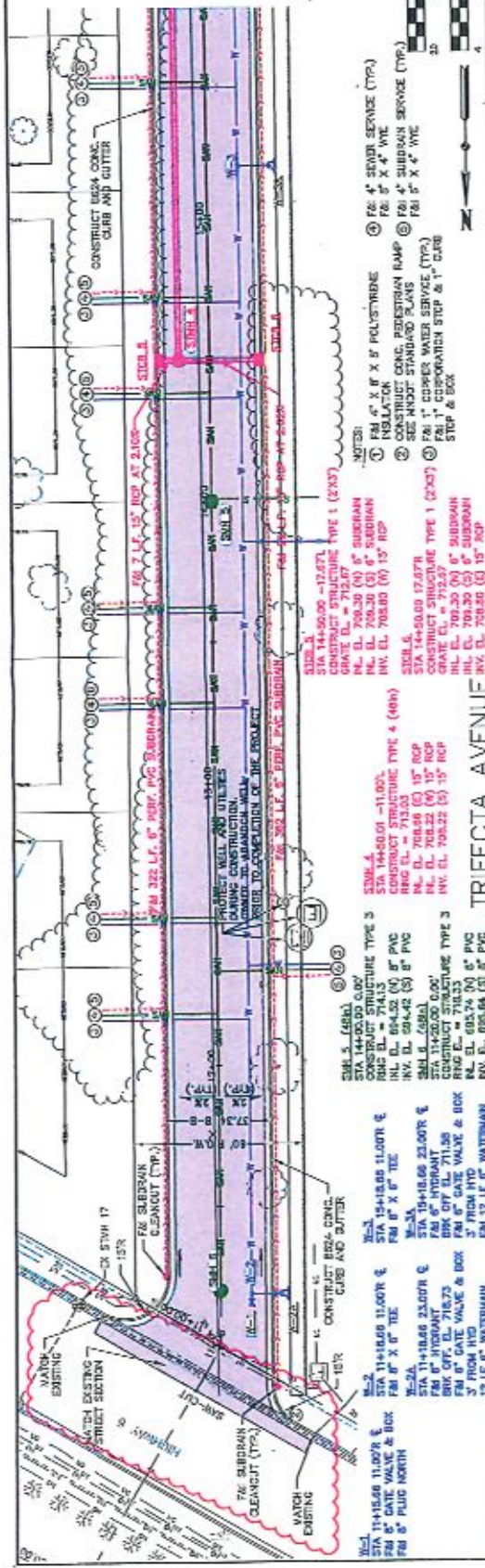


Pp1-TRIFECTA AVENUE
HORSE TRACK MEADOWS
LA CRESCENT, MINNESOTA
2020

NT, MINNESOTA
2020

Timothy J. Devine
 5/6/20
 Thomas H.
 44950

works

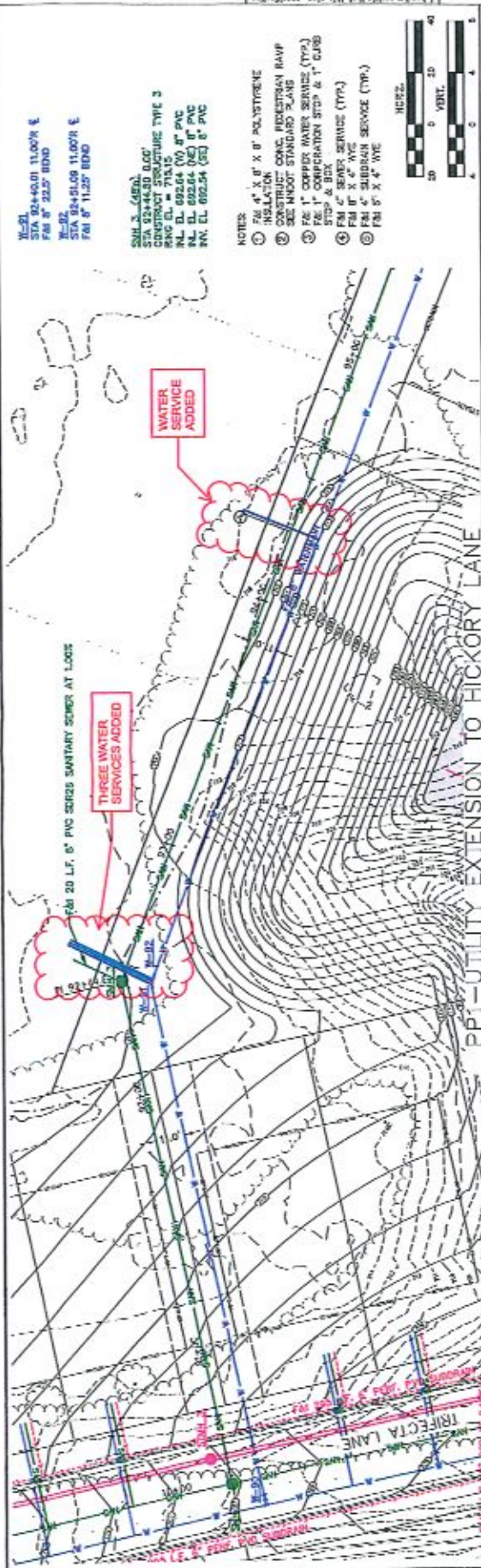
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SCALE	AS SHOWN
WATER PUMP LOT NO.	
OWNER	
DATE	
CREATED BY	
APP	

PP1-UTILITY EXTENSION TO HICKORY LANE
HORSE TRACK MEADOWS
LA CRESCENT, MINNESOTA
2020

REVISIONS	DATE	BY

Timothy A. Hawks
 3/30/20
 License No. 44320
 under the laws of the State of Minnesota.
 I am a duly Licensed Professional Engineer
 and I am duly licensed and qualified to perform
 the duties of a Professional Engineer under
 the laws of the State of Minnesota.
 I am duly Licensed and qualified to perform
 the duties of a Professional Engineer under
 the laws of the State of Minnesota.

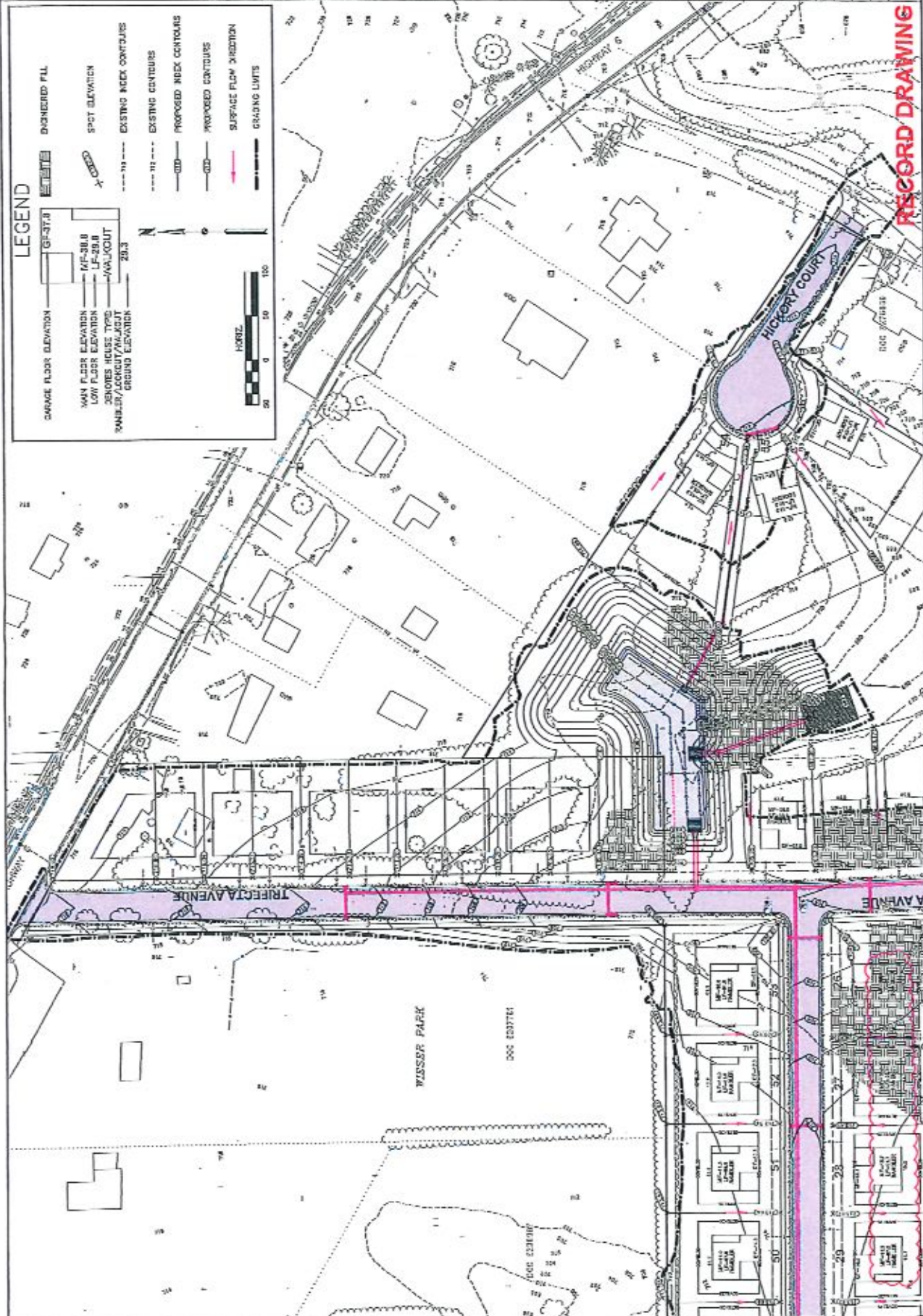


GRADING PLAN NORTH

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under the laws of the State of Minnesota.
my debt personal expenditure and that I
at effort was prepared by me or under
a certain amount and not to be paid
5/14/70
Tracy A. Hovak
5/14/70
44430

WPKS



3.2



MEMORANDUM

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

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

DATE: December 28, 2023

RE: Sanitary Sewer to Serve Crescent Hills –
Amendment No. 1

The City has been contemplating annexation of portions of Crescent Hills and hired WHKS on October 10, 2023 to complete a feasibility study for options to serve the area with sanitary sewer. As options have been evaluated for sanitary service, the need to determine presence of bedrock has become important. Presence of bedrock will affect the cost of the project and proactively identifying locations of concern will result in a more accurate estimation of project costs.

WHKS has received a quote for completion of geotechnical investigation from Chosen Valley Testing, Inc. in the amount of \$5,864.00.

Recommendation

We recommend that the City approve the attached WHKS Amendment to proceed with geotechnical investigation through Chosen Valley Testing in the amount of \$5,864.00.



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **City of La Crescent** (Client) and **WHKS & Co. (WHKS)** executed a Professional Services Agreement dated **October 10, 2023** for certain engineering services for **Feasibility Study of Crescent Hills Sanitary Sewer** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Geotechnical Exploratory Investigation** design services for the **Feasibility Study of Crescent Hills Sanitary Sewer** as described in more detail below, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Scope of Services

WHKS shall perform the following additional described services for the Client:

- Obtain 17 borings along the project route. The borings will be drilled to depths of 12 feet or auger refusal.

Basis of Compensation

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

Lump Sum Fee of \$5,864.00 including Expenses.

Executed this _____ day of January 2024

City of La Crescent

By: _____

Printed Name: Bill Waller

Title: City Administrator

WHKS & co.

By: _____

Printed Name: Timothy A. Hruska

Title: Vice President

3.3



MEMORANDUM

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

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

DATE: January 18, 2024

RE: Miller's Corner Trail Feasibility Study

The City of La Crescent received a \$30,000 grant for technical assistance to prepare a feasibility study for the extension of a shared use path from South 14th Street to Miller's Corner from MnDOT. The feasibility study will also provide potential IIJA discretionary funding that the City can pursue in the future to fund the project. WHKS will work with MnDOT finalize the force account procedure for the City to receive reimbursement for funds expended on this project. The attached agreement is for the feasibility study.

Recommendation

We recommend that the Council approve the attached WHKS Agreement to proceed with the feasibility study in the amount of \$29,500.



PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **Miller's Corner Trail Feasibility Study**.

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

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

Basis of Compensation

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

Items 1,3 - Billed Hourly with an Estimated Fee of \$29,500. Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent.

Executed this _____ day of January, 2024

City of La Crescent

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: _____

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

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project Description

The Project consists of a feasibility study for the extension of a shared use trail adjacent to Highway 16 between South 14th Street in La Crescent and the intersection of Highway 16 and Highway 26 (Miller's Corner). The City completed and approved a corridor plan for this section of trail in December 2023. The purpose of this study is to further evaluate the feasibility of the recommended route from the approved plan. This will include coordination with MnDOT and CPKC Railroad. The project will also evaluate potential IIJA discretionary funding that the City can pursue to fund the future project. The focus will be determining what type of funding is available for this scope of project.

B. Scope of Services Provided Under This Agreement:

- 1. Project Management and Meetings**
 - Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
 - Hold kick-off meeting with Client to discuss the project and review the scope.
 - Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
 - Attend two (2) meetings for the project.
- 2. Topographic Survey and Research of Existing Conditions – not included in services**
- 3. Feasibility Study**
 - Prepare a feasibility study for trail improvements. The report will include the following:
 - i. Summary of existing conditions
 - ii. Recommendations of trail section, retaining walls needed, bridge modifications, required permits and anticipated schedule.
 - iii. Wetland delineation is not included in the scope of this project
 - iv. An Engineer's Opinion of Probable Construction Costs
 - Provide one (1) bound copy of the report.

C. Special Engineering Services:

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

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition

4. Special assessment assistance
5. Permits other than those identified above
6. Floodplain and hydraulic/hydrologic modeling
7. Geotechnical design/recommendations
8. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
9. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
10. Structural evaluation and/or design
11. Bridge aesthetics
12. Attendance at additional meetings (other than those listed above)
13. Preliminary and final design, and construction phase engineering services, including plan preparation, construction administration, staking, construction observation, preparation of record drawings and project close-out services

3.21



MEMORANDUM

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

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

DATE: January 18, 2024

RE: Pine Creek Restoration, Phase 1

The City of La Crescent received a \$500,000 MN DNR Conservation Partners Legacy (CPL) grant for restoration of 3,000 linear feet of Pine Creek near the Pine Creek Golf Course. Preliminary plans were completed as part of the CPL grant application in 2023. The attached agreement is for WHKS to complete final design plans and specifications, environmental permit applications and associated agency coordination, and bidding assistance.

Recommendation

We recommend that the Council approve the attached Professional Services Agreement final design, environmental permitting, and bidding services in the amount of \$60,000.



PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **Pine Creek Restoration, Phase 1.**

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

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

Scope of Services

WHKS shall perform the following described services for the Client:

Design, environmental permitting, and bid phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

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

Items 1-4 – Billed Hourly with an Estimated Fee of \$60,000. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

Permit fees to be paid by the Client.

Executed this _____ day of January 2024

City of La Crescent, MN

WHKS & CO.

By: _____

By: _____

Printed Name: Bill Waller

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

Title: City Administrator

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project Description

The goal of this project is to restore fish habitat, stabilize banks, enhance wetland habitat, and incorporate native plantings along 3,000-feet of Pine Creek in Houston County, Minnesota. The proposed restoration work is located on City property between the Pine Creek Golf Course and County Road 6. This project is being partially funded through the MN Department of Natural Resources (DNR) Conservation Partners Legacy (CPL) Grant program. A preliminary design plan was developed in 2023 as part of the grant application process. This phase is to complete final design plans and specifications, environmental permit applications and associated agency coordination, bidding oversight, and construction administration and observation.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, preparation of invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold virtual kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Section C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend two (2) meetings for the project.

2. Stream Assessment, Topographic Survey and Research of Existing Conditions

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.
- Conduct a stream survey, including stream thalweg profile, stream water surface profile, identification of run-riffle-pool features, three representative riffle cross sections, three representative pool cross sections, and riffle pebble counts.
- Conduct a bank assessment to determine bank erosion hazard index and near-bank stress based on bank slope, vegetative cover, and root depth (known as BANCS).
- Develop project control and base map for the project.
- Locate existing underground utilities through the Gopher State One Call system.
- Collect, obtain and review relevant information from the Client.

3. Final Design

- Determine bankfull elevation and velocity based on collected field data to support design of in-stream features and bank grading.
- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. The project will be designed in accordance with the applicable Natural Resources Conservation Service (NRCS) practice standards.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP).

- Prepare opinion of probable construction cost for completed plans and specifications.
- Prepare forms of advertisement for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Furnish signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web-based plan room.
- Answer contractor questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.

4. Environmental Permitting

- Coordinate and attend one (1) virtual pre-permit application Technical Evaluation Panel (TEP) meeting to discuss potential permitting requirements with representatives from Houston County, Department of Natural Resources (DNR), Board of Water and Soil Resources (BWSR), Minnesota Pollution Control Agency (MPCA), and US Army Corps of Engineers (USACE).
- Delineate wetlands within the study area using field and desktop data. The delineation will be done according to the *1987 Corps of Engineers Manual and Midwest Regional Supplement*.
- Collect and review available data that could aid in the delineation of wetlands. These data may include historical aerial photography, soil maps, existing wetland maps, and various Geographic Information System (GIS) data sets.
- Perform a field investigation for the purposes of delineating wetlands within the project study area. Information to be collected will include plant community composition and cover, presence or absence of wetland hydrology and indicators, and hydric soil characteristics.
- Prepare a wetland delineation report. The report will include appropriate maps/aerial photos of the project area, existing wetland and soils maps, a map of the project area overlaid with the delineated wetlands (wetland boundary map), and copies of the field investigation forms. The report will include a discussion of the likely regulatory requirements based upon the delineation outcomes and the Client's proposed future land use. The wetland delineation report will be submitted to the Houston County TEP for approval.
- Attend one (1) on-site TEP meeting.
- Perform hydraulic modeling of the stream corridor in support of state and local floodplain permitting requirements for the project. Modeling will be completed using HEC-RAS software.
- Prepare a cover letter summarizing hydraulic modeling results, compile electronic copies of hydraulic model files, and prepare a no-rise certification.
- Prepare and submit joint permit application package to the MN DNR and USACE.
- Prepare and submit an antidegradation assessment to MPCA for 401 Water Quality Certification.
- Coordinate with agency representatives during permit review.

A detailed scope of services and fees will be submitted to the City of La Crescent before completion of the following items:

5. **Construction Administration**

6. **Construction Observation**

C. Special Engineering Services:

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

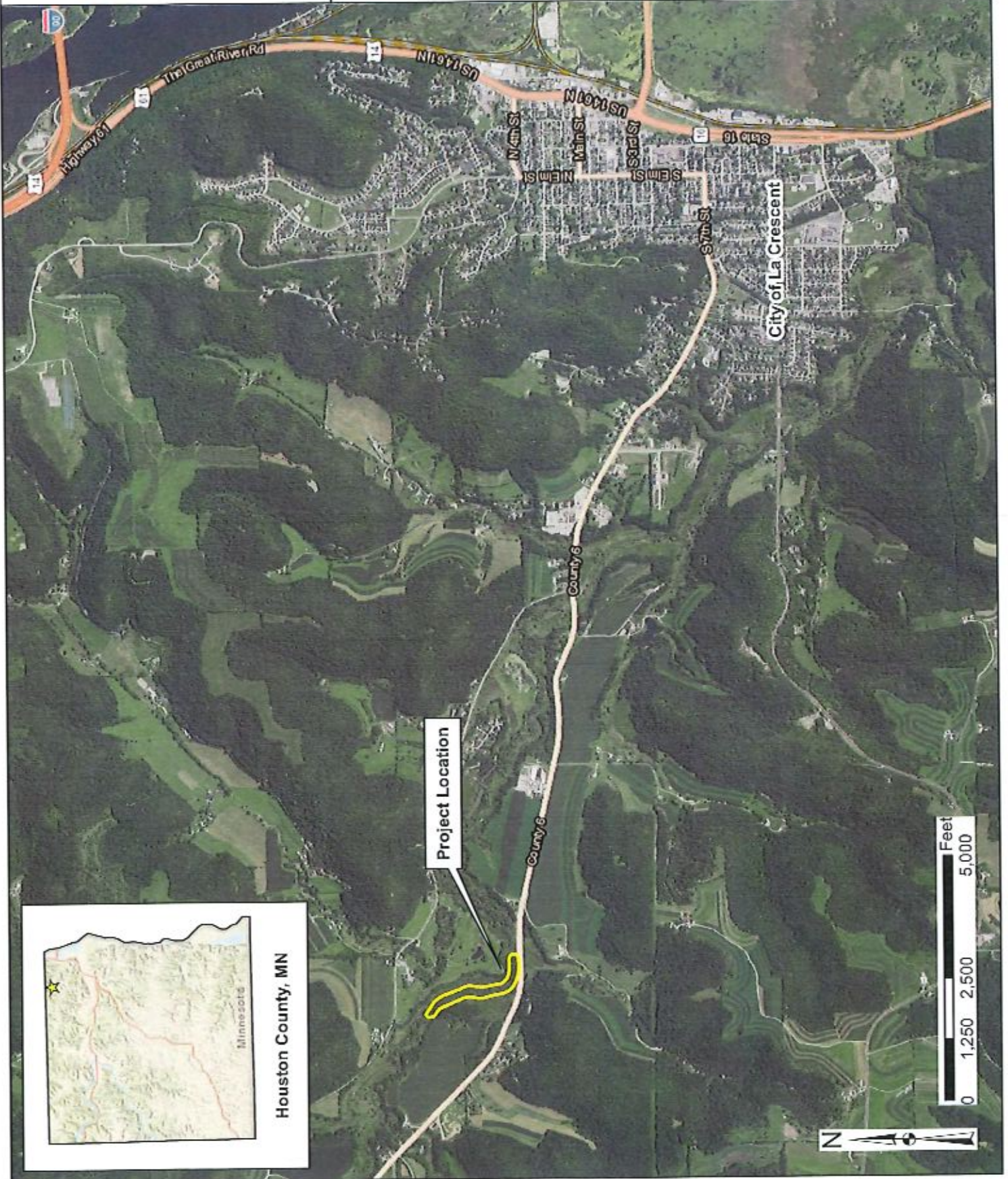
Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Wetland mitigation plans
9. Geotechnical design/recommendations
10. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
11. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
12. Attendance at additional meetings (other than those listed above)

Pine Creek Stream Restoration
La Crescent, MN

Project Location

whks
engineers + planners + land surveyors



Pino Creek Stream Restoration
La Crescent, MN

Project Limits

engineers + planners + land surveyors

whks



Legend

Project Limits

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as Instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised: 02/23/07

Revised: 04/29/09

STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
«Organization_Name»/ «Project_Name»

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and «Organization_Name», «Fiscal_Street_Address_1», «Fiscal_City», «Fiscal_State» «Fiscal_Zip_Code» ("Grantee").

Recitals

1. Under Minnesota Laws 2023, Regular Session, Chapter 40, Article 1, Section 2, Subd. 5(w), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. «Recital»
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

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

State's Duties

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

3 Time

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

4 Project Requirements

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

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

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

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

4.4. Restoration and Management Plan. Hereinafter known as R&M Plan.

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

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

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

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

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

4.8 *Revenues.* Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

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

6 Consideration and Payment

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

(a) ***Compensation.*** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) ***Travel Expenses.*** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$«Travel_instate_Grant»; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$«Total_Grant_Amount_Requested».

6.2 *Payment*

(a) ***Invoices.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before 4 pm local time, July 25, 2027. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

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

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

(c) ***Direct Expenditures.*** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

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

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

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

6.4 Contracting and Bidding Requirements.

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

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

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

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

(b) **Nonprofit Organizations.**

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

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

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

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

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

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

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

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

(e) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

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

8 Payment Procedures

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

9 Authorized Representative

The State's Authorized Representatives:

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

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

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
«Project Manager»	«Fiscal Name»

«Title»	«Fiscal Title»
«Mailing Address 1»	«Fiscal Street Address 1»
«Mailing Address 2»	
«City», «State» «Zip Code»	«Fiscal City», «Fiscal State» «Fiscal Zip Code»
«Project Manager Email»	«Fiscal_email»
«Phone»	«Fiscal_phone»

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

10 Assignment, Amendments, Waiver, and Grant Contract Complete

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

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

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

13 State Audits

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

end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. 513.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 Intellectual Property Rights.

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

(b) Obligations

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

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such

claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

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

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

(d) **Possession of Documents.**

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

15 Data Compatibility and Availability Requirements

15.1 Data Compatibility. Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 Data Availability. To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 Accessibility. Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 Safety. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

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

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

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

22 Termination

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

22.1 (b) **Termination by the Commissioner of Administration.** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

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

23 Data Disclosure

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

24 Use of Funds for Match or Reimbursement

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

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

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

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other

applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

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

By: _____

Date: _____

Purchase Order Number:

Contract #: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

3.9

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



January 17, 2024

Mr. Bill Waller
City Administrator
City of La Crescent
315 Main Street
La Crescent, MN 55947

RE: La Crescent, MN
Horse Track Meadows
Pay Request # 9

Dear Mr. Waller:

Enclosed is Pay Request No. 9 for work on the above referenced project. We recommend the City accept the project and make final payment in the amount of \$18,815.93 to:

A-1 Excavating, Inc.
PO Box 90
Bloomer, WI 54724

Acceptance by the City Council will initiate the start of the two-year maintenance bond, as specified in the contract documents.

Please contact us if you have any questions.

Sincerely,

WHKS & CO.

A handwritten signature in blue ink, appearing to read "Timothy A. Hruska".

Timothy A. Hruska, P.E., L.S.
City Engineer

cc: Al Gingras

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Horse Track Meadows
Project No.: 8679.00
Location: La Crescent, MN
Contractor: A-1 Excavating

Bid Price: \$1,759,878.20
Date: Jan. 17, 2024
Estimate #: 9 - Final
% Complete: 107%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1.	Mobilization	1	L.S.	\$62,500.00	1.00		1.00	\$62,500.00
2.	Remove Conc. Curb and Gutter	90	L.F.	\$4.00	90		90	\$360.00
3.	Remove Bituminous Pavement	60	S.Y.	\$5.00	20		20	\$100.00
4.	Select Granular Borrow Placed (P)	6050	C.Y.	\$4.00	6,050		6,050	\$24,200.00
5.	Geotextile Fabric Type 5 (P)	18200	S.Y.	\$1.00	18,200		18,200	\$18,200.00
6.	Subgrade Preparation 12"	39	RDST.	\$200.00	39		39	\$7,800.00
7.	Aggregate Base (CV), Class 5 (P)	4050	C.Y.	\$19.60	4,050		4,050	\$79,380.00
8.	Stabilizing Aggregate	1500	C.Y.	\$19.00	1,775		1,775	\$33,725.00
9.	Type SP 12.5 Wearing Course Mix (2;B)	1900	Ton	\$87.00	1,739		1,739	\$151,272.99
10.	Type SP 12.5 Non Wear Course Mix (2;B)	1900	Ton	\$87.00	168		168	\$14,616.00
11.	Concrete Curb & Gutter, Design R624	7550	L.F.	\$14.45	7,550		7,550	\$109,097.50
12.	4" Concrete Walk	4300	S.F.	\$4.80	4,940		4,940	\$23,712.00
13.	6" Concrete Walk	200	S.F.	\$10.90	533		533	\$5,809.70
14.	Truncated Domes	20	Each	\$49.00	70		70	\$3,430.00
15.	Aggregate For Pipe Foundation	1000	C.Y.	\$0.01	0		-	\$0.00
16.	Granular Material for Backfill	300	C.Y.	\$20.00	0		-	\$0.00
17.	F&I 4" PVC Pipe Service	3076	L.F.	\$18.00	3,332		3,332	\$59,976.00
18.	F&I 8" PVC Pipe Sewer	4248	L.F.	\$38.00	4,436		4,436	\$168,568.00
19.	F&I 8" x 4" PVC Wye	69	Each	\$160.00	73		73	\$11,680.00
20.	Construct Structure, Type 3, (48")	15	Each	\$4,860.00	15		15	\$72,900.00
21.	Construct Structure, Type 3A, (48")	1	Each	\$9,070.00	2		2	\$18,140.00
22.	Connect to Existing Sanitary Sewer	1	Each	\$1.00	1		1	\$1.00
23.	F&I 6" Water Main	130	L.F.	\$30.00	136		136	\$4,080.00
24.	F&I 8" Water Main	2093	L.F.	\$26.40	2,093		2,093	\$55,255.20
25.	F&I 12" Water Main	2200	L.F.	\$36.50	2,200		2,200	\$80,300.00
26.	F&I 6" Gate Valve & Box	11	Each	\$1,525.00	11		11	\$16,775.00
27.	F&I 8" Gate Valve & Box	5	Each	\$2,000.00	5		5	\$10,000.00
28.	F&I 12" Gate Valve & Box	4	Each	\$3,275.00	4		4	\$13,100.00
29.	F&I 6" Hydrant	11	Each	\$4,100.00	11		11	\$45,100.00
30.	F&I Watermain Fittings	5375	Pound	\$8.00	5,375		5,375	\$43,000.00
31.	F&I 1" Copper Water Pipe	3192	L.F.	\$20.00	4,088		4,088	\$81,760.00
32.	1" Corporation Stop	67	Each	\$270.00	73		73	\$19,710.00
33.	1" Curb Stop & Box	67	Each	\$350.00	73		73	\$25,550.00
34.	F&I 4" Polystyrene Insulation	1664	S.F.	\$4.00	1,664		1,664	\$6,656.00
35.	Connect to Existing Watermain	2	Each	\$1.00	2		2	\$2.00
36.	6" Perf PVC Pipe Drain	7440	L.F.	\$8.00	7,440		7,440	\$59,520.00
37.	4" PVC Pipe Subdrain Service	1408	L.F.	\$7.00	1,509		1,509	\$10,563.00
38.	F&I 15" HDPE Storm Sewer	180	L.F.	\$28.00	180		180	\$5,040.00
39.	F&I 15" RCP Storm Sewer	1044	L.F.	\$43.50	1,094		1,094	\$47,589.00
40.	F&I 18" RCP Storm Sewer	465	L.F.	\$47.50	465		465	\$22,087.50
41.	F&I 24" RCP Storm Sewer	1560	L.F.	\$59.00	1,560		1,560	\$92,040.00
42.	F&I 36" RCP Storm Sewer	114	L.F.	\$103.00	114		114	\$11,742.00

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Horse Track Meadows
Project No.: 8679.00
Location: La Crescent, MN
Contractor: A-1 Excavating

Bid Price: \$1,759,878.20
Date: Jan. 17, 2024
Estimate #: 9 - Final
% Complete: 107%

Item No.		Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
43.	F&I 42" RCP Storm Sewer	63	L.F.	\$150.00	63		63	\$9,450.00
44.	6" PVC Pipe Drain Cleanout	8	Each	\$220.00	8		8	\$1,760.00
45.	F&I 6" x 4" Wye Branch - Subdrain	67	Each	\$100.00	67		67	\$6,700.00
46.	Construct Nyloplast Structure	2	Each	\$3,550.00	2		2	\$7,100.00
47.	Construct Structure, Type 4 (48")	12	Each	\$2,960.00	10		10	\$29,600.00
48.	Construct Structure, Type 4 (60")	1	Each	\$4,030.00	3		3	\$12,090.00
49.	Construct Structure, Type 4 (72")	1	Each	\$5,200.00	1		1	\$5,200.00
50.	Construct Structure, Type 4 (84")	1	Each	\$8,600.00	1		1	\$8,600.00
51.	Construct Structure Type 1	26	Each	\$1,870.00	26		26	\$48,620.00
52.	F&I 42" RCP Apron	1	Each	\$2,300.00	1		1	\$2,300.00
53.	F&I 15" RCP Apron	1	Each	\$1,050.00	1		1	\$1,050.00
54.	F&I 15" Galvanized Steel Apron	1	Each	\$180.00	1		1	\$180.00
55.	Traffic Control	1	L.S.	\$2,000.00	1.00		1.00	\$2,000.00
56.	Inlet Protection	33	Each	\$50.00	2		2	\$100.00
Extra 1	Utility Crossing Conduit	120	L.F.	\$38.00	120		120	\$4,560.00
Extra 2	County 6 Service Work	1	L.S.	\$7,311.45	1		1	\$7,311.45
Extra 3	Concrete repairs	1	L.S.	\$14,815.35	1		1	\$14,815.35
C.O.	Wieser Park Services	1	L.S.	\$39,882.00	1		1	\$39,882.00
C.O.	Type SP 12.5 Wearing Course Mix (2:B)	1900	Ton	\$94.00	1,744		1,744	\$163,936.00

Total Work Completed \$1,880,592.69

Less 1% Retainage \$0.00

Less Previous Payments \$1,861,776.76

Net Payment this Estimate **\$18,815.93**

Agreed to by:

Al Gingras

Contractor Signature

Project Manager

Title

1/18/24

Date

3.6



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: January 11, 2024
RE: Personnel Committee Recommendation

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

1. Attached for review by the City Council is the job description for the new position of City Clerk. This was discussed in the past as part of the organizational meetings that the City held earlier in 2023, and was reviewed at the December 11, 2023 City Council meeting. The description has been modified slightly with the transfer of the supervisory responsibility for the License Bureau from the Finance Director to the City Clerk. The duties and responsibilities of the City Clerk expand the duties of the current Deputy Clerk position. The position will be a department head level supervisory position, and will not be part of a bargaining unit. As proposed, the position will have a point value of 330-360, and a 2024 wage schedule from \$35.08 to \$41.96 per hour.

We are proposing that the City Council take the following action:

- A. Adopt the job description for the City Clerk position.
- B. Establish the point value for the position at 330-360, and adopt a 2024 wage schedule of \$35.08 to \$41.96 per hour for the position.
- C. Promote Angie Boettcher from Deputy Clerk to City Clerk. As proposed, Ms. Boettcher will serve a six-month probationary period and start at step one in the salary schedule.



Job Description

JOB TITLE: City Clerk		DEPARTMENT: Administration
REPORTS TO: City Administrator	SUPERVISES: Administrative Assistant and DMV staff	FLSA STATUS: Exempt

DESCRIPTION OF WORK:

General Statement of Duties: Performs professional work. Conducts City elections; performs related duties as required. Assists City Administrator/Public Works Director and Finance Director.

Supervision Received: Works under the general and technical supervision of the City Administrator.

Supervision Exercised: Exercises general and technical supervision over Administrative Assistant and the DMV staff.

TYPICAL DUTIES PERFORMED:

The listed examples may not include all duties performed by all positions in this class. Duties may vary somewhat from position to position within a class.

Council

- Prepares Council agendas, and attaches supporting documentation.
- Attends meetings of the City Council; arranges and publishes notices of meetings and ordinances as required by law; records minutes of all proceedings and maintains accurate and complete records of all actions.
- Administer oaths and affirmations, and takes and certify acknowledgments as required.
- Makes sure technological needs are in place for all Council and Commission meetings as needed.
- Organizes the yearly Board of Review meeting in accordance with State statute.
- Attests the Mayor's signature on all official documents wherever required or sanctioned by law.

Administration

Assists the City Administrator with:

- Attending outside meetings and training as directed and needed.
- Scheduling meetings.
- Research and determine possible solutions to problems and present alternatives for review by the Council.
- Development and implementation of City policies.

- Drafting City ordinances, resolutions, and policies for Council consideration.
- Process and preparation of the City's annual budget.
- Other duties as assigned or apparent.

Assists the Finance Director with:

- Year-end reporting to the State and County including the Lobbyist Expenditure report, PERA Annual Leave report, and OSHA 300 Summary report.
- PERA Fire Department/Police Department Certification report.
- Workers' Compensation Insurance renewal.
- Golf Course liquor licensing renewal.
- Golf Course Computer and Credit Card Software.
- Annual Consumer Confidence Report.
- Annual audit.
- Filing the Certificate of Compliance to the Minnesota Department of Revenue.
- Compiling information for Quarterly Billing of the Police Reserves.
- Monitoring and checking the Police Department EMR certification expirations.
- Sewer connection fees.
- Tracking and reporting health emergency data.
- Tracking and updating of the City's fixed assets
- Maintaining records for reporting on the Tax Increment Financing Districts.

Other duties:

- Maintains official copies of City Resolutions.
- Maintains and monitors Certificates of Insurance for contractors performing City projects.
- Assemble and send out 'Welcome' packets for new residents.
- Provides Notary Public services for City legal requirements, residents, staff, and the general public.
- Receives requests, complaints, and information from the public and transmits to the City Administrator and/or Council.
- Provides certified copies of proceedings and records of the City upon request.
- Assures that all meeting notices are posted in accordance with state and city requirements and applicable laws.
- Maintains and monitors ordinance books and resolution files.
- Responsible for annual updates to the City Code.
- Responsible for City corporate seal.
- Responsible authority to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City.
- Assists the public by answering questions regarding various City related matters.
- Reviews and monitors City leases and agreements to ensure compliance.
- Coordinates mailing and postings of public hearings and meeting notices including determining appropriate parties to notify, typing, sending notices, and preparing affidavits as necessary.
- Primary responsibility for the preparation of the Assessment petitions.
- Prepare and file annexation petitions.
- Creates and distributes the bi-annual City Newsletter
- Responsible for coordination of information between the City and the U.S. Census Bureau.
- Prepares and files official paperwork with County Recorder for all property changes approved by the City Council (i.e. - conditional use permits, street vacations, and variances to the City Zoning Ordinance).
- Establishes and maintains a complex filing system for City records including active and inactive

files.

- Responsible for making sure the Marketing and Promotional Agreements are renewed annually. Monitors compliance on a quarterly basis and provides updates to the City Council.
- Develops, maintains, and oversees a City-wide records retention/management system including policies, procedures, and schedules in accordance with state laws and guidelines; and prepares related reports to the State.
- Researches and recommends the purchase of new equipment used in the daily operation at City Hall, prepares written reports, and presents to Council as appropriate.
- Responsible for maintenance of the City's website, and automation of the City Council packet that is distributed for each City council meeting.
- Maintains and coordinates with City's insurance carrier claims filed for sanitary sewer backups.
- Responsible for developing and maintaining City promotional materials.
- Assists as needed to allow for continuity of operation at City Hall.
- Assists with coding invoices.
- Assists with Golf Course reports and end-of-year inventory.
- Establishes and oversees policies, procedures, and practices for efficient office operation.
- Oversees the NEOGOV Safety training for employees.
- Attends City Safety meetings and handles Agendas, records meeting minutes, and maintains and updates safety policies/manual.
- Drafts routine correspondence and prepares or oversees the preparation of a variety of documents for departments, and schedules meetings.
- Creates reports and forms for office use; establishes and maintains a City-wide forms control program.
- Creates spreadsheets as needed.
- Responsible for annual certification requirements to maintain Tree City USA, Bird City, and Heart Safe Community designations.
- Responsible for updating energy data into B3 Benchmark.

Deputy Registrar Appointee

- Serves the public interest of the people of Minnesota and subscribes by oath to faithfully discharge the duties of the appointment and to uphold the laws of the state.
- Faithfully discharges the duties of a Deputy Registrar to the people of MN. Requires each Deputy Registrar to extend prompt and courteous treatment to all customers regardless of race, color, creed, religion, national origin, sex, marital status, familial status, disability, public assistance status, age, sexual orientation, and local human rights commission activity in accordance with the Minnesota Human Rights Act.
- Required to train all employees on the administration of laws and rules of the State of Minnesota regarding motor vehicle registration and title transfer imposed under Minn. Stat. § 168 and 168A.
- Reports to the Commissioner of Public Safety (Registrar) each employee's proficiency in performing and carrying out their duties on an annual basis.
- Develop, publish, and train DMV staff on policies that are comparable with State of Minnesota Management and Budget policies on Respectful Workplace, Harassment and Discrimination Prohibited, Sexual Harassment Prohibited, and Code of Ethics.
- Report all complaints, findings, or determinations of administrative or legal claims related to protected-class harassment and/or discrimination to the Commissioner of Public Safety (Registrar) in a timely manner.

- Cooperate with the Commissioner of Public Safety (Registrar) to resolve complaints received by the Registrar, including cooperating with any administrative investigation into allegations of discrimination, harassment, or other misconduct by the Deputy Registrar.
- Responsible for the acts of the contact person (Mary Loeffler) and must establish and document an internal control process of communication or reporting for oversight of the contact person.
- Make available for audit all motor vehicle fee and tax records for all transactions occurring during the state's biennial fiscal cycle.
- Comply with Minnesota Government Data Practices Act as it applies to all data provided by the State, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the DMV.
- Consult with the State's Authorized Representative as to how the Deputy Registrar should respond to a release of data request.
- Train all employees in data privacy compliance and annually certify each staff member's proficiency to the Registrar.

Human Resources

- Assists with the distribution, review, and data entry of employee packets for newly hired staff.
- Assists with pay equity, classification system, including job analysis and compensation.
- Assists the Finance Director with bi-weekly payroll withholding tax reporting and Minnesota Deferred Compensation reporting.
- Performs bi-weekly payroll duties including, but not limited to reviewing time sheets for accuracy and in accordance with City employee policies and union contracts, entering data necessary to generate payroll amounts, and uploading files to bank for direct deposit to employee bank accounts.
- Assists with maintaining and updating employee records relative to pay, benefits, and deductions.
- Assists with maintaining vacation and sick leave schedules for all employees.
- Assists with quarterly and year-end reports and W-2s.
- Coordinates training of staff on the use of the computer; keeps fully informed and determines new procedures for changes; recommends software and equipment purchases.

Elections

- Attends educational sessions related to changes in election laws, including ranked-choice voting.
- Hire election judges and assign them to precincts.
- Administer health care facility absentee voting.
- Handles election budget.
- Works closely with Houston County Auditors Office during election proceedings.
- Conducts City elections in accordance with state and county requirements and applicable laws.
- Acts as the local authority for municipal elections.
- Responsible to notify the State of changes to regular City elections and precinct boundaries.
- Responsible for polling places, election judges, required judges training, campaign finance reports, and all posting and publications required.
- Responsible for ensuring ballots and voting equipment are returned to the County at the end of election day.

Supervisory Duties:

- Supervises the Administrative Assistant and DMV staff to effectively meet the fluctuating volume of work and ensure work is done in accordance with city procedures and meets the standards of

the office.

- Develop new or revised office procedures for handling office functions.
- Provide on-the-job training as needed.
- Answer questions and provide assistance on complex matters.
- Approves any updated changes to City forms.
- Ensures all city licenses are processed accurately and according to State laws.
- Supervises election judges and other election personnel.

Has the authority to:

1. Assign work to subordinates;
2. Direct the work of subordinates;
3. Discipline subordinates for just cause (oral and written reprimands);
4. Reward subordinates (letter of commendation); and

Has the authority to effectively recommend:

1. Hiring of subordinates;
2. Discharge of subordinates for just cause;
3. Suspension of subordinates for just cause;
4. Transfer of subordinates; and
5. Promotion of subordinates.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Thorough knowledge of City operations.
- Considerable knowledge of state and federal laws, City ordinances, and policies and regulations applicable to City government, and general governmental operation.
- Considerable knowledge of election procedures.
- Considerable knowledge of the classification of public and private data.
- Thorough ability to communicate effectively, both orally and in writing, with City staff, elected local officials, state and county officials, and the general public.
- Considerable ability to work effectively with City staff and coordinate work to be performed.
- Considerable knowledge of computer hardware, operating systems, computer software, and website management.
- Considerable ability to organize work, complete multiple tasks at the same time, and develop goals, policies, and plans.

MINIMUM QUALIFICATIONS:

- Two-year Associate Degree in business or related field, with an emphasis on computer science, with 2 years minimum experience in business or municipal government.
- Municipal Clerks certification or ability to obtain within four years of appointment.
- Two years experience supervising staff.

3.7

TO: Honorable Mayor and City Council Members
FROM: Jason Ludwigson, Sustainability Coordinator
DATE: January 10th, 2024
RE: ReLeaf Community Forestry Grant Funds

The city was awarded a ReLeaf Community Forestry Grant by the Minnesota DNR in 2023. We are asking for the council approval funds totaling \$6,419.97 for the purchase of 105 bareroot trees, tree protector tubes, and watering bags. The trees will be purchased from Bailey's nursery. The city will plant the trees in a variety of locations, including, but not limited to Abnet Park, Old Hickory Park, Pine Creek Golf Course, Elm Street, and stormwater basins. The grant funds will cover the full \$6,419.97. The city will be reimbursed for the funds by the MN DNR. Leading the tree plantings will be considered in-kind for the grant. The trees will be planted as a part of the city's 2024 Arbor Day Celebration, and will help meet the on-going requirements for maintaining the city's Tree City designation.

SALES QUOTE

SOLD TO: CITY087

CITY087
CITY OF LA CRESCENT
315 MAIN ST
LA CRESCENT, MN 55947

Salesperson: Robin Sailor

PHONE: 507-313-9633

FAX: 000-000-0000

Email: jfudwigson@cityoflacscent-mn.gov

Want Dt	Ship	Item #	Description and Size	Qty	Price	Ext Price
Dayton - 0713721			Order Type: 24 BR	PO:		
3/15/24	COMB	03349	Celtis occidentalis Hackberry 5'	10	\$30.10	\$301.00
3/15/24	COMB	04142	Gled tri iner Skyline® Honeylocust 6'	10	\$44.60	\$446.00
3/15/24	COMB	14877	Ostrya virginiana Ironwood 6'	15	\$50.80	\$762.00
3/15/24	COMB	06737	Quercus alba White Oak 6'	15	\$43.45	\$651.75
3/15/24	COMB	15178	Quercus bicolor Swamp White Oak 6'	15	\$43.45	\$651.75
3/15/24	COMB	56109	Tilia cord Littleleaf Linden 6'	10	\$38.10	\$381.00
3/15/24	COMB	07525	Ulmus Cathedral Elm 1.B 6'	15	\$32.65	\$489.75
3/15/24	COMB	15909	Ulmus New Horizon Elm 8'	15	\$43.45	\$651.75
				<u>105</u>		<u>\$4,335.00</u>
				105		\$4,335.00

3.8



TO: Honorable Mayor and City Council Members
 FROM: Chris Fortsch, Administrative Assistant *Chris*
 DATE: January 17, 2024
 RE: 2024 License Renewals

The City has received the following 2024 license renewals since the last City Council meeting.

2024 LICENSES RENEWALS	\$150.00	\$50.00	\$100.00	REC'D/
	MASSAGE	MASSAGE	SHORT-TERM	DATE
BUSINESS	BUSINESS	TECHNICIAN	RENTAL - RESIDENTIAL	PAID
Davis, Allison			X	1.4.24
Heaven's Hands Inc	X	X		1.12.24

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

3.9

RESOLUTION NO. 01-24-05

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

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

1. Trane Technologies wishes to donate \$200.00 to the La Crescent Fire Department.

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

ADOPTED this 22nd Day of January 2024.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

6.1



La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, January 16, 2024
8:00 a.m.

Board of Directors: Dave Ring, President; Jen Burch, Vice President; Chris Roderique, Treasurer; Pete Boese, Secretary; Pat Stephens, Ryan Johnson, Nathan Franklin, Patrick Barlow, Dan Stevens, Barb Janssen, Cheryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Val Erickson, Vicki Markussen, Brody Meier, Austin Wells, Leo Silva & John Andersen

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

Executive Director: A.J. Frels

AGENDA

1. **Call to Order**
2. **Welcome - Austin Wells, La Crosse Fairgrounds Speedway**
3. **Consent Items**
 - a. **Board Minutes**
November 2024
 - b. **Financial Committee**
Minutes
December 2023
January 2024
Statements
November 2023
December 2023
 - c. **Community Updates**
4. **Community Partners Update**
 - a. DMI
 - b. La Crescent Chamber
 - c. La Crosse Chamber
5. **Event Center Updates**
 - a. La Crescent Area Event Center
 - b. La Crosse Center
 - c. Omni Center

6. Executive Director's Report - A.J. Frels

7. Committees

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

8. Old Business

- a. Parking District Update
- b. Frothbite Recap
- c. Letters for Board Reappointment
- d. Updated Board Contact list
- e. Visitor Guide Update
- f. Golf Cart Update
- g. C.D Update

9. New Business

- a. Employee Handbook Review & Job Descriptions
- b. Madden Media AI Session 1/23/24
- c. Board Retreat 2/15/2024

10. Adjournment

Next Scheduled board meeting – Tuesday, February 20, 2024, at 8:00 a.m. at the LCCVB Office at 123 7th Street South, La Crosse.

explore LA CROSSE

1

LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

November 14, 2023- 8:00 a.m.

Board Members:

Present: Pat Stephens, Patrick Barlow, Chris Rodrique, Dan Stevens, Jen Burch, Nathan Franklin, Stephen Cohen,

Kalynn Kruger, Ryan Johnson, Dan Wick, Brody Meier, Valerie Erickson, Cherryl Jostad, Jay Patel, Dan Kapanke, Pete Boese, Leonardo Silva, Vicki Markussen, Barb Janssen, Ashley Santolin

Excused: Dave Ring, Pamela Maas, Elizabeth Poh, Beth Franklin, Brian Meeter, Mary Larson, Debbie Hosch, Jay Odegard, Neal Zygarlicke

Absent: John Anderson

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.

REVIEW OF 2022 AUDIT:

Brittany Leonard of Hawkins Ash CPAs presented the 2022 Audit for review.

MOTION: To accept the 2022 LCCVB Audit as presented. (P. Stephens, D. Wick) Carried.

Consent Items:

Board minutes-October 2023; Financial Committee Minutes November 2023, October 2023 Statements, and Community Updates.

MOTION: To approve the Board minutes-October 2023; Financial Committee Minutes-November 2023, October 2023 Statements, and Community Updates. (P. Barlow, R. Johnson) Carried.

EXECUTIVE DIRECTOR REPORT:

-On November 8th, the team participated in a session led by Matt Clement of Madden Media, to learn more about AI, and how it will affect the tourism industry.

-Erik attended the REXPO at UWL and represented Explore La Crosse on November 8th. There were 400-500 students in attendance at the event.

-AJ was asked to be a speaker for the Viterbo Economics class on career paths and tourism.

-AJ attended the North La Crosse Business Association meeting on November 1. The topic at that meeting was on childcare.

-AJ met with City of La Crosse Council Member Mark Neumann to review information on the new AirDNA platform. This software shows where the properties are located in the region.

-On October 27th, AJ attended the MACVB Education Forum and found it to be very informational. At that forum, he learned the State of Minnesota is putting a Department of Outdoor Recreation in place. AJ has provided Jeremiah with the contact for that department so they can connect.

-The Explore La Crosse team was at Fort McCoy on October 17th, for a tour and was also presented with an award for participation, support, and partnership in 2023.

-The Interpretive Signs at I90 have been installed and are now complete. Photos of the project were included in the meeting packet.

-The team continues to meet with the RIPE group to review their software to ensure it is the right fit for our needs.

COMMITTEE REPORTS:

Membership - Reports were distributed. Revenue for the month of October is \$6,335 budgeted for \$5,800. The next meeting will be held in December.

Grants- Reports were distributed. Thus far \$66,900 has been awarded in grants. The next meeting will be held in December.

Convention/Sales- The committee is scheduled to hold their Impact meeting on November 15th at Mt. La Crosse.

Marketing/Media- The recent media coverage links were included in the meeting packet for review.

Belonging and Mattering Committee-the next meeting will be held in January 2024.

Nominating Committee-

MOTION: to move Chris Roderique to full-board position for 2-three year terms, and Nathan Franklin to full-board position for 2-three year terms. (D. Wick, J. Patel) Carried.

OLD BUSINESS:

-2024 Budget Update-the budget was passed by La Crosse City Council.

-Trolley- AJ made a trip over to Door County to look at the potential trolley to purchase, however, there was much that needed to be done for repairs, and he will keep looking for others that will be a better fit.

-West Salem Board Seat-AJ has reached out to Austin Wells of the La Crosse Fairgrounds Speedway as a potential board member to represent the Village of West Salem.

-Holiday Party-Will be held on December 14th, from 5:30-7:30pm at Dragan's Castle Mound.

NEW BUSINESS:

-CD Maturing on 12/4/2023

MOTION: to approve renewing the CD to an 18 month term. (P. Barlow, D. Wick) Carried.

-Holiday Train-The train will be making a stop at the Amtrak Depot on Tuesday, December 5th at 8:25pm. All donations collected that evening will benefit The Hunger Task Force. The Holiday Train will also be making a stop in La Crescent on December 8th.

-2024 Board Member Contact Sheet-The sheet was distributed for review and check for accuracy.

-2024 Meeting Schedule-this sheet was included in the board packet for reference.

-Pamela Maas-has requested to step down from the board, as she has a conflict that coincides with the board schedule.

MOTION: to accept Pamela Maas resignation from the LCCVB Board. (P. Stephens, V. Markussen) Carried.

-La Crosse County Funding-the County has offered to contribute \$5000 toward the Discover Wisconsin episode, and the payment has been received.

-Golf Cart Information-AJ presented information regarding the golf cart for Explore La Crosse

MOTION: To approve purchase of golf cart as presented under the Sport Commission. (P. Stephens, V. Markussen) Carried.

-Staff Holiday Bonuses

MOTION: to approve Staff Holiday Gift cards to be given in the amounts of \$100 for full & part-time staff, and \$50 for volunteers, from a current LCCVB member of their choice. (N. Franklin, C. Jostad) Carried.

MOTION: to adjourn at 9:02 am. (P. Stephens, D. Wick) Carried.

Next Board Meeting Tuesday, January 16 at 8:00am

Respectfully submitted, Michelle Hoch