

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
OCTOBER 13, 2025
5:00 P.M.



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

1. CONSENT AGENDA

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

- 1.1 MINUTES – SEPTEMBER 22, 2025
- 1.2 BILLS PAYABLE THROUGH OCTOBER 10, 2025
- 1.3

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 CLOSED SESSION – The City Council may go into closed session as permitted under Minn. Stat. Section 13D.05 Subd. 3(B) for purposes of preserving attorney-client privilege relating to active litigation regarding Gregory M. Meinertz, Rebecca M. Wolf v. Town of La Crescent a/k/a La Crescent Township, a Minnesota Municipal Corporation, City of La Crescent, a Minnesota Municipal Corporation, Houston County Case No. 28-CV-24-518.
- 3.2 PLANNING COMMISSION MINUTES – OCTOBER 7, 2025
 - A. – Conditional Use Permit – Accessory Structure at 408 Shore Acres Road
 - B. - Conditional Use Permit – To operate cultivation, extraction, and manufacturing of cannabis at 190 Main Street
- 3.3 WIESER PARK PAVILION SOLAR AWARD/AGREEMENT
- 3.4 CARBON REDUCTION GRANT – RESOLUTION & AGENCY AGREEMENT
- 3.5 SOLAR ON PUBLIC BUILDINGS GRANT AGREEMENT – STONEY POINT WELLHOUSE
- 3.6 FAIR HOUSING DISCUSSION
- 3.7 REVIEW DRAFT CITY ADMINISTRATORS JOB DESCRIPTION
- 3.8 PERSONNEL COMMITTEE RECOMMENDATIONS

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- 3.9 PROCLAMATION – LIONS CLUB 60th ANNIVERSARY
- 3.10 MnDOT 2026 TRANSIT OPERATING AGREEMENT
- 3.11 CITY OF LA CROSSE – MAINTENANCE AGREEMENT
- 3.12 2024 AUDIT UPDATE
- 3.13 CIGARETTE/TOBACCO LICENSE APPLICATION
- 3.14

4. UNFINISHED BUSINESS

- 4.1

5. MAYOR'S COMMENTS

- 5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 RIBBON CUTTING EVENT – AQUATIC CENTER
- 6.2
- 6.3

7. CORRESPONDENCE

- 7.1
- 7.2

8. CHAMBER OF COMMERCE

- 8.1

9. HOUSTON COUNTY

10. ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
SEPTEMBER 22, 2025

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of September was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, September 22, 2025.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Cherryl Jostad, Chris Langen, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present were, City Administrator Bill Waller, City Attorney Skip Wieser, Public Works Director Tyler Benish, Finance Director Kara Tarrence, and Police Chief Luke Ahlschlager.

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – SEPTEMBER 8, 2025
- 1.2 BILLS PAYABLE THROUGH SEPTEMBER 19, 2025

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. It was requested that additional language be added to the September 8, 2025, Minutes under Item 3.5 – Personnel Committee Recommendations as follows: “The City Attorney reviewed options with the City Council to fill the vacancy, including the option to either post the position internally or externally, and a timeline for completing the process. The City Council requested a review in the future of existing job descriptions for City supervisory positions, along with a review of information from the League of Minnesota Cities.” The additional language should be added after the vote on the motion accepting City Administrator Bill Waller’s resignation.

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

A MOTION TO APPROVE THE CONSENT AGENDA WITH THE ADDITIONAL LANGUAGE TO THE SEPTEMBER 8, 2025, MEETING MINUTES UNDER ITEM 3.5 AS STATED.

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

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

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

ITEM 2 – PUBLIC HEARING/MEETING – STREET VACATION – UNION STREET

At 5:00 PM the City Council held a public hearing to consider vacation of Union Street. City Attorney Wieser reviewed the vacation request and the proposed Resolution with City Council. Mayor Poellinger opened the meeting for public comment. There were no public comments. Mayor Poellinger closed the public hearing at 5:05 PM.

City Council reconvened with the schedule of the regular City Council Meeting.

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

RESOLUTION NO. 09-25-31

A RESOLUTION VACATING PORTION OF UNION STREET UPON PETITION OF A MAJORITY OF ABUTTING LANDOWNERS.

WHEREAS, a petition signed by the majority of property owners abutting Union Street in the City of La Crescent was received by the City Clerk; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute § 412.851 vacate Union Street illustrated and described on the attached Exhibit A.

WHEREAS, the City Clerk reviewed and examined the signatures on said petition and determined that such signatures constituted a majority of the landowners abutting a portion of North Decorah Street to be vacated; and

WHEREAS, a public hearing to consider the vacation of such street was held on the 22nd day of September, 2025, before the City Council in the City Hall located at 315 Main Street, La Crescent, Minnesota at 5:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 5th day of September, 2025 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public.

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

That such petition for vacation is hereby granted and Union Street is hereby vacated.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file notice of the vacation as required by law.

Passed by the City Council of La Crescent, Minnesota this 22nd day of September, 2025.

Mikel Poellinger, Mayor

Attested:

Bill Waller, City Administrator

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

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

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

ITEM 3.1 – PROCLAMATION – NATIONAL FRIENDS OF THE LIBRARY WEEK

Member Teresa O'Donnell-Ebner, on behalf of Library Director Jess Witkins, reviewed with City Council for approval a proclamation declaring October 19-25, 2025, as Friends of the Libraries Week in

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

MOTION TO PROCLAIM OCTOBER 19-25, 2025, AS FRIENDS OF THE LIBRARIES WEEK IN LA CRESCENT.

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

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

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

ITEM 3.2 – 2025 HOMECOMING PARADE REQUEST

Police Chief Luke Ahlschlager reviewed with City Council a request from the La Crescent-Hokah School District to hold a homecoming parade on Friday, October 3rd, 2025. The parade will begin at approximately 1:45 PM in the La Crescent Middle School parking lot and will travel north on Lancer Boulevard, turn onto South 11th Street, proceed north on South Elm Street, circle the La Crescent Elementary School, and return to the High School via the same route. A parade permit application was completed and reviewed by the Police Chief with requirements being met with the City being added as an additional insured under the School Districts policy. The La Crescent Police Department will escort the parade, providing front and rear coverage with emergency lighting. Following discussion, Member Williams made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE LA CRESCENT-HOKAH SCHOOL DISTRICT TO HOLD A HOMECOMING PARADE ON FRIDAY, OCTOBER 3RD, 2025 AS SPECIFIED.

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

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

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

ITEM 3.3 – AUTHORIZE EXPENDITURES – WIESER PARK

Public Works Director Tyler Benish reviewed with City Council an outdoor recreation grant awarded to the City of La Crescent through the Minnesota Department of Natural Resources (MNDNR) for \$277,314. The grant will fund fifty percent (50%) of the Wieser park improvement project. The project will include new playground equipment, poured in place surfacing, benches, walking path, bike parking, and the addition of three pickleball courts. The City received the following proposals:

- Landscape structures for the playground equipment for \$157,632.36, purchased from the state contract.
- Flagship Recreation for installation of the playground equipment and poured in place surfacing for \$183,781.64. Pricing from the state contract.

It was recommended that City Council approve the expenditures with Landscape structure and Flagship Recreation with funding coming from \$112,170.74 in donations, \$157,632.26 from the 2022 capital equipment certificate, and \$7,512.00 from the 2026 general fund budget and authorize City Staff to sign the contracts upon receiving the fully executed grant agreement with MNDNR. Following discussion, Member Langen made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE EXPENDITURE OF \$157,632.36 FROM LANDSCAPE STRUCTURES FOR PLAYGROUND EQUIPMENT WITH FUNDING COMING FROM THE 2022 CAPITAL EQUIPMENT CERTIFICATE, DONATIONS, AND THE 2026 GENERAL FUND BUDGET.

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

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

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

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

MOTION TO APPROVE THE EXPENDITURE OF \$183,781.64 FLAGSHIP RECREATION FOR INSTALLATION OF THE PLAYGROUND EQUIPMENT AND POURED IN PLACE

SURFACING, WITH FUNDING COMING FROM THE 2022 CAPITAL EQUIPMENT CERTIFICATE, DONATIONS, AND THE 2026 GENERAL FUND BUDGET.

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

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

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

ITEM 3.4 – PROCLAMATION – ENERGY EFFICIENCY DAY

City Council reviewed a letter from Sustainability Coordinator Jason Ludwigson requesting approval of a proclamation declaring the first Wednesday in October as Energy Efficiency Day in the City of La Crescent. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO PROCLAIM THE FIRST WEDNESDAY IN OCTOBER, AS ENERGY EFFICIENCY DAY IN LA CRESCENT.

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

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

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

ITEM 3.5 – REVIEW PROPOSED 2026 GENERAL FUND BUDGET

Public Works Director Tyler Benish and Finance Director Kara Tarrence reviewed with City Council the requirements needed to approve the proposed 2026 general fund budget. By September 30th, the City Council is required to adopt a resolution setting the preliminary levy and set the date for the public meeting

at which time the proposed budget and levy will be discussed, and the final budget and levy determined. As part of the budget review and adoption process, it was noted to City Council that they cannot adopt the 2026 general fund budget until after the public meeting in December, and once the preliminary levy is set, the City Council has the discretion to lower the levy, but the City Council cannot increase the preliminary levy.

ITEM 3.6 – 2026 PRELIMINARY LEVY RESOLUTION

Public Works Director Tyler Benish and Finance Director Kara Tarrence reviewed with City Council the resolution that sets the preliminary levies for 2026 which was provided to the City Council at the Council meeting. It was recommended that the City Council adopt the resolution presented at the meeting setting the preliminary levies for 2026. The proposed 2026 preliminary resolution reflects a 5% increase. The final total City levy in 2025 was \$3,886,178.00, and the proposed 2026 levy is \$4,082,068.00. Following discussion, Member O'Donnell-Ebner introduced the following resolution, and moved its passage and adoption:

RESOLUTION 09-25-29

RESOLUTION MAKING PRELIMINARY GENERAL LEVIES FOR COLLECTION WITH REAL ESTATE TAXES PAYABLE IN THE CALENDAR YEAR 2026

BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota as follows:

1. It is hereby determined and declared that there shall be and there is hereby levied upon all taxable property within the City for the general purposes of the City, as provided by law, to be collected in the year 2026 as part of the general taxes due and payable in the year 2026 a direct ad valorem tax in the amount of \$2,805,527.00 as provided by State law to be levied and collected in the manner provided by law.
2. Be it also hereby determined and declared that there shall be and there is hereby levied upon taxable property within the City of La Crescent for public library service, a tax in the amount of \$204,141.00 to be collected in the year 2026, as authorized by Minnesota Statutes, Section 134.33 and 134.34.
3. It is hereby found, determined, and declared that the amounts set forth in a column at the right to be levied with taxes to be collected in the calendar year 2026, in conjunction with the various bonds issued and sinking funds described below:

FUND #	YEAR	DESCRIPTION	TO BE LEVIED FOR COLLECTION IN CALENDAR YEAR 2026
325	2016A	G.O. Refunding Rec. Fac. Bonds – Aquatic Center	\$195,300.00

FUND #	YEAR	DESCRIPTION	TO BE LEVIED FOR COLLECTION IN CALENDAR YEAR 2026
327	2016A	G.O. Improvement Bonds – Oak St. Recon.	\$115,500.00
328	2017A	G.O. Equipment Certificates	\$119,800.00
329	2018A	G.O. Improvement Bonds – Streets/Veterans Park	\$148,000.00
330	2019A	G.O. Equipment Certificates – Fire Truck	\$46,100.00
331	2019B	G.O. Improvement Bonds – Street Recon.	\$32,900.00
332	2020A	G.O. Improvement Bonds – HTM	\$172,900.00
333	2020A	G.O. Bonds – Tax Abatement - Ice Arena	\$12,200.00
334	2022A	G.O. Imp. Bonds/Equip. Cert. & CIP Bonds	\$229,700.00
		TOTAL DEBT SERVICE LEVY	\$1,072,400.00

4. Total levy for the City of La Crescent for collection in 2026 is \$4,082,068.00

ADOPTED this 22nd day of September, 2025.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.7 – SET 2026 PUBLIC MEETING FOR BUDGET/LEVY RESOLUTION

Public Works Director Tyler Benish and Finance Director Kara Tarrence recommended City Council set the date and time for the public meeting as December 15, 2025, at 6:00 p.m. at which time the proposed 2026 general budget and levy will be discussed, and the final budget and levy determined. Following discussion Member Jostad made a motion, seconded by Member Langen as follows:

MOTION TO SET THE DATE AND TIME FOR THE PUBLIC MEETING FOR MONDAY, DECEMBER 15, 2025 AT 6:00 P.M. AT WHICH TIME THE PROPOSED 2026 GENERAL BUDGET AND LEVY WILL BE DISCUSSED, AND THE FINAL BUDGET AND LEVY DETERMINED.

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

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

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

ITEM 3.8 – PERSONNEL COMMITTEE RECOMMENDATIONS

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

1. The Personnel Committee is recommending that the City Council promote current part-time Police Officer Bryce Helke to full-time status effective September 22, 2025. The 2025 general fund budget includes funds for the addition of a 9th Police Officer position in the second half of 2025. Mr. Helke will start at Step 1 of the LELS Union contract and pursuant to the terms and conditions of the LELS Union contract, Mr. Helke will serve a twelve-month probationary period. Upon successful completion of the probationary period, Mr. Helke would advance to Step 2 of the LELS Union contract. A letter from the Police Chief regarding the recommendation was included. Following discussion, Member Langen made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE PROMOTING POLICE OFFICER BRYCE HELKE FROM PART-TIME STATUS TO FULL-TIME STATUS STARTING AT STEP 1 OF THE LELS UNION CONTRACT AND SERVE A TWELVE-MONTH PROBATIONARY PERIOD PURSUANT TO THE TERMS AND CONDITIONS OF THE LELS UNION CONTRACT AND UPON COMPLETION OF THE PROBATIONARY PERIOD, MR. HELKE WILL ADVANCE TO STEP 2 OF THE LELS UNION CONTRACT.

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

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

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

2. The Personnel Committee is recommending that the City Council accept Maseray Bangura's resignation from the Park & Recreation Commission and Gina Schneider's resignation from the Planning Commission. Copies of their letters were included. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE MASERAY BANGURA'S RESIGNATION FROM THE PARK & RECREATION COMMISSION AND GINA SCHNEIDER'S RESIGNATION FROM THE PLANNING COMMISSION.

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

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

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

3. City Attorney Wieser reviewed current job descriptions for supervisory positions in the City. City Attorney Wieser will bring back an updated City Administrator job description at the next City Council meeting.

ITEM 3.9 – DONATION RESOLUTION

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

RESOLUTION NO. 09-25-30

RESOLUTION ACCEPTING DONATIONS MADE TO THE CITY OF LA CRESCENT IN AUGUST AND SEPTEMBER 2025

WHEREAS, the following donations were made to the City of La Crescent in the months of August and September 2025:

1. The La Crescent Community Bike Shoppe/Healthy Community Partnership wishes to donate \$3750.00 to the DriftCycle Bike Station.
2. The La Crescent Community Garden/Healthy Community Partnership wishes to donate \$100.00 to the La Crescent Fire Department.
3. Debi Wagner wishes to donate \$100.00 to the La Crescent Fire Department in memory of Donnis Buchan.
4. An Anonymous donor wishes to donate \$10,000.00 to Wieser Park.

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

ADOPTED this 22nd Day of September 2025.

SIGNED:

Mayor

ATTEST:

City Clerk

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

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

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

ITEM 3.10 – SERVICE CONTRACT RENEWAL

Public Works Director Tyler Benish reviewed with City Council for approval a service contract renewal with Cintas Corporation who provides floor mats and shop towels for the City and Golf Course negotiated with the Office of Procurement with the State of Minnesota. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE SERVICE CONTRACT RENEWAL AGREEMENT WITH CINTAS CORPORATION.

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

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

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

ITEM 3.11 – AMEND OPTION AGREEMENT WITH VSC

City Attorney Wieser reviewed with City Council a proposed amendment to the existing VSC Option. This is in follow up to the planning session from July 2025. Because it is unknown when the existing City Hall will be vacated, the existing agreement is amended as follows:

- Extend the Option period to two years with the Option period beginning when the City tells VSC that City Hall is being vacated.
- Allow VSC to assign the Option in the event the “Quillins” property is sold in the interim.
- Sale price will remain at Three Hundred Forty-Seven Thousand 00/100 (\$347,000.00) until 2028 then build in a five percent (5%) escalator every year thereafter.

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

MOTION TO APPROVE THE AMENDED OPTION AGREEMENT WITH VSC AS PRESENTED AND AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE DOCUMENT.

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

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

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

ITEM 3.13 – 2025 LICENSE APPLICATION

City Council reviewed a proposed Gas Installers License application from John Yehle at Coulee Region heating and Air Conditioning for 2025. The application appears to be in order, and it was recommended City Council approve the license application. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Langen as follows:

MOTION TO APPROVE THE 2025 GAS INSTALLERS LICENSE APPLICATION FROM JOHN YEHLE AT COULEE REGION HEATING AND AIR CONDITIONING.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES:

6.1 EXPLORE LA CROSSE

City Council reviewed the September 16, 2025 Explore La Crosse Board Meeting Agenda and The July 29, 2025 Board Meeting Minutes.

6.2 2025 FALL NEWSLETTER

City Council reviewed the City of La Crescent Fall Newsletter.

7. CHAMBER OF COMMERCE

A representative from the Chamber of Commerce was in attendance and had no updates.

8. HOUSTON COUNTY

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

There being no further business to come before the Council at this time, Member Langen made a motion, seconded by Member O'Donnell-Ebner 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;

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:45 P.M.

APPROVAL DATE:

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: October 10, 2025
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending October 10, 2025. We would suggest that the City Council approve the payment of the bills payable as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A1 PRECISION PUMPING INC						
13875	CITY HALL- UNPLUG SEWER LINE	09/16/2025	400.00	.00		
Total 9080:			400.00	.00		
ACENTEK						
9/25 STMT	ARENA PHONE CHARGES	09/30/2025	305.22	.00		
9/25 STMT	STREET PHONE CHARGES	09/30/2025	44.29	.00		
9/25 STMT	SEWER PHONE CHARGES	09/30/2025	125.38	.00		
9/25 STMT	WATER PHONE CHARGES	09/30/2025	154.51	.00		
9/25 STMT	CITY HALL PHONE CHARGES	09/30/2025	411.75	.00		
9/25 STMT	POLICE DEPT PHONE CHARGES	09/30/2025	316.09	.00		
9/25 STMT	BLDG/ZNG PHONE CHARGES	09/30/2025	91.52	.00		
9/25 STMT	PUBLIC WORKS PHONE CHARGES	09/30/2025	91.52	.00		
9/25 STMT	FIRE DEPT PHONE CHARGES	09/30/2025	477.56	.00		
9/25 STMT	GOLF COURSE PHONE CHARGES	09/30/2025	447.28	.00		
9/25 STMT	LIBRARY PHONE CHARGES	09/30/2025	140.90	.00		
9/25 STMT	LIC BUR PHONE CHARGES	09/30/2025	171.39	.00		
9/25 STMT	PARKS PHONE CHARGES	09/30/2025	164.90	.00		
9/25 STMT	POOL PHONE CHARGES	09/30/2025	56.22	.00		
Total 24:			2,998.53	.00		
ACM LLC						
PAY REQ 1	PINE CREEK RESTORATION	10/07/2025	110,789.00	.00		
Total 10319:			110,789.00	.00		
AFLAC						
9/25 STMT	INSURANCE PREMIUMS	10/01/2025	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
9/25 DUES	PAYROLL DEDUCTED UNION DUES	10/01/2025	587.67	.00		
Total 25:			587.67	.00		
ALERT-ALL CORP						
225090310	FD - FIRE PREVENTION SUPPLIES	09/19/2025	1,141.50	.00		
Total 9024:			1,141.50	.00		
AMAZON CAPITAL SERVICES						
11C9-6VTC-LHN	OIL PLUG	09/20/2025	29.99	.00		
11HM-1RMY-V9Y	CITY HALL - OFFICE SUPPLIES	09/21/2025	5.68	.00		
1391-H41T-Y7H	LIBRARY - BOOKS GRANT FUNDED	09/28/2025	82.66	.00		
13FX-19FX-FV14	LIBRARY - BOOKS GRANT FUNDED	09/19/2025	12.34	.00		
13LT-HKLX-9Y1D	FD - SMALL TOOLS	10/05/2025	197.98	.00		
13X7-6QTQ-9YQ	LIBRARY - PROGRAM SUPPLIES	09/18/2025	35.99	.00		
1494-Y11F-XWC	LIBRARY - BOOKS GRANT FUNDED	09/28/2025	224.30	.00		
16CJ-M4NY-3HV	FD - LIGHTS FOR TRUCK	10/06/2025	159.99	.00		
17TX-KRQD-69P	LIBRARY - BOOKS GRANT FUNDED	10/02/2025	123.56	.00		
19F4-HN1G-96P	LIBRARY - BOOKS GRANT FUNDED	10/01/2025	12.99	.00		
19GP-M1LD-JCH	LIBRARY - CLEANING SUPPLIES	09/26/2025	88.34	.00		
1C1N-YF3Q-DH	LIBRARY - BOOKS GRANT FUNDED	10/05/2025	23.13	.00		
1DDD-43R9-6W	LIBRARY - BOOKS GRANT FUNDED	09/22/2025	246.73	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1F11-M4XV-6JQ	LIBRARY - BOOKS GRANT FUNDED	10/02/2025	17.99	.00		
1GXW-3Q4Q-4H	CITY HALL - CLEANING SUPPLIES	09/24/2025	39.99	.00		
1L4M-GRTX-6RC	LIBRARY - BOOKS GRANT FUNDED	09/22/2025	345.06	.00		
1LKX-LPJH-7CX	LIBRARY - OFFICE SUPPLIES	10/08/2025	123.20	.00		
1NGT-33QF-CRH	STREET MARKING PAINT	10/06/2025	73.48	.00		
1QGD-D3LQ-9JD	LIBRARY - BOOKS GRANT FUNDED	10/05/2025	16.08	.00		
1QH1-HTP3-6MY	LIBRARY - BOOKS GRANT FUNDED	09/30/2025	5.27	.00		
1QPP-WVV9-6F	LIBRARY - OFFICE SUPPLIES CREDIT	09/19/2025	20.75-	.00		
1QRC-RHPC-1V	LIBRARY - BOOKS GRANT FUNDED	09/23/2025	7.14	.00		
1T1Q-97RW-4TR	LIBRARY - BOOKS GRANT FUNDED	09/25/2025	57.71	.00		
1TGC-3XF9-LGG	CITY HALL - OFFICE SUPPLIES	09/26/2025	39.52	.00		
1TGC-3XF9-LGG	B&Z - SMALL TOOLS	09/26/2025	23.99	.00		
1TK3-YT1C-GYL	LIBRARY - BOOKS GRANT FUNDED	10/08/2025	15.40	.00		
1V4M-XJX4-YW	LIBRARY - BOOKS GRANT FUNDED	10/04/2025	15.80	.00		
1W7J-VJVG-964	LIBRARY - BOOKS GRANT FUNDED	09/23/2025	21.00	.00		
1WPW-TPR1-J6	CITY HALL - OFFICE SUPPLIES	09/26/2025	77.68	.00		
1WYN-6HDX-FM	FD - FIRE PREVENTION TOOLS & EQUIPMENT	10/06/2025	38.00	.00		
1YDR-6NVV-6YL	LIBRARY - BOOKS GRANT FUNDED	09/22/2025	109.70	.00		
1YLW-L63C-7QX	LIBRARY - BOOKS GRANT FUNDED	10/05/2025	9.74	.00		
Total 9956:			2,259.68	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#71	ANIMAL RESCUE - SOLAR	09/01/2025	206.37	206.37	10/01/2025	
#71	MAINTENANCE BLDG - SOLAR	09/01/2025	402.46	402.46	10/01/2025	
#71	RADIUM PLANT - SOLAR	09/01/2025	402.46	402.46	10/01/2025	
Total 9859:			1,011.29	1,011.29		
AUTO VALUE LA CROSSE						
516544977	BATTERY	09/15/2025	101.99	.00		
516545234	BATTERY FOR AIR COMPRESSOR	09/17/2025	162.99	.00		
516545395	PARKS - OIL & FILTERS FOR MOWERS	09/18/2025	80.31	.00		
516545694	GC - TRACTOR REPAIR	09/22/2025	42.98	.00		
Total 2106:			388.27	.00		
AUTOMATIC SYSTEMS CO.						
043998	RADIUM PLANT CONTROL SYSTEM REPAIR	09/30/2025	2,015.00	.00		
Total 8881:			2,015.00	.00		
B & T TECHNICAL SERVICES, LLC						
1829	COMM BLDG - SOLAR ELECTRICAL SERVICE	08/31/2025	704.91	.00		
Total 9680:			704.91	.00		
BAILEY NURSERIES, INC.						
INV0733041	TREES FOR WIESER PARK, S 6TH ST & DOG PARK	09/30/2025	4,313.20	.00		
Total 10176:			4,313.20	.00		
BAKER & TAYLOR						
2039267324	LIBRARY - BOOKS GRANT FUNDED	09/03/2025	129.41	.00		
2039278233	LIBRARY - BOOKS GRANT FUNDED	09/15/2025	47.01	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8022:			176.42	.00		
BEAM INSURANCE ADMINISTRATORS LLC						
10/25 STMT	EMPLOYER PAID DENTAL -PARKS	10/03/2025	13.82-	13.82-	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -PD	10/03/2025	250.74	250.74	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -PUBLIC WORKS	10/03/2025	.01-	.01-	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -REC	10/03/2025	2.77	2.77	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -SEWER	10/03/2025	39.83	39.83	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -WATER	10/03/2025	56.42	56.42	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -CLERK	10/03/2025	120.52	120.52	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -LICENSE BUREAU	10/03/2025	158.58	158.58	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -LIBRARY	10/03/2025	46.08	46.08	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -STREET	10/03/2025	38.71	38.71	10/03/2025	
10/25 STMT	EMPLOYER PAID DENTAL -FD	10/03/2025	6.34	6.34	10/03/2025	
10/25 STMT	A/R - DENTAL -BARB GILE	10/03/2025	92.19	92.19	10/03/2025	
10/25 STMT	A/R - DENTAL -DEB OLIVER	10/03/2025	92.19	92.19	10/03/2025	
10/25 STMT	A/R - DENTAL -PAUL KENAGA	10/03/2025	92.19	92.19	10/03/2025	
10/25 STMT	A/R - DENTAL -PHYLLIS FEIOCK	10/03/2025	46.08	46.08	10/03/2025	
10/25 STMT	A/R - DENTAL -ROSE ALBRECHT	10/03/2025	46.08	46.08	10/03/2025	
10/25 STMT	DENTAL INSURANCE WITHHELD	10/03/2025	614.02	614.02	10/03/2025	
Total 9858:			1,688.91	1,688.91		
BLUE CROSS BLUE SHIELD MINNESOTA						
10/25 STMT	EMPLOYER PAID HEALTH - CLERK	09/22/2025	1,408.59	1,408.59	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - FD	09/22/2025	74.14	74.14	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - LIBRARY	09/22/2025	633.72	633.72	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - LICENSE BUREAU	09/22/2025	1,867.42	1,867.42	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - PARKS	09/22/2025	499.98	499.98	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - PD	09/22/2025	5,094.95	5,094.95	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - REC	09/22/2025	124.24	124.24	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - SEWER	09/22/2025	623.73	623.73	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - STREET	09/22/2025	1,405.98	1,405.98	09/22/2025	
10/25 STMT	EMPLOYER PAID HEALTH - WATER	09/22/2025	969.04	969.04	09/22/2025	
10/25 STMT	HEALTH INSURANCE WITHHELD	09/22/2025	3,165.78	3,165.78	09/22/2025	
Total 9672:			15,867.57	15,867.57		
BOBCAT OF THE COULEE REGION						
01-93344	PARKS - WINDOW FOR TRACK MACHINE	09/26/2025	99.16	.00		
Total 216:			99.16	.00		
BOB'S SERVICE						
837662	LIBRARY - AIR CONDITIONER	09/30/2025	8,537.00	.00		
946013	CITY HALL - BATHROOM REPAIR	09/30/2025	709.88	.00		
946014	PARKS - OLD HICKORY BATHROOM REPAIR	09/30/2025	130.99	.00		
Total 8841:			9,377.87	.00		
BREYER'S SALES AND SERVICE INC						
20743	PARKS - TRIMMER	08/05/2025	429.99	.00		
20951	PARKS - MOWER REPAIR	09/25/2025	50.98	.00		
Total 131:			480.97	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
BUREAU OF CRIMINAL APPREHENSION						
7/1/25 - 6/30/26	PD- BCA CJDN ACCESS FEE	09/30/2025	600.00	.00		
Total 9681:			600.00	.00		
CAMPBELL EMERGENCY SERVICES						
2025 PARADE	PD - APPLEFEST PARADE ASSISTANCE	09/21/2025	133.56	.00		
Total 2041:			133.56	.00		
CENTER POINT LARGE PRINT						
2195576	LIBRARY BOOKS	10/01/2025	456.66	.00		
Total 8179:			456.66	.00		
CITY OF LA CRESCENT						
9/25 FIRE	WATER/SEWER UTIL.-FIRE STATION & COMMUNITY BLD	09/30/2025	165.55	.00		
9/25 LIBRARY	WATER/SEWER UTIL.- LIBRARY	09/30/2025	117.62	.00		
Total 196:			283.17	.00		
CITY TREASURER'S OFFICE						
204560 - AUGUS	WASTEWATER TO LA CROSSE	08/31/2025	30,961.47	.00		
204681 - Q3 TRA	2025 Q3 TRANSIT LOCAL SHARE	09/19/2025	3,120.50	.00		
Total 1086:			34,081.97	.00		
CIVIC SYSTEMS, LLC						
INV-07817	SEMI-ANNUAL SOFTWARE SUPPORT FEE	07/01/2025	2,322.00	.00		
INV-07817	SEMI-ANNUAL SOFTWARE SUPPORT FEE	07/01/2025	2,322.00	.00		
INV-07817	SEMI-ANNUAL SOFTWARE SUPPORT FEE	07/01/2025	2,322.00	.00		
Total 295:			6,966.00	.00		
CLASSIC ROCK PRODUCTS INC						
1102	PARKS - MULCH FOR TREE PLANTING AT DOG PARK & P	09/25/2025	730.00	.00		
Total 278:			730.00	.00		
CLEARWAY COMMUNITY SOLAR LLC						
8/25 STMT	608 S 7TH ST- TENNIS COURT LIGHTS	08/31/2025	10.49	.00		
8/25 STMT	400 LARCH AVE- WELL 2	08/31/2025	688.02	.00		
8/25 STMT	200 STONEY POINT- WELL HOUSE	08/31/2025	832.80	.00		
8/25 STMT	523 S. CHESTNUT- ANIMAL SHELTER	08/31/2025	42.17	.00		
8/25 STMT	407 ORCHARDVIEW- BOOSTER STATION	08/31/2025	318.05	.00		
8/25 STMT	1323 SPRUCE DR - ABNET FIELDS	08/31/2025	32.95	.00		
8/25 STMT	31 MCINTOSH RD - LIFT STATION	08/31/2025	11.85	.00		
8/25 STMT	520 S 14TH ST - ICE ARENA	08/31/2025	2,685.33	.00		
8/25 STMT	336 S 1ST ST - COMM BLDG	08/31/2025	161.56	.00		
8/25 STMT	608 S 7TH ST - POOL	08/31/2025	542.04	.00		
8/25 STMT	722 N 2ND ST - RADIUM PLANT	08/31/2025	2,085.30	.00		
8/25 STMT	1200 JONATHAN LN- PARK SHELTER	08/31/2025	44.87	.00		
8/25 STMT	1450 HWY 16- LIFT STATION	08/31/2025	31.26	.00		
8/25 STMT	193 MCINTOSH RD- BOOSTER STATION	08/31/2025	192.26	.00		
8/25 STMT	110 MIDNIGHT ST - LIFT STATION	08/31/2025	54.52	.00		
8/25 STMT	209 S. WALNUT ST- LAC SIGN	08/31/2025	14.74	.00		
8/25 STMT	219 CHESTNUT ST - BRIDGE LIGHT	08/31/2025	58.79	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
8/25 STMT	202 MAIN ST - FLAG LIGHT	08/31/2025	3.33	.00		
8/25 STMT	321 MAIN ST - LIBRARY	08/31/2025	171.61	.00		
8/25 STMT	219 MAIN ST - UNIT LIGHTS	08/31/2025	82.02	.00		
Total 9854:			8,063.96	.00		
CORKY'S PIZZA & ICE CREAM						
10/02/25	PD - CHIEFS MEETING	10/02/2025	78.50	.00		
Total 241:			78.50	.00		
CULLIGAN WATER CONDITIONING						
285X22072106	CITY HALL - WATER COOLER RENTAL	10/01/2025	39.95	.00		
285X22072106	MAINT - WATER COOLER RENTAL	10/01/2025	39.95	.00		
285X22072106	PD - WATER COOLER RENTAL	10/01/2025	39.95	.00		
285X22092500	FD - WATER COOLER RENTAL	10/01/2025	39.95	.00		
Total 231:			159.80	.00		
CUSTOM ALARM						
618830	GC - MONTHLY ALARM MONITORING SYSTEM	10/01/2025	46.89	.00		
Total 290:			46.89	.00		
DAVY LABORATORIES						
2510398	WATER - TESTING	09/18/2025	114.00	.00		
25J0130	WATER - TESTING	10/08/2025	114.00	.00		
Total 312:			228.00	.00		
DEPT OF NATURAL RESOURCES						
9/16/25-9/22/25	WEEKLY RECREATIONAL VEH. REGIST.	09/22/2025	351.60	351.60	09/26/2025	
9/23/25-9/29/25	WEEKLY RECREATIONAL VEH. REGIST.	09/29/2025	734.40	734.40	10/03/2025	
9/30/25-10/6/25	WEEKLY RECREATIONAL VEH. REGIST.	10/10/2025	188.60	188.60	10/10/2025	
Total 318:			1,274.60	1,274.60		
DOBECK, RHODA						
9/25 LIBRARY	LIBRARY- CLEANING	09/30/2025	182.50	.00		
Total 10098:			182.50	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
9/26/25 P/R	FED/FICA/MEDICARE	09/30/2025	23,244.86	23,244.86	09/30/2025	
Total 1127:			23,244.86	23,244.86		
EMPLIFY HEALTH						
FD - 9/25	FD - NEW HIRE SCREENS	09/14/2025	756.00	.00		
FD - 9/25 #2	FD - NEW HIRE SCREENS	09/14/2025	40.00	.00		
Total 622:			796.00	.00		
FIRST SUPPLY LLC - LA CROSSE						
14849191-00	HYDRANT REPAIR	09/29/2025	573.57	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 557:			573.57	.00		
FLEXIBLE PLASTICS INC						
1164678	CITY GARBAGE BAGS	09/25/2025	4,059.50	.00		
Total 529:			4,059.50	.00		
GOPHER STATE ONE-CALL						
5090521	WATER - LOCATE	09/30/2025	46.57	.00		
5090521	SEWER - LOCATE	09/30/2025	46.58	.00		
Total 620:			93.15	.00		
GRIFFIN CONSTRUCTION CO., INC.						
PAY REQ #3	S 6TH ST. & OAK ST. RECONSTRUCTION	10/06/2025	162,180.20	.00		
Total 9752:			162,180.20	.00		
HILLTOPPER REFUSE & RCYL SRVC						
9/25 BAGS	MONTHLY REFUSE P/U	09/30/2025	2,625.00	.00		
9/25 GOLF	RECYCLING & REFUSE P/U GOLF COURSE	09/30/2025	218.34	.00		
9/25 STMT	REFUSE P/U CITY HALL	09/30/2025	67.89	.00		
9/25 STMT	REFUSE P/U CITY LIBRARY	09/30/2025	10.45	.00		
9/25 STMT	REFUSE P/U MAINT SHOP	09/30/2025	230.71	.00		
9/25 STMT	REFUSE P/U FIRE DEPT	09/30/2025	26.11	.00		
9/25 STMT	REFUSE P/U ARENA	09/30/2025	159.56	.00		
9/25 STMT	REFUSE P/U ANIMAL SHELTER	09/30/2025	76.42	.00		
9/25 STMT	RECYCLING P/U FIRE DEPT	09/30/2025	16.48	.00		
9/25 STMT	CITYWIDE RECYCLING P/U	09/30/2025	7,535.50	.00		
9/25 STMT	REFUSE P/U PARKS	09/30/2025	405.37	.00		
Total 9233:			11,371.83	.00		
HOKAH CO-OP OIL ASSOCIATION						
12699	GC - DIESEL AND GAS FILL	09/11/2025	2,108.50	.00		
Total 715:			2,108.50	.00		
HOUSTON CNTY TREASURER						
3775	4TH QTR SOLID WASTE FEES	10/03/2025	28,860.00	.00		
Total 1501:			28,860.00	.00		
10/25 25.0085.00	SPECIAL ASSESSMENT - PRINCIPAL	10/01/2025	569.99	569.99	10/01/2025	
10/25 25.0085.00	SPECIAL ASSESSMENT - INTEREST	10/01/2025	870.34	870.34	10/01/2025	
10/25 25.0094.00	SPECIAL ASSESSMENT - PRINCIPAL	10/01/2025	569.99	569.99	10/01/2025	
10/25 25.0094.00	SPECIAL ASSESSMENT - INTEREST	10/01/2025	870.34	870.34	10/01/2025	
10/25 25.0847.00	SPECIAL ASSESSMENT - PRINCIPAL	10/01/2025	569.99	569.99	10/01/2025	
10/25 25.0847.00	SPECIAL ASSESSMENT - INTEREST	10/01/2025	870.34	870.34	10/01/2025	
10/25 25.1155.00	SPECIAL ASSESSMENT - PRINCIPAL	10/01/2025	569.99	569.99	10/01/2025	
10/25 25.1155.00	SPECIAL ASSESSMENT - INTEREST	10/01/2025	870.34	870.34	10/01/2025	
10/25 25.1156.00	SPECIAL ASSESSMENT - PRINCIPAL	10/01/2025	569.99	569.99	10/01/2025	
10/25 25.1156.00	SPECIAL ASSESSMENT - INTEREST	10/01/2025	870.34	870.34	10/01/2025	
Total 7222:			7,201.65	7,201.65		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
HOUSTON COUNTY POSSE						
2025 PARADE	PD - APPLEFEST ASSISTAINCE	09/21/2025	72.35	.00		
Total 10063:			72.35	.00		
INTERNATIONAL UNION OF						
9/25 DUES	GC - UNION DUES WITHHELD	10/01/2025	280.00	.00		
Total 8293:			280.00	.00		
J & K OF LA CROSSE, INC.						
73062	CLEANING SERVICE - WIESER PAVILION	10/01/2025	505.00	.00		
Total 10265:			505.00	.00		
KANSAS CITY LIFE INSURANCE CO.						
10/25 STMT	EMPLOYER PAID INS. -PD	10/02/2025	86.61	86.61	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. -SEWER	10/02/2025	7.99	7.99	10/02/2025	
10/25 STMT	P/R DEDUCTIONS	10/02/2025	405.22	405.22	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. -PARKS	10/02/2025	2.82	2.82	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. -LIBRARY	10/02/2025	26.90	26.90	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. -FD	10/02/2025	.56	.56	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. - WATER	10/02/2025	10.78	10.78	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. - STREET	10/02/2025	15.77	15.77	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. - REC	10/02/2025	1.49	1.49	10/02/2025	
10/25 STMT	EMPLOYER PAID INS. - CLERK	10/02/2025	10.64	10.64	10/02/2025	
Total 8915:			568.78	568.78		
KWIK TRIP INC						
9/25 STMT	PD - FUEL	09/30/2025	1,213.74	.00		
9/25 STMT	B&Z - FUEL	09/30/2025	86.59	.00		
9/25 STMT	SEWER - FUEL	09/30/2025	54.54	.00		
9/25 STMT	WATER - FUEL	09/30/2025	54.54	.00		
9/25 STMT	PARKS - FUEL	09/30/2025	369.48	.00		
9/25 STMT	FD - FUEL	09/30/2025	548.98	.00		
9/25 STMT	STREETS - FUEL	09/30/2025	822.79	.00		
9/25 STMT	PD - WASHER FLUID	09/30/2025	7.73	.00		
Total 1014:			3,158.39	.00		
LA CRESCENT ACE HARDWARE						
9/25 STMT	MAINT - WOOD GLUE	09/30/2025	8.99	.00		
9/25 STMT	MAINT - MACHINE WRAP	09/30/2025	49.99	.00		
9/25 STMT	STREET - FORD 1 TON LIGHT	09/30/2025	31.99	.00		
9/25 STMT	STREET - OIL FOR PAINT SPRAYER	09/30/2025	7.59	.00		
9/25 STMT	FD - VEHICLE REPAIR	09/30/2025	20.98	.00		
9/25 STMT	HYDRANT REPAIR	09/30/2025	49.36	.00		
9/25 STMT	GC - POSTER BOARDS	09/30/2025	11.94	.00		
9/25 STMT	GC - FASTENERS	09/30/2025	19.68	.00		
9/25 STMT	B&Z - MOTOR OIL	09/30/2025	8.99	.00		
9/25 STMT	B&Z - WASHER FLUID	09/30/2025	4.99	.00		
9/25 STMT	PD - OFFICE SUPPLIES	09/30/2025	9.99	.00		
9/25 STMT	MAINT - SMALL TOOLS	09/30/2025	27.55	.00		
9/25 STMT	MAINT - SMALL TOOLS	09/30/2025	74.58	.00		
9/25 STMT	STREET PATCH	09/30/2025	26.97	.00		
9/25 STMT	POOL KEY	09/30/2025	14.97	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9/25 STMT	MAINT - FASTENERS	09/30/2025	6.54	.00		
9/25 STMT	MAINT - SMALL TOOLS	09/30/2025	13.47	.00		
9/25 STMT	STREET - VEHICLE REPAIR	09/30/2025	48.98	.00		
9/25 STMT	MAINT - PLIERS	09/30/2025	44.99	.00		
9/25 STMT	STREET - VEHICLE REPAIR	09/30/2025	6.99	.00		
9/25 STMT	PARKS - BATHROOM REPAIR	09/30/2025	14.58	.00		
9/25 STMT	FIRETRUCK DECORATIONS	09/30/2025	7.59	.00		
9/25 STMT	ROPE FOR APPLEFEST SETUP	09/30/2025	25.98	.00		
9/25 STMT	FD - COMPUTER CABLE	09/30/2025	19.99	.00		
9/25 STMT	CITY HALL - FURNACE FILTERS	09/30/2025	14.36	.00		
9/25 STMT	STREET - PAINT ROLLER	09/30/2025	13.18	.00		
9/25 STMT	POSTAGE FOR WATER SAMPLES	09/30/2025	22.33	.00		
9/25 STMT	POSTAGE FOR WATER SAMPLES	09/30/2025	49.04	.00		
Total 717:			656.58	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
8/25 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	09/21/2025	1,729.30	.00		
Total 9810:			1,729.30	.00		
LA CRESCENT AUTO REPAIR, INC						
34975	FD - BATTERIES FOR 1830 & 1820	09/22/2025	1,319.73	.00		
35002	B&Z - VEHICLE MAINTENANCE	09/22/2025	495.59	.00		
35009	PD- P22 VEHICLE MAINTENANCE	09/22/2025	295.05	.00		
35035	PD - P21 VEHICLE MAINTENANCE	09/24/2025	233.81	.00		
35063	FD - VEHICLE MAINT CHEVY SUBURBAN	09/26/2025	76.90	.00		
Total 8168:			2,421.08	.00		
LA CRESCENT CHAMBER OF COMMERCE						
8/25 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	09/21/2025	1,729.30	.00		
Total 1142:			1,729.30	.00		
LA CRESCENT CONVENIENCE CENTER						
9/25 CITY	PUBLIC WORKS - FUEL	09/30/2025	38.17	.00		
9/25 CITY	PARKS - FUEL	09/30/2025	549.08	.00		
9/25 POLICE	PD - FUEL	09/30/2025	113.41	.00		
Total 10267:			700.66	.00		
LA CRESCENT ROCK PRODUCTS INC						
25-377	ROCK FOR BIKE TRAIL - STONEY POINT	09/30/2025	1,944.69	.00		
Total 1121:			1,944.69	.00		
LA CROSSE AREA CONVENTION AND						
8/25 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	09/21/2025	5,409.60	.00		
Total 9824:			5,409.60	.00		
LANDRATH, SHANE						
9/25 REIMB	MILEAGE & FUEL REIMBURSEMENT	09/07/2025	123.78	.00		
Total 10315:			123.78	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
LAPHAM'S CLEANING LLC						
35	CITY HALL - CLEANING	09/24/2025	1,500.00	.00		
Total 10121:			1,500.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
9/25 DUES	PD - PAYROLL DEDUCTED UNION DUES	10/01/2025	511.00	.00		
Total 1134:			511.00	.00		
LAXPRINT.COM						
9518	NEWSLETTER PRINTING	09/18/2025	2,029.80	.00		
Total 9554:			2,029.80	.00		
LEAGUE OF MINNESOTA CITIES						
435616	2025 FALL FORUMS - K. TARRENCE	09/23/2025	30.00	.00		
Total 1117:			30.00	.00		
LEAGUE OF MN CITIES INS TRUST						
25249	POOL - WORKERS COMP DEDUCTIBLE	10/01/2025	306.63	.00		
Total 1116:			306.63	.00		
LEASE SERVICING CENTER, INC.						
52293	PD TESLA - LEASE PYMT PRINCIPAL	10/01/2025	995.09	995.09	10/01/2025	
52293	PD TESLA - LEASE PYMT INTEREST	10/01/2025	272.23	272.23	10/01/2025	
52293	EQUINOX - LEASE PYMT PRINCIPAL	10/01/2025	920.45	920.45	10/01/2025	
52293	EQUINOX - LEASE PYMT INTEREST	10/01/2025	309.30	309.30	10/01/2025	
Total 10152:			2,497.07	2,497.07		
LEMKE, ROY						
9/25 REIMB	REIMB - PESTICIDE WORKSHOP APPLICATOR LICENSE	09/24/2025	145.00	.00		
Total 1109:			145.00	.00		
LUDWIGSON, JASON						
9/25 GRANT	GRANT HOURS WORKED	09/30/2025	948.48	.00		
9/25 MILEAGE	MILEAGE	09/26/2025	22.40	.00		
9/25 REGULAR	SUSTAINABILITY SERVICES	09/30/2025	4,426.24	.00		
Total 9632:			5,397.12	.00		
MATHY CONSTRUCTION COMPANY INC						
5200024906	STREET - COLD MIX STREET PATCH	09/20/2025	1,063.10	.00		
5200025031	WATER - STREET PATCH TO FIX LEAK DAMAGE	10/09/2025	21,643.00	.00		
5200025031	STREET - STREET PATCH	10/09/2025	13,219.14	.00		
Total 1303:			35,925.24	.00		
MAYO CLINIC AMBULANCE SERVICE						
3018089	CPR CLASS	09/19/2025	18.00	.00		
Total 8150:			18.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MEIER, JOHN						
9/25 REIMB	REIMBURSE - FD PURCHASE	09/17/2025	17.09	.00		
Total 9594:			17.09	.00		
MENARDS-LA CROSSE						
17108	PARKS - MATERIALS FOR NEW SIGNS	09/03/2025	488.74	.00		
17149	PARKS - MATERIALS FOR NEW SIGNS	09/04/2025	140.32	.00		
17384	PARKS - FALL DECORATIONS	09/10/2025	199.71	.00		
17666	FIRE TRUCK DECORATIONS	09/18/2025	21.75	.00		
18175	STREETS - SMALL TOOLS	09/30/2025	205.86	.00		
18175	STREETS - STREET MATERIALS	09/30/2025	57.87	.00		
18286	PRESSURE WASHER REPAIR	10/03/2025	19.98	.00		
Total 1352:			1,134.23	.00		
MIDWEST MACHINERY CO.						
10643930	PARKS - MOWER DECK GUARD	09/26/2025	703.43	.00		
Total 9837:			703.43	.00		
MIDWEST TAPE						
507733472	LIBRARY- MOVIES GRANT FUNDED	09/12/2025	80.97	.00		
507762490	LIBRARY- MOVIES GRANT FUNDED	09/18/2025	73.47	.00		
507791069	LIBRARY- MOVIES GRANT FUNDED	09/25/2025	71.47	.00		
507830817	LIBRARY- MOVIES GRANT FUNDED	10/03/2025	35.69	.00		
Total 9851:			261.60	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
9/26/25 P/R	MN CHILD SUPPORT	09/29/2025	497.46	497.46	09/29/2025	
Total 9597:			497.46	497.46		
MINNESOTA DEPT OF REVENUE						
9/26/25 P/R	MN STATE WHT	09/30/2025	4,589.00	4,589.00	09/30/2025	
Total 227:			4,589.00	4,589.00		
MISSISSIPPI WELDERS SUPPLY CO						
4671799	SHOP- COMPRESSED GAS	10/02/2025	56.00	.00		
4675068	MAINT - WELDING RODS	10/07/2025	86.80	.00		
Total 1322:			142.80	.00		
MN DEPT OF LABOR & INDUSTRY						
3RD QTR 2025	BUILDING PERMIT SURCHARGES	10/03/2025	236.57	236.57	10/03/2025	
3RD QTR 2025	LESS RETENTION	10/03/2025	25.00-	25.00-	10/03/2025	
Total 9093:			211.57	211.57		
MN FIRE SERVICE CERT. BOARD						
14737	FD - RECERTIFICATIONS	09/25/2025	105.00	.00		
Total 1270:			105.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MUNICIPAL EMERGENCY SERVICES, INC.						
IN2345857	FD - UNIFORM BADGES	09/24/2025	204.00	.00		
Total 8816:			204.00	.00		
NCPERS GROUP LIFE INSURANCE						
9/25 STMT	LIFE INSURANCE PREMIUMS	10/01/2025	176.00	.00		
Total 1619:			176.00	.00		
NESS PUMPING SERVICE						
11948	PARKS - TOILET RENTAL	09/24/2025	612.00	.00		
Total 10061:			612.00	.00		
OAK STREET DESIGNS, LLC						
1451	FD - VINYL LETTERS FOR BANNERS	09/22/2025	84.00	.00		
Total 10126:			84.00	.00		
PALE BLUE DOT LLC						
1494	PROGRESS PAYMENT - CONSULTING SERV. LOCAL CLIM	09/30/2025	4,620.00	.00		
Total 10309:			4,620.00	.00		
PENDELTON TURF SUPPLY INC						
12731	GC - SAFETY EQUIPMENT FOR SPRAYING	09/22/2025	264.00	.00		
Total 9169:			264.00	.00		
PEPSI-COLA BOTTLING COMPANY						
9178671	GC - POP FOR RESALE	09/03/2025	707.00	.00		
9180804	GC - POP FOR RESALE	09/16/2025	411.00	.00		
9182984	GC - POP FOR RESALE	09/30/2025	298.00	.00		
Total 1615:			1,416.00	.00		
PERFORMANCE FOODSERVICE						
146753	GC - FOOD FOR RESALE	09/03/2025	647.35	.00		
152551	GC - CLEANING SUPPLIES	09/10/2025	44.00	.00		
152551	GC - FOOD FOR RESALE	09/10/2025	381.28	.00		
160062	GC - STEAKS PAID BY MENS LEAGUE	09/18/2025	116.05	.00		
Total 10087:			1,188.68	.00		
POINT C						
9/26/25 K. TARR	MEDICAL REIMB P/R DEDUCTED- K. TARRENCE	09/30/2025	139.44	139.44	09/30/2025	
Total 10202:			139.44	139.44		
PROLOGUE PLANNING GROUP						
9/1/25 - 9/30/25	ECONOMIC DEVELOPMENT SERVICES	09/30/2025	5,691.23	.00		
Total 10006:			5,691.23	.00		
PUBLIC EMPLOYEES RETIREMENT						
9/26/25 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	10/01/2025	18,451.23	18,451.23	10/01/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1612:			18,451.23	18,451.23		
PYE-BARKER FIRE & SAFETY, LLC						
INN00354560	WATER PLANT ANNUAL SPRINKLER INSPECTION	10/08/2025	370.00	.00		
Total 10318:			370.00	.00		
QUADIENT FINANCE USA, INC						
9/25 STMT	Postage Meter Postage- Animal shelter	09/15/2025	3.00	3.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Arena	09/15/2025	3.00	3.00	10/01/2025	
9/25 STMT	Postage Meter Postage- B & Z	09/15/2025	21.00	21.00	10/01/2025	
9/25 STMT	Postage Meter Postage- FIRE DEPARTMENT	09/15/2025	12.00	12.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Golf course	09/15/2025	9.00	9.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Library	09/15/2025	9.00	9.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Clerk	09/15/2025	45.00	45.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Lic Bur	09/15/2025	30.00	30.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Police	09/15/2025	21.00	21.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Pool	09/15/2025	6.00	6.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Public works	09/15/2025	15.00	15.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Sewer	09/15/2025	63.00	63.00	10/01/2025	
9/25 STMT	Postage Meter Postage- Water	09/15/2025	63.00	63.00	10/01/2025	
Total 9799:			300.00	300.00		
QUILLINS LA CRESCENT						
9/25 STMT	LIBRARY - PROGRAM SUPPLIES	09/30/2025	21.34	.00		
9/25 STMT	LIBRARY - PROGRAM SUPPLIES	09/30/2025	44.68	.00		
9/25 STMT	CITY HALL - CLEANING SUPPLIES	09/30/2025	4.29	.00		
Total 1707:			70.31	.00		
RONCO ENGINEERING SALES INC						
3408437	GC - EQUIPMENT REPAIR	09/19/2025	54.72	.00		
Total 1813:			54.72	.00		
SAM'S CLUB						
9/25 STMT	DMV - CLEANING SUPPLIES	09/30/2025	60.54	60.54	10/01/2025	
9/25 STMT	PARKS - GARBAGE BAGS	09/30/2025	214.80	214.80	10/01/2025	
9/25 STMT	CITY HALL - OFFICE SUPPLIES	09/30/2025	65.96	65.96	10/01/2025	
9/25 STMT	MAINT - OFFICE SUPPLIES	09/30/2025	44.04	44.04	10/01/2025	
9/25 STMT	CITY HALL - CLEANING SUPPLIES	09/30/2025	17.94	17.94	10/01/2025	
9/25 STMT	FD - CANDY FOR APPLEFEST	09/30/2025	300.10	300.10	10/01/2025	
9/25 STMT	PD - CANDY FOR APPLEFEST	09/30/2025	300.10	300.10	10/01/2025	
Total 1861:			1,003.48	1,003.48		
SCHOTT DISTRIBUTING CO., INC.						
692173	GC - BEER FOR RESALE	09/04/2025	785.85	.00		
692173	GC - POP FOR RESALE	09/04/2025	73.50	.00		
696918	GC - BEER FOR RESALE	09/18/2025	43.55	.00		
Total 1931:			902.90	.00		
SCHUSTER, AMY						
RENTAL REFUN	PARK USE FEE REFUND	10/09/2025	140.35-	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
RENTAL REFUN	SALES TAX	10/09/2025	9.65-	.00		
Total 10316:			150.00-	.00		
SMITH SCHAFER & ASSOC. LTD						
44397	PROGRESS BILLING - 2024 AUDIT	09/30/2025	15,000.00	.00		
Total 10317:			15,000.00	.00		
SOUTHEAST LIBRARIES COOP						
053785	LIBRARY- ILS PACKAGE AND PC SUPPORT	10/01/2025	821.74	.00		
Total 1962:			821.74	.00		
SUPERIOR TURF SERVICES						
8126	GC - CHEMICALS	09/25/2025	857.63	.00		
Total 9826:			857.63	.00		
THE BUYERS EX-PRESS						
4776	GC - ADVERTISING	10/01/2025	150.00	.00		
Total 9513:			150.00	.00		
TOTAL LAND CARE, LLC						
1912	MOWING 333 N 1ST ST	09/12/2025	149.63	.00		
1913	MOWING AT 119 HILLVIEW	09/12/2025	64.13	.00		
Total 10284:			213.76	.00		
TRI-STATE BUSINESS MACHINES IN						
634392	LIBRARY - COPY/PRINTER	08/12/2025	98.00	98.00	10/01/2025	
635584	B&Z - COPY/PRINTER	08/28/2025	70.97	70.97	10/01/2025	
635584	FD - COPY/PRINTER	08/28/2025	9.49	9.49	10/01/2025	
635584	GOLF COURSE - COPY/PRINTER	08/28/2025	23.07	23.07	10/01/2025	
635584	MOTOR VEHICLE - COPY/PRINTER	08/28/2025	67.19	67.19	10/01/2025	
635584	POLICE DEPT - COPY/PRINTER	08/28/2025	119.24	119.24	10/01/2025	
635584	SEWER - COPY/PRINTER	08/28/2025	47.30	47.30	10/01/2025	
635584	WATER - COPY/PRINTER	08/28/2025	47.30	47.30	10/01/2025	
635584	CLERK - COPY/PRINTER	08/28/2025	118.28	118.28	10/01/2025	
635584	PUBLIC WORKS - COPY/PRINTER	08/28/2025	118.28	118.28	10/01/2025	
636716	LIBRARY - CPOY/PRINTER	09/12/2025	98.00	.00		
637084	CLERK - COPY/PRINTER	09/18/2025	162.19	.00		
637084	PUBLIC WORKS - COPY/PRINTER	09/18/2025	162.19	.00		
637084	B&Z - COPY/PRINTER	09/18/2025	97.32	.00		
637084	WATER - COPY/PRINTER	09/18/2025	64.88	.00		
637084	SEWER - COPY/PRINTER	09/18/2025	64.88	.00		
637084	POLICE DEPT - COPY/PRINTER	09/18/2025	136.29	.00		
637084	MOTOR VEHICLE - COPY/PRINTER	09/18/2025	60.00	.00		
637084	GOLF COURSE - COPY/PRINTER	09/18/2025	17.04	.00		
637084	FD - COPY/PRINTER	09/18/2025	16.88	.00		
Total 2024:			1,598.79	719.12		
ULINE						
198637184	PARKS - DOG WASTE BAGS	09/30/2025	402.67	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9422:			402.67	.00		
US POSTAL SERVICE						
10/25 NEWSLET	NEWSLETTER POSTAGE	10/03/2025	773.77	773.77	10/03/2025	
9/25 CYCLE 2 BI	POSTAGE - WATER/SEWER BILL	10/01/2025	135.12	135.12	10/01/2025	
9/25 CYCLE 2 BI	POSTAGE - WATER/SEWER BILL	10/01/2025	135.11	135.11	10/01/2025	
PERMIT #34 202	PERMIT #34 PRESORT MAIL FEE	10/07/2025	185.00	185.00	10/07/2025	
PERMIT #34 202	PERMIT #34 PRESORT MAIL FEE	10/07/2025	185.00	185.00	10/07/2025	
Total 2102:			1,414.00	1,414.00		
VAN METER INC.						
S014069635.001	PARTS FOR COMMUNCATION AT RADIUM PLANT	09/29/2025	638.19	.00		
Total 10036:			638.19	.00		
VERIZON WIRELESS						
6122176568	B&Z - COMPUTER DATA	08/28/2025	70.04	.00		
6122176568	PD - COMPUTER DATA & PHONE SERVICE	08/28/2025	470.39	.00		
6122176568	WATER DEPT - DATA	08/28/2025	35.01	.00		
6122176568	SEWER DEPT - DATA	08/28/2025	35.01	.00		
6122477624	WATER DEPT - WIRELESS	08/31/2025	57.75	.00		
6122477624	SEWER DEPT - WIRELESS	08/31/2025	57.75	.00		
6124637419	FD - MOBILE	09/28/2025	180.09	.00		
6124660214	B&Z - COMPUTER DATA	09/28/2025	60.04	.00		
6124660214	WATER DEPT - DATA	09/28/2025	35.01	.00		
6124660214	SEWER DEPT - DATA	09/28/2025	35.01	.00		
6124660214	PD - COMPUTER DATA & PHONE SERVICE	09/28/2025	372.60	.00		
6124961534	WATER DEPT - WIRELESS	09/30/2025	57.89	.00		
6124961534	SEWER DEPT - WIRELESS	09/30/2025	57.89	.00		
Total 8973:			1,524.48	.00		
VISA						
9/25 STMT	MAINT - AIR COMPRESSOR FOR SHOP	09/30/2025	3,246.32	.00		
9/25 STMT	MAINT - AIR COMPRESSOR FOR SHOP RETURN	09/30/2025	2,907.58-	.00		
9/25 STMT	FD - HOTEL & MEALS FOR TRAINING	09/30/2025	692.34	.00		
9/25 STMT	PD - HOTEL FOR TRAINING 301 & 303	09/30/2025	610.86	.00		
9/25 STMT	PD - INTERNET PEOPLE SEARCH	09/30/2025	75.00	.00		
9/25 STMT	PD - TRAINING D. DAVEAU	09/30/2025	150.00	.00		
9/25 STMT	PD - HOTEL FOR TRAINING	09/30/2025	627.20	.00		
9/25 STMT	PD - TRAINING CREDIT	09/30/2025	349.00-	.00		
9/25 STMT	AD - PUBLIC HEARING VACATION OF UNION STREET	09/30/2025	17.25	.00		
9/25 STMT	TRAILER RENTAL FOR BIKE RACE	09/30/2025	471.96	.00		
9/25 STMT	RADIO PROGRAMMING EQUIPMENT FOR EMERGENCY S	09/30/2025	69.46	.00		
9/25 STMT	FD - FIRE MARSHALL CONFERENCE	09/30/2025	390.00	.00		
9/25 STMT	FD - BUSINESS CARDS	09/30/2025	40.58	.00		
9/25 STMT	FD - FIRE MARSHALL ANNUAL MEMBERSHIP	09/30/2025	40.00	.00		
9/25 STMT	RETURN SHIPPING FOR AIR COMPRESSOR	09/30/2025	203.37	.00		
9/25 STMT	LIBRARY - PROGRAM SUPPLIES	09/30/2025	159.86	.00		
9/25 STMT	LIBRARY - PROGRAM SUPPLIES	09/30/2025	95.95	.00		
9/25 STMT	LIBRARY - BOOKS GRANT FUNDED	09/30/2025	36.74	.00		
9/25 STMT	LIBRARY - PROGRAM SUPPLIES	09/30/2025	48.00	.00		
9/25 STMT	AD - SUMMARY OF ORD 594	09/30/2025	10.30	.00		
9/25 STMT	AUDIT PREP LUNCH MEETING	09/30/2025	61.29	.00		
9/25 STMT	AUDIT PREP LUNCH MEETING	09/30/2025	20.68	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9/25 STMT	MAINT - AIR COMPRESSOR FOR SHOP	09/30/2025	3,814.63	.00		
9/25 STMT	PARKS - MOTOR FUEL	09/30/2025	100.08	.00		
9/25 STMT	B&Z - MEETING DUES SEMCO	09/30/2025	20.72	.00		
9/25 STMT	B&Z - 2025 MN DEPT OF LABOR FALL SEMINAR	09/30/2025	100.00	.00		
9/25 STMT	PD - BODY CAMERAS	09/30/2025	709.26	.00		
Total 2208:			8,555.27	.00		
VISION DESIGN GROUP						
127758	QTRLY WEB SITE HOSTING FEES	10/01/2025	180.00	.00		
Total 9254:			180.00	.00		
VOYA INSTITUTIONAL TRUST COMPANY						
9/26/25 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	09/30/2025	4,347.50	4,347.50	09/30/2025	
Total 10290:			4,347.50	4,347.50		
WHKS & CO.						
55336	REDWOOD ST. STORM SEWER IMPROVEMENTS	08/29/2025	1,232.40	.00		
55453	WALNUT STREET RECONSTRUCTION	08/29/2025	24,495.95	.00		
55466	PINE CREEK FINAL DESIGN & CONSTRUCTION	08/29/2025	4,909.20	.00		
Total 8290:			30,637.55	.00		
WIESER LAW OFFICE PC						
9/25 CITY	BLDG/ZNG - LEGAL FEES	09/30/2025	1,526.41	.00		
9/25 CITY	CLERK - LEGAL FEES	09/30/2025	1,526.41	.00		
9/25 CITY	COUNCIL - LEGAL FEES	09/30/2025	1,526.41	.00		
9/25 CITY	WATER DEPT - LEGAL FEES	09/30/2025	763.21	.00		
9/25 CITY	SEWER DEPT - LEGAL FEES	09/30/2025	763.20	.00		
9/25 POLICE	PD - LEGAL FEES	09/30/2025	4,713.38	.00		
Total 2361:			10,819.02	.00		
WINONA COUNTY AUDITOR- TREASURER						
RP 01.000.0732	PARKS - PROPERTY TAX	10/01/2025	72.00	72.00	10/01/2025	
Total 8723:			72.00	72.00		
WINONA COUNTY SOAR TEAM						
2025 PARADE	PD - APPLE FEST PARADE ASSISTANCE	09/21/2025	38.96	.00		
Total 8370:			38.96	.00		
WOLOSEK LANDSCAPING & GOLF COU						
48103	GC - SAND FOR GREENS	09/19/2025	2,245.78	.00		
Total 2380:			2,245.78	.00		
XCEL ENERGY						
8/25 STMT	CITY HALL - 315 MAIN	08/31/2025	833.69	833.69	09/29/2025	
8/25 STMT	LIBRARY - 321 MAIN	08/31/2025	209.72	209.72	09/29/2025	
8/25 STMT	FLAG LIGHT - 202 MAIN	08/31/2025	4.74	4.74	09/29/2025	
8/25 STMT	FLAG LIGHT - 226 MAIN	08/31/2025	21.24	21.24	09/29/2025	
8/25 STMT	SIGN LIGHT - 525 S CHESTNUT	08/31/2025	10.19	10.19	09/29/2025	
8/25 STMT	STREET LIGHTS - PO BOX 142	08/31/2025	7,185.67	7,185.67	09/29/2025	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
8/25 STMT	UNIT STREET LIGHTS - 33 S WALNUT	08/31/2025	15.96	15.96	09/29/2025	
8/25 STMT	CITY HALL GREEN SPACE - 322 S 1ST	08/31/2025	22.28	22.28	09/29/2025	
8/25 STMT	RESERVOIR - 1026 CRESCENT HILLS	08/31/2025	10.00	10.00	09/29/2025	
8/25 STMT	WWTP - 222 HWY 16	08/31/2025	420.28	420.28	09/29/2025	
8/25 STMT	WELL HOUSE - 200 STONEY PT RD	08/31/2025	986.52	986.52	09/29/2025	
8/25 STMT	ABNET FIELD - 1323 SPRUCE	08/31/2025	6.29	6.29	09/29/2025	
8/25 STMT	SHORE ACRES - GRINDER PUMPS	08/31/2025	247.36	247.36	09/29/2025	
8/25 STMT	TENNIS COURT LIGHTS - 608 S 7TH	08/31/2025	.20	.20	09/29/2025	
8/25 STMT	ICE ARENA - 520 S 14TH	08/31/2025	2,466.73	2,466.73	09/29/2025	
8/25 STMT	LIFT STATION - 31 MCINTOSH RD E	08/31/2025	5.61	5.61	09/29/2025	
8/25 STMT	POOL - 608 S 7TH	08/31/2025	1,347.85	1,347.85	09/29/2025	
8/25 STMT	WELL #3 - 417 WALNUT PL	08/31/2025	1,907.45	1,907.45	09/29/2025	
8/25 STMT	WELL #2 - 400 LARCH	08/31/2025	683.39	683.39	09/29/2025	
8/25 STMT	BOOSTER STATION - 193 MCINTOSH E	08/31/2025	94.84	94.84	09/29/2025	
Total 1410:			16,480.01	16,480.01		
ZIEBELL'S HIAWATHA FOODS INC						
436827	GC - CLEANING SUPPLIES	09/12/2025	118.94	.00		
436827	GC - FOOD FOR RESALE	09/12/2025	266.39	.00		
437361	GC - FOOD FOR RESALE	09/19/2025	156.44	.00		
437361	GC - CLEANING SUPPLIES	09/19/2025	336.28	.00		
Total 2417:			878.05	.00		
Grand Totals:			655,711.76	101,579.54		

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



WIESER LAW OFFICE, P.C.

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

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

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

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator
Attorney Andrew Wolf

FROM: Skip Wieser, City Attorney

DATE: October 7, 2025

RE: Agenda Item No. 3.1 – Active Litigation 28-CV-24-518

The undersigned, along with Attorney Andrew Wolf from the Iverson Reuvers firm, will be in attendance to have a discussion regarding litigation strategy regarding the above matter. In order to preserve attorney-client privilege, we suggest the City Council conduct this item in closed session and will discuss that process for this at the meeting.

3.2



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: October 10th, 2025

RE: Planning Commission meeting minutes October 7th, 2025

Attached for your review are the minutes from the October 7th, 2025, meeting of the Planning Commission.

There are two items in the minutes that require action from the City Council.

A Public Hearing was held as required, for two (2) Conditional Use Permit applications.

Item 5A of the minutes was a Public Hearing for a Conditional Use Permit application for 408 Shore Acres Road, applicant David Kulasiewicz, for the construction of an accessory structure in the R1-A Low Density Residential District, with Shoreland Management and Flood Plain overlays.

Item 5B of the minutes was a Public Hearing for a Conditional Use Permit application for 190 Main St, applicant Carbon MN, LLC, to allow for the operation of cultivation, extraction and manufacturing of cannabis, in the Industrial Zoned District.

Attached to this memo and minutes is the staff report, Conditional Use Permit application, and correspondence from the Minnesota DNR for Item 5A as well as the staff report and Conditional Use Permit application for Item 5B.

The remainder of the meeting minutes are informational only.

MINUTES, REGULAR MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT,
MINNESOTA
October 7th, 2025

The Planning Commission met at 5:30 p.m., on October 7th, 2025, in the City's Community Building located at 336 S. 1st Street.

Item 1. Call to Order

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

Item 2. Pledge of Allegiance

Members recited the Pledge of Allegiance.

Item 3. Roll Call

Upon a roll call taken and tallied by Josh Tarrence, Building Inspector, the following members were present: Don Hogan, Mike Welch, Jerry Steffes, Greg Husmann, Judy Enright, Dave Hanifl and Ex-Officio City Council Representative Chris Langen. City Attorney Skip Wieser was also present.

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

After reviewing the minutes from the July 1st, 2025 meeting, a motion to accept the minutes, was made by Vice Chair Husmann and seconded by Commissioner Welch. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

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

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

Item 5. Public Hearing-

A public hearing was opened at 5:32PM in regards to items 5A and 5B. Community members present for the public hearing were as follows:

Bruce Bauer	La Crescent
Austin Wszolek	1501 Saint Andrew
Dave Kulasiewicz	408 Shore Acres Road
Matt Kildahl	19706 Perkins Valley Dr
Alex Troester	17023 Hillside Road

Dave Baumgartner
Edward Walker
Jack McCormick

2115 Green Bay St
326 Shore Acres Road

5A. PC-2025-02 CUP “Kulasiewicz Accessory Structure”

Item 5A is an application for a Conditional Use Permit for 408 Shore Acres Road, in La Crescent. The proposed project is the construction of an accessory structure, using an alternative method to fill, with the size of the structure totaling 768 square feet. The alternative method to fill is called “wet flood proofing”, which is installing 4 Smart Vent flood openings. Josh Tarrence provided a brief overview of the application and the project and discussed his recommendation per the provided staff report. The Planning Commission and applicant were provided with correspondence from the Minnesota DNR.

David Kulasiewicz, applicant for the Conditional Use Permit, spoke to the Planning Commission members in regards to the proposed project.

After discussion by the Planning Commission members, City Staff, City Attorney, and the applicant, a motion was made to recommend to the City Council, the approval of the Conditional Use Permit, using the alternative method to fill, with the total size of the structure being 576 square feet or less, using the following criteria for granting the Conditional Use Permit and Conditions of Approval:

12.06 CONDITIONAL USE PERMITS

Subd. 1. PERMIT REQUIRED. It shall be unlawful to use any structure or land for any purpose requiring a conditional use permit in the zoning district in which the property is located without first obtaining a conditional use permit from the city. Where applicable, a building permit shall also be obtained from the city.

Subd. 2. CHANGES IN PERMITS. Any change involving structural alterations, enlargement, intensification of use, or similar change not specifically permitted by the conditional use permit issued shall require an amended conditional use permit and all procedures shall apply as if a new permit were being issued.

Subd. 3. CRITERIA FOR GRANTING CONDITIONAL USE PERMITS. In granting a conditional use permit, the La Crescent City Council shall consider the advice, recommendations and findings of the Planning Commission and the effect of the proposed use on upon the health, safety, morals and general welfare of occupants of surrounding lands. The City Council may make the following findings where applicable:

- A. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.**

Response (Findings): The construction of the proposed use will not be injurious to others in the immediate vicinity. The area in questions is largely developed with residential and related uses.

- B. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses**

predominant in the area. The adjoining property is already developed.

Response (Findings): The proposed project will not impede any uses as the structure will be constructed off the public roadway.

C. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Response (Findings): Yes, there are adequate facilities and the proposed use will not adversely impact public utilities.

D. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Response (Findings): N/A

E. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Response (Findings): The proposed use will not generate any odors, fumes, dust, noise, or other vibrations.

F. The use is not in conflict with the policies of the City of La Crescent.

Response (Findings): The use is not in conflict with the policies of the City of La Crescent.

G. The use will not cause traffic hazards or congestion.

Response (Findings): The proposed use will not create or cause traffic hazards or traffic congestion.

H. Existing uses will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

Response (Findings): The existing uses will not be impacted.

Conditions of Approval

A. Applicant will abide by the representations made by the applicant or their agents made during the permitting process, to the extent those representations were not negated by the Planning Commission

or City Council and to the extent they are not inconsistent with spirit or letter explicit conditions of the Conditional Use Permit.

- B. Applicant comply with all federal, state, and local regulations.
- C. Exterior lighting will comply with the La Crescent Building Codes.
- D. The building footprint cannot exceed Five Hundred Seventy-Six (576) square feet.

The motion was made by Vice Chair Husmann and seconded by Commissioner Enright. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Greg Husmann	Yes
Judy Enright	Yes
Jerry Steffes	Yes
Mike Welch	Yes
Don Hogan	Yes

and the following member voted against the same;

Dave Hanifl	No
-------------	----

The motion was declared duly carried.

5B. PC-2025-03 “Carbon MN”

Item 5B is an application for a Conditional Use Permit for 190 Main St. The application is to allow for the operation of cultivation, extraction, and manufacturing of cannabis, in the Industrial Zoned District. Josh Tarrence gave a brief overview of the application and his staff report, stating that the proposed use is a Conditional Use per the Zoning Ordinance.

Austin Wszolek, the applicant, addressed the Planning Commission about the proposed use and answered any questions the Planning Commission had.

Dave Baumgartner and Bruce Bauer also addressed the Planning Commission and asked questions answered by the applicant.

After discussion, a motion was made to recommend to the City Council, the approval of the Conditional Use Permit for Carbon MN, LLC at 190 Main St, using the following criteria for granting the Conditional Use Permit and Conditions of Approval:

12.06 CONDITIONAL USE PERMITS

Subd. 1. PERMIT REQUIRED. It shall be unlawful to use any structure or land for any purpose requiring a conditional use permit in the zoning district in which the property is located without first obtaining a conditional use permit from the city. Where applicable, a building permit shall also be obtained from the city.

Subd. 2. CHANGES IN PERMITS. Any change involving structural alterations, enlargement, intensification of use, or similar change not specifically permitted by the conditional use permit issued shall require an amended conditional use permit and all procedures shall apply as if a new permit were being issued.

Subd. 3. CRITERIA FOR GRANTING CONDITIONAL USE PERMITS. In granting a conditional use permit, the La Crescent City Council shall consider the advice, recommendations and findings of the Planning Commission and the effect of the proposed use on upon the health, safety, morals and general welfare of occupants of surrounding lands. The City Council may make the following findings where applicable:

- A. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.**

Response (Findings): Conditional use will not be injurious to adjoining properties as applicant has submitted to the Office of Cannabis Management compliant odor mitigation system and theft mitigation system. Adjoining properties are industrial in nature.

- B. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**

Response (Findings): The proposed conditional use will not impede normal development as the adjoining areas are already developed for industrial uses.

- C. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.**

Response (Findings): Adequate utilities, access roads, and drainages are already in place.

- D. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

Response (Findings): The existing structure has sufficient loading area already in place. There is also onsite parking available and minimal off-street parking will be utilized.

- E. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Response (Findings): Applicant has submitted to the Office of Cannabis Management odor

mitigation plan. Applicant will submit this plan to the City engineering firm for approval.

F. The use is not in conflict with the policies of the City of La Crescent.

Response (Findings): The use is not in conflict with the policies of the City of La Crescent. The proposed use has been identified as a conditional use within the City Zoning Ordinance.

G. The use will not cause traffic hazards or congestion.

Response (Findings): The proposed use will not create or cause traffic hazards or traffic congestion.

H. Existing uses will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

Response (Findings): The existing uses will not be impacted.

Conditions of Approval

- A. Applicant will abide by the representations made by the applicant or their agents made during the permitting process, to the extent those representations were not negated by the Planning Commission or City Council and to the extent they are not inconsistent with spirit or letter explicit conditions of the Conditional Use Permit.
- B. Exterior lighting will comply with the La Crescent Building Codes.
- C. Applicant comply with all federal, state, and local regulations.
- D. No retail sales will take place at this location.
- E. The proposed use will not exceed 5,000 square feet.
- F. The odor mitigation plan will comply with Ordinance No. 587(6)(G) and be reviewed and approved by Minnesota Office of Cannabis Management and reviewed and approved by the City engineering firm, WHKS.
- G. Security/theft mitigation will comply with Ordinance No. 587(6)(H) and be reviewed and approved by Minnesota Office of Cannabis Management along with the Chief of Police for the La Crescent Police Department

The motion was made by Commissioner Enright and seconded by Commissioner Welch. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Judy Enright	Yes
Mike Welch	Yes
Dave Hanifl	Yes

Don Hogan

Yes

and the following member voted against the same;

Greg Husmann

No

Jerry Steffes abstained from the vote.

The motion was declared duly carried.

Item 6. November Meeting Date

Discussion was had by the Planning Commission members in regards to the November meeting date. The scheduled date is on election day. After discussion, and determining there are no elections to be held in La Crescent on that date, the Planning Commission agreed to keep the meeting date November 4th, 2025.

Item 7. Future Agenda Items- Commission Members

There were no future agenda items discussed.

Item 8. Adjourn

A motion was made to adjourn the meeting by Vice Chair Welch. The motion was seconded by Commissioner Enright.

The Planning Commission meeting was adjourned at 6:41PM.

**PLANNING COMMISSION
CUP PUBLIC HEARING
STAFF REPORT**

MEETING DATE: October 7th, 2025

CASE NUMBER: PC-25-02 CUP "Kulasiewicz Accessory Structure"

OWNER: David Kulasiewicz
408 Shore Acres Road
La Crescent, MN 55947

PARCEL IDs: 250688000

APPLICANT: Same as owner

REQUEST: Proposed Conditional Use Permit ("CUP") to allow an accessory structure to be constructed in the flood fringe district at ground level, below the Regulatory Flood Protection Elevation with internal flood protection. The applicant is also proposing the structure to exceed 576 square feet.

LOCATION: The property is located 408 Shore Acres Road.

**GENERAL PLAN/
ZONING DESIGNATION:** Residential / R1-A Low Density Residential District, Shoreland Management, Floodplain

SURROUNDING USES: North: Residential;

South: Residential;

East: Waterway;

West: Agricultural

BACKGROUND

The property has a single-family dwelling with tuck under garage, located in the flood fringe on Shore Acres Road.

PROPOSAL

PC-25-02 CUP is a request for a Conditional Use Permit to allow for an accessory structure to be constructed in the flood fringe at ground level, using internal flood protection. They are proposing that the structure will exceed 576 square feet.

PLANNING STAFF ANALYSIS

Relationship to Comprehensive Plan:

The property is designated by the City's General Plan as "Neighborhood Residential."

This property is zoned R-1A Low Density Residential with Shoreland Management and Floodplain overlays.

The property is governed by 12.32 Flood Fringe District, of the La Crescent Zoning Ordinance.

12.32 FLOOD FRINGE DISTRICT (FF)

Subd. 1. PERMITTED USES. Permitted Uses shall be those uses of land or structures listed as Permitted Uses in the underlying zoning use district(s). All Permitted Uses shall comply with the standards for Flood Fringe "Permitted Uses" and the standards for all Flood Fringe "Permitted and Conditional Uses" listed.

Subd. 2. STANDARDS FOR FLOOD FRINGE PERMITTED USES.

- A. All structures, including accessory structures, must be elevated on fill so that the lowest floor, as defined, is at or above the Regulatory Flood Protection Elevation. The finished fill elevation for structures must be no lower than two (2) foot below the Regulatory Flood Protection Elevation and the fill must extend at such elevation at least fifteen (15) feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the community.
- B. Accessory Structures. As an alternative to fill, accessory structures that constitute a minimal investment and that do not exceed 576 square feet for the outside dimension at ground level may be internally flood proofed to the FP3 or FP4 floodproofing classifications in the State Building Code, provided that:
 - 1. The accessory structure constitutes a minimal investment, does not exceed 576 square feet in size, and is only used for parking and storage.
 - 2. All portions of floodproofed accessory structures below the Regulatory Flood Protection Elevation must be: (i) adequately anchored to prevent flotation, collapse or lateral movement and designed to equalize hydrostatic flood forces on exterior walls, (ii) be constructed with materials resistant to flood damage, and (iii) must have all service utilities be water-tight or elevated to

above the regulatory flood protection elevation

3. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following criteria:
 - i. To allow for the equalization of hydrostatic pressure, there must be a minimum of two “automatic” openings in the outside walls of the structure, with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and
 - ii. There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.

Exceeding the maximum size of 576 square feet using alternative methods is not a conditional use per 12.32 Subd. 3.

Subd. 3. **CONDITIONAL USES.** The following uses and activities may be allowed as conditional uses, if allowed in the underlying zoning district or any applicable overlay district, following the procedures in this ordinance.

- A. Storage of any material or equipment below the regulatory flood protection elevation.
- B. The cumulative placement of more than 1,000 cubic yards of fill when the fill is not being used to elevate a structure in accordance with the provision of this ordinance.
- C. The use of methods to elevate structures above the regulatory flood protection elevation, including stilts, pilings, parallel walls, or above-grade, enclosed areas such as crawl spaces or tuck under garages, shall meet the standards in Section 12.32, Subd. 4(F).

Site Context:

The approximately 16,000 square foot parcel is located in the R-1A Low Density Residential district on Shore Acres Road. The parcel is also governed by the Floodplain and Shoreland Management overlay. To the north and south are R-1A residential properties. To the east is the backwaters of the Mississippi River. To the west is wooded agricultural land.

Infrastructure Improvements:

N/A

Public Input:

At the writing of this report, the city has not received any comment on this application.

FINDINGS OF FACT FOR CONDITIONAL USE PERMIT

As required by Chapter 12, Zoning Ordinance, the Planning Commission shall advise the council, make recommendations and findings on the effect of the proposed use on the health, safety, morals, and general welfare of occupants of surrounding lands.

The applicant in their CUP application, submitted findings which are attached as Exhibit 1.

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS.

- A. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

Applicant Response:

Response (Findings): See applicant response: *It will not*

Staff comment: There are always concerns in regards to flooding when dealing with parcels in the floodplain and shoreland management overlays. Any structure constructed in flood prone areas, below the base flood elevation, can alter the flow and amount of water onto adjoining properties.

- B. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

Applicant Response:

Response (Findings): See applicant response: *It will not*

Staff comment: The proposed project will not impede any uses as the structure will be constructed off of the driveway not the roadway.

- C. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Applicant Response:

Response (Findings): See applicant response: *Yes*

Staff comment: The current utilities, access roads, drainage, and facilities are sufficient to support the proposed conditional use.

- D. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Applicant Response:

Response (Findings): See applicant response: N/A

Staff comment: Parking is not applicable to the proposed project.

- E. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Applicant Response:

Response (Findings): See applicant response: Yes

Staff comment: The site will not generate any odors, fumes, dust, noise or vibration and the applicant will control outdoor lighting.

- F. The use is not in conflict with the policies of the City of La Crescent.

Applicant Response:

Response (Findings): See applicant response: Yes

Staff comment: The proposed project is in conflict with the City Zoning Ordinance in regards to the floodplain overlay and more specifically the Flood Fringe District (12.32). Alternative methods are allowed for the project, but size of the structure cannot exceed 576 square feet.

- G. The use will not cause traffic hazards or congestion.

Applicant Response:

Response (Findings): See applicant response: Yes

Staff comment: The proposed use will not cause traffic hazards or congestion.

- H. Existing uses will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

Applicant Response:

Response (Findings): See applicant response: Yes

Staff comment: Existing uses will not be adversely affected.

STAFF FINDINGS AND RECOMMENDATION

City staff has reviewed the submitted application, the applicant's response to the CUP criteria, reviewed the city zoning district regulations for the R1- Low Density Residential Zoning District, Shoreland Management District, and Floodplain District.

In reference to Accessory Structures, alternative methods to fill are allowable as long as the accessory structure constitutes a minimal investment and that it does not exceed 576 square feet in size. The automatic flood openings proposed for the project would be approved an approved alternative method.

There is no provision that allows the size of the structure to exceed 576 square feet, when using an alternative method to fill.

Staff finds that the proposed project of an accessory structure, using alternative methods to fill, that will exceed the total square footage of 576 square feet, is not compatible with the stated intent of the zoning district and the conditional uses found in the Flood Fringe district.

The staff finds that the proposed use does not meet all the CUP criteria in Section 12.06, Subd. 3 of the Zoning Code and recommends denial of the CUP. The Planning Commission may have their own findings, recommend changes, or additional conditions which they feel may be applicable to the proposed project.

RECOMMENDED MOTION FOR CONDITIONAL USE PERMIT

I move that the Planning Commission recommend to the La Crescent City Council the (APPROVAL/DENIAL) case PC-25-02 CUP "Kulasiewicz Accessory Structure" a request by Mr. David Kulasiewicz to approve a Conditional Use Permit to allow the construction of an accessory structure, using an alternative method to fill, exceeding the maximum allowed 576 square feet, located on Parcel Number 250688000.

Josh Tarrence

Prepared by Josh Tarrence, Building Inspector/Fire Chief

Attachments:

Exhibit #1 – Conditional Use Permit – Applicant Request

Exhibit #2 – Aerial Map – Parcel Maps

Exhibit #3 – Zoning Map

Exhibit #4 – La Crescent Zoning Ordinance 12.32 FLOOD FRINGE DISTRICT

Exhibit #1 – Conditional Use Permit – Applicant Request

CUP APPLICATION

SUBJECT PROPERTY INFORMATION	
PROJECT NAME: Kulasiewicz George	LEGAL DESCRIPTION (Attach)
PROPERTY ADDRESS: 408 Shore Acres Rd	ASSESSOR'S PARCEL ID. 250688000
GROSS ACREAGE: 0.37	CURRENT ZONING DISTRICT:
PROPERTY OWNER	
NAME: DAVID G. KULASIEWICZ	
MAILING ADDRESS: 408 SHORE ACRES ROAD	
EMAIL: DAVID.KULASIEWICZ@YAHOO.COM	TELEPHONE: 608-421-3255
APPLICANT	
NAME: Wioser Brothers	
MAILING ADDRESS: 200 Twilight St	
EMAIL: brianpwioserbrothers.com	TELEPHONE: 507-895-8903
OWNER AUTHORIZATION	
My signature below signifies that: I hereby declare that I am the owner, or authorized agent of the owner, of the above-described property and I agree to construct the building or use herein described in accordance with the regulations and ordinances that govern said improvement within the City of La Crescent and that the foregoing information contained on this application is a true and correct statement of my intentions. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a CUP does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I understand that any utility that must be moved as a result of additions or alterations to the property will be at my expense and I will be responsible for the cost of the plan check of this application even though I do not continue the project. I have also read and understand the instructions and information contained in the application materials. • I have read the application form and background information and have provided the required information. • I have reviewed the legal description on my property deed and indicated all recorded easements and deed restrictions on the submitted site plan. <i>(Please provide a description here of the easements and restrictions shown on your property deed.</i> _____ <i>)</i> • I believe the information provided in this application is accurate to the best of my knowledge. • I am aware that City staff and/or Planning Commission members may view my property and proposed construction. <i>(Please note any special instructions regarding access to your property such as dogs, gates, alarms, etc</i> _____ <i>)</i>	

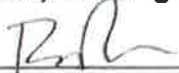
- I understand that if this application is approved, a building permit is required for construction and that no construction may commence prior to issuance of the permit. No changes may be made without City approval, and changes may require a new application.
- I (we) understand that additional data may be requested by the City of La Crescent Planning Commission.



 Property Owner Signature

8-11-25

 Date



 Applicant Signature

8-11-25

 Date

REVIEW TIMEFRAME

ADMINISTRATIVE COMPLETENESS REVIEW: 5 DAYS

REVIEW OF SUBMITTAL: 30 DAYS

CUP SUBMITTAL CHECKLIST

PLEASE RETURN THIS COMPLETED APPLICATION FORM WITH YOUR SUBMITTAL. SUBMITTALS WITHOUT THE INFORMATION BELOW WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED. ALL SUBMITTAL MATERIALS MUST BE DELIVERED TO CITY HALL OR SUBMITTED VIA EMAIL IN PDF FORMAT.

PLEASE NOTE: IT IS HIGHLY RECOMMENDED THAT A PRE-APPLICATION MEETING BE HELD PRIOR TO A FORMAL SUBMITTAL.

- ☐ Project Narrative of Proposed Request (See Page 8 for further details)
- ☐ Legal Description
- ☐ Site Plan (showing north arrow and other relevant data)
- ☐ Elevations and Floor Plans (if applicable)
- ☐ Copy of deed establishing ownership
- ☐ Mailing Label Certification
- ☐ Mailing Labels (with Houston/Winona County parcel maps)
- ☐ Application Fees (\$300.00)
- ☐ All requested items have been included

- C. As part of your application narrative, please review the Criteria for Granting Conditional Use Permits found in Section 12.06 Subd. 3. of the zoning ordinance (below) and provide your Response (Findings) in the space provided or on a separate sheet.

Subd. 3. CRITERIA FOR GRANTING CONDITIONAL USE PERMITS. In granting a conditional use permit, the La Crescent City Council shall consider the advice, recommendations and findings of the Planning Commission and the effect of the proposed use on upon the health, safety, morals and general welfare of occupants of surrounding lands. The City Council may make the following findings where applicable:

- A. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

Response (Findings): It will not

- B. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

Response (Findings): It will not

- C. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Response (Findings): yes

- D. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Response (Findings): N/A

- E. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Response (Findings): yes

F. The use is not in conflict with the policies of the City of La Crescent.

Response (Findings): yes

G. The use will not cause traffic hazards or congestion.

Response (Findings): yes

H. Existing uses will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

Response (Findings): yes

D. Please review the potential additional conditions below from Section 12.06 Subd. 4. of the zoning ordinance and provide any explanation you deem necessary in your narrative for any of the potential additional conditions.

Subd. 4. ADDITIONAL CONDITIONS. In permitting a new conditional use or the alteration of an existing conditional use, the City Council may impose additional conditions which are considered necessary to protect the best interest of the surrounding area or the community as a whole. Additional conditions may include but are not limited to the following:

- A. Increasing the required lot size or yard dimensions.
- B. Limiting the height, size or location of buildings.
- C. Modifying the building architecture or orientation or requiring berms, screening, landscaping or other facilities to protect adjacent or nearby property.
- D. Controlling the location and number of vehicle access points.

- E. Increasing the street or driveway width to mitigate traffic or safety concerns.**
- F. Increasing the number of required off-street parking spaces.**
- G. Requiring landscaping, fencing, screening, or other improvements to protect adjacent or nearby property.**
- H. Limiting the number, size, location, or lighting of signs.**

Note: In addition to any conditions that may be imposed by the City Council, the city has the following standard conditions of approval for all applications.

City Standard Conditions of Approval

- A. Applicant will abide by the representations made by the applicant or their agents made during the permitting process, to the extent those representations were not negated by the Planning Commission or City Council and to the extent they are not inconsistent with spirit or letter explicit conditions of the Conditional Use Permit.**
- B. Exterior lighting will comply with the La Crescent Ordinances (dark sky, LED) lighting requirements.**
- C. Applicant comply with all federal, state, and local regulations.**



To: Josh Tarrence
Building Inspector/Fore Chief
La Crescent, MN

RE: Conditional Use Application for 408 Shore Acres Road, La Crescent, MN

Dear Josh,

Please find the attached conditional use application for:

Address: 408 Shore Acres Road, La Crescent, MN 55947

Tax Parcel ID: 250688000

Legal Description: Lot 6, except the south 10 feet of John Cameron's addition, to riverside re-survey block 6, Houston County, Minnesota.

The current property owner wants to construct a 24'x32' standalone garage. The garage will be constructed with pre-cast concrete walls up to truss bearing (10'), wood roof trusses with an asphalt shingled roof. It will bear on frost protected footings. The conditional use application is being applied for so the structure can be placed in the flood fringe district at ground level with internal flood protection (12.32B). The structure will also exceed 576 SF.

Thanks,

A handwritten signature in blue ink, appearing to read 'B. Pinnow'.

Brian Pinnow

Date: 03-31-2025
Certificate of Real Estate Value# 1744846
No Delinquent Taxes Transfer Entered
Deed Tax Amount: \$2,145.00
Polly Heberlein
Auditor/Treasurer
AS JS Deputy
PID: 25.0688.000

DOCUMENT: A315454
Recorded 03-31-2025 at 3:31 PM
MARY B. BETZ, COUNTY RECORDER
HOUSTON COUNTY, MN
Pages: 2 Fee Amount: \$96.00
***This document has been
electronically recorded***

(Top 3 inches reserved for recording data)

WARRANTY DEED
Individual(s) to Individual(s)

eCRV Number: 1744846

DEED TAX DUE: \$2,145.00

DATE: March 28, 2025

FOR VALUABLE CONSIDERATION, Nancy J. Miller, a single person ("Grantor"), hereby conveys and warrants to David G. Kulasiewicz Sr and Lynn M. Kulasiewicz ("Grantee"), as

(Check only one box.) ☐ tenants in common, (If more than one Grantee is named above and either no box is checked or both boxes are checked, this conveyance is made to the named Grantees as tenants in common.)
☒ joint tenants,

real property in Houston County, Minnesota, legally described as follows:

LOT 6 EXCEPT THE SOUTH 10 FEET OF JOHN CAMERON'S ADDITION TO RIVERSIDE RE-SURVEY
BLOCK B, HOUSTON COUNTY, MINNESOTA.

AND

AN EASEMENT 2 RODS IN WIDTH COMMENCING AT THE WESTERLY LOT LINE OF LOT 5, THENCE
EASTERLY APPROXIMATELY 200 FEET, THENCE NORTH ON AND ACROSS SAID LOT 5 AND THE
SOUTH 10 FEET OF LOT 6, TO THE NORTH LINE OF THE SOUTH 10 FEET OF LOT 6, ALL PART OF JOHN
CAMERON'S ADDITION TO RIVERSIDE RE-SURVEY BLOCK B ACCORDING TO THE RECORDED PLAT
THEREOF. SAID EASEMENT IS FOR INGRESS AND EGRESS AND THE CENTERLINE OF WHICH IS THE
SAME CENTERLINE AS THE EXISTING ROADWAY.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
Easements of record, if any

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells
on the described real property.
- ☒ A well disclosure certificate accompanies this document or has
been electronically filed. (If electronically filed, insert WDC
number: 1087998)
- ☐ I am familiar with the property described in this instrument and I
certify that the status and number of wells on the described real
property have not changed since the last previously filed well
disclosure certificate.

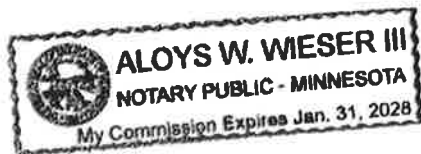
Grantor

Nancy J. Miller
 Nancy J. Miller

State of Minnesota, County of Houston

This instrument was acknowledged before me on March 26, 2025, by Nancy J. Miller, a single person.

(Stamp)



[Signature]
 (signature of notarial officer)

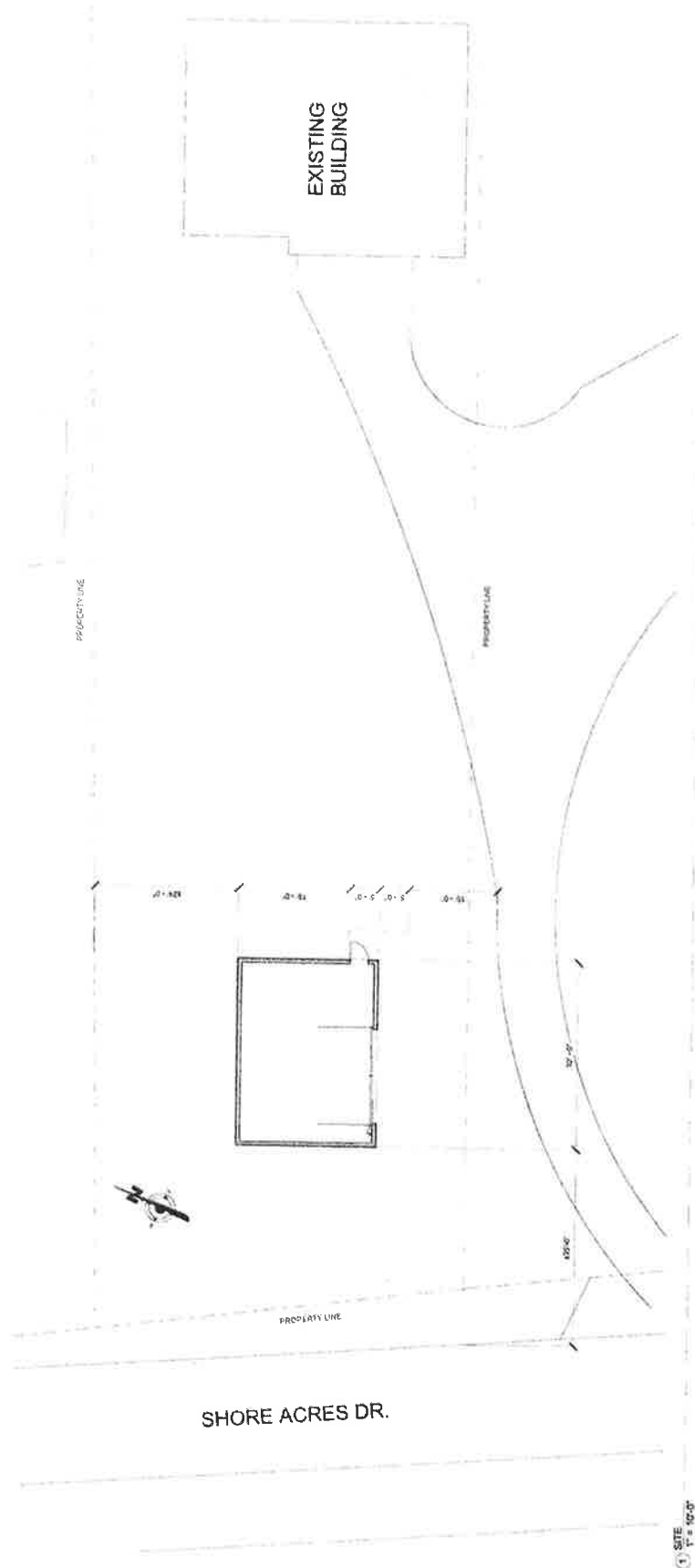
Title (and Rank): _____

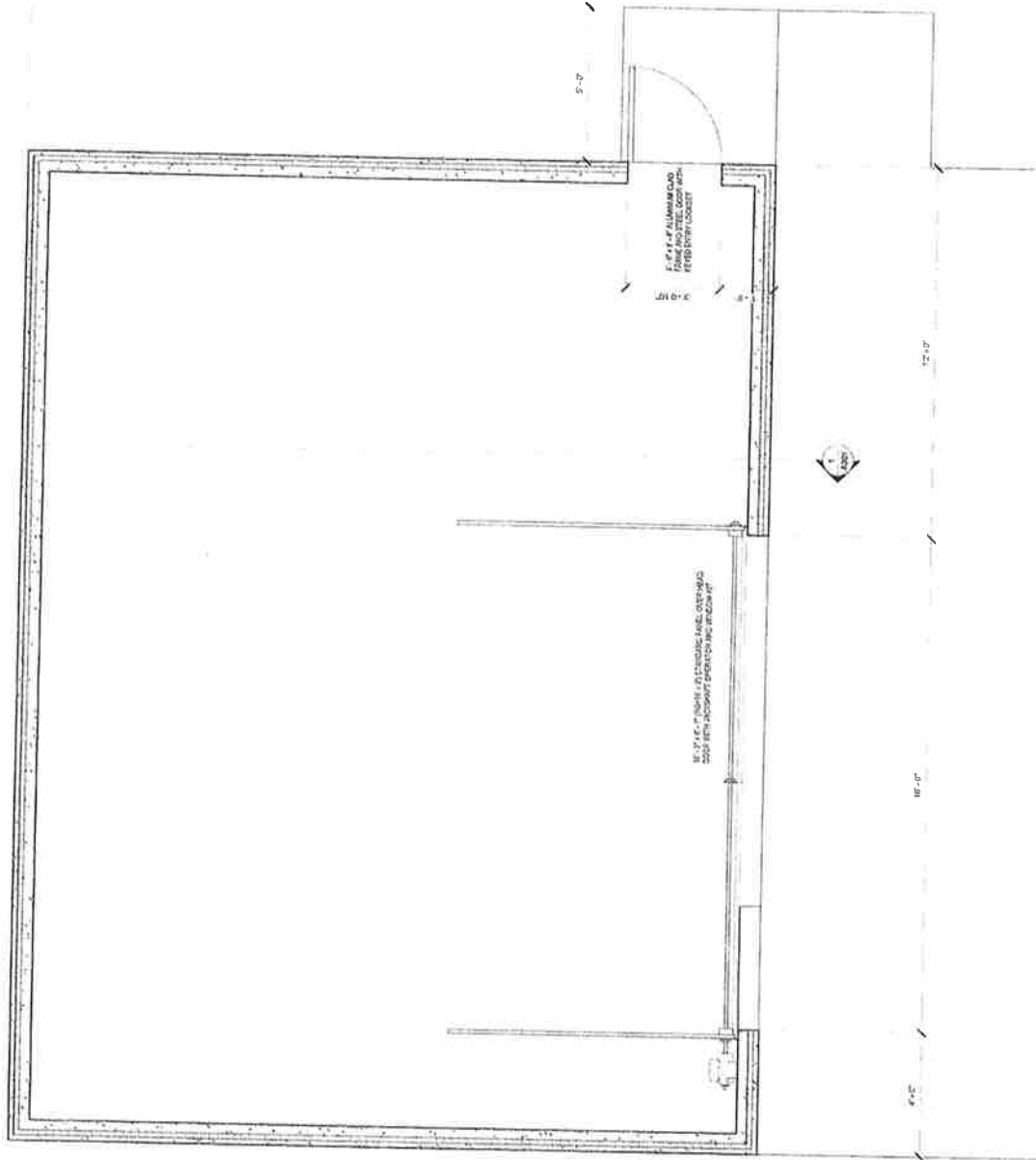
My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
 Attorney Kelly M. Iverson
 Wieser Law Office, P.C.
 33 South Walnut Street, Suite 200
 La Crescent, MN 55947

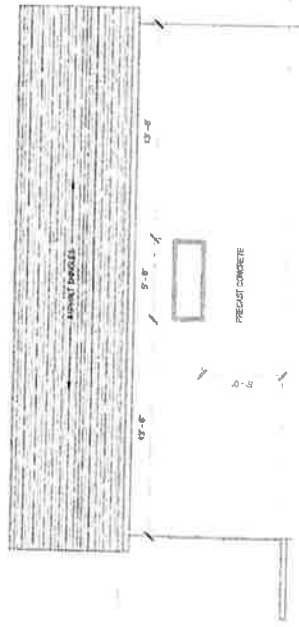
TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED
 IN THIS INSTRUMENT SHOULD BE SENT TO:
 David G. Kulasiewicz Sr and Lynn M. Kulasiewicz
 408 Shore Acres Rd
 La Crescent, MN 55947



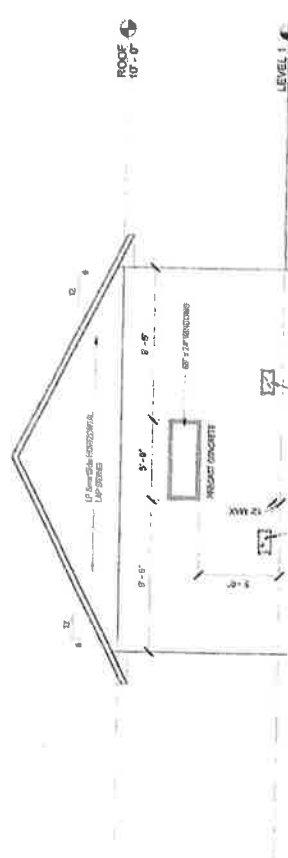


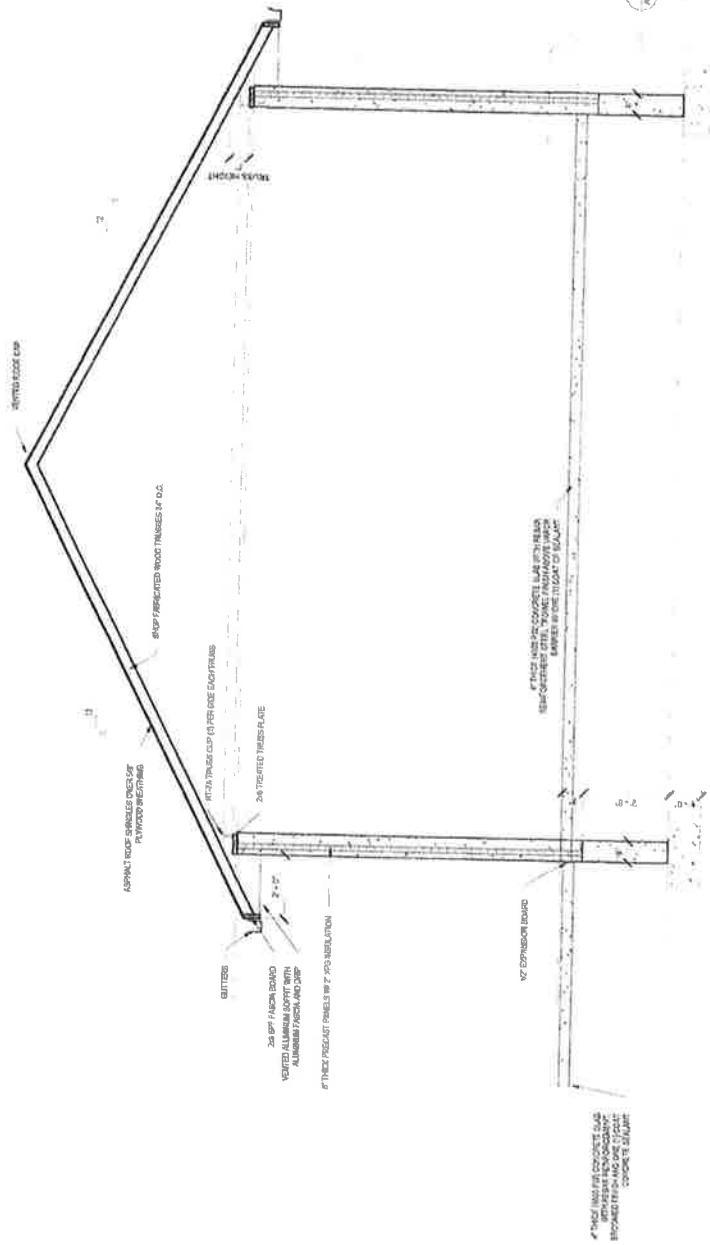


② EAST
1/8" = 1'-0"

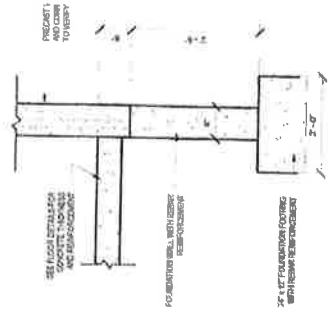


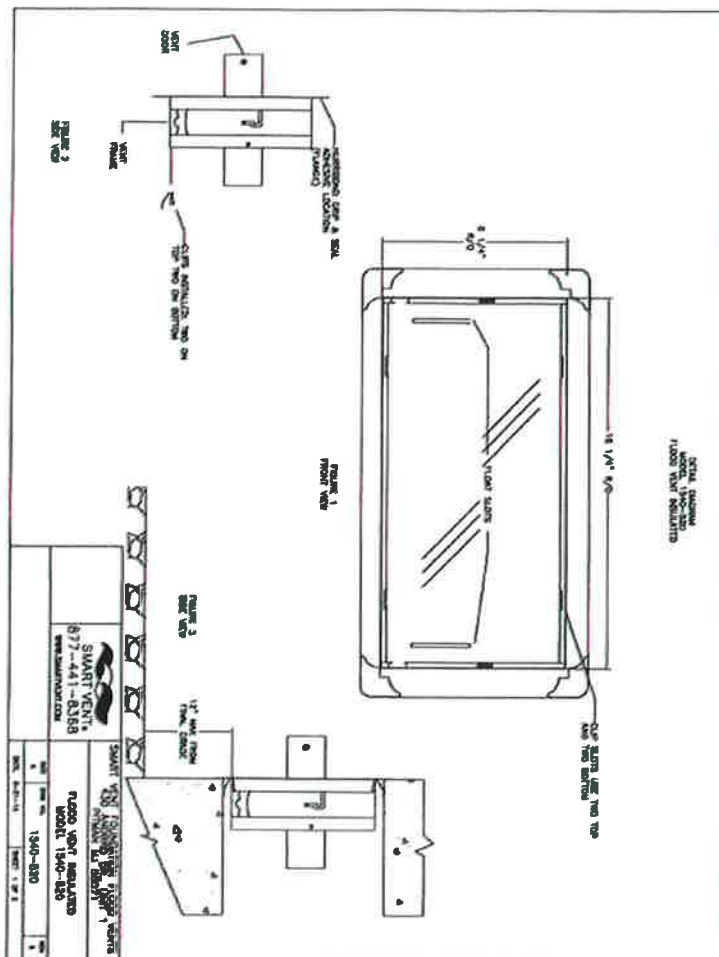
① NORTH
1/8" = 1'-0"





Section 1
12' x 7'4"





Smart VENT
877- 441- 8368
www.smartvent.com

INSTALLATION INSTRUCTIONS
MODEL 1000-100
FLOOR MOUNTED

1. REMOVE TOP DOOR FROM ROOF FRAME. FROM INSIDE HOME, REMOVE SCREWS OR NAILS HOLDING AND SLACK AWAY.
2. PREPARE A CLEAN 18\"/>

NOTE: VERIFICATION
BEFORE INSTALLING
INTERNAL STAIRCASE
ELEVATOR, ATTACHED NON-FIRE-RATED ACTUATION AND OPERATION
REGULATOR
SHOULD BE A QUALITY RUL, APPROVED CLIMB INCLINED AND AN ADJUST
INDEPENDENT RUL, SEE US AT THE VENT
REGULATOR MANUAL OF 2 VENT FOR CHAIRS AND MOUNTED ON AT LEAST TWO VERTICAL WALLS
CLIMB, STAIRCASE (STAIRCASE)
CHAIRS, STAIRCASE (STAIRCASE)

WITH THE REQUIREMENTS FOR CHAIRS, STAIRS AND SEAT FROM AN
APPROPRIATE DOCUMENT, SEE EVALUATION / 100-100



ICC
EVALUATION
SERVICE

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ICC-ES Evaluation Report

ICC-ES | (800) 423-6587 | (562) 699-0543 | www.icc-es.org

ESR-2074

Reissued 02/2025

This report is subject to renewal 02/2027.

DIVISION: 08 00 00—OPENINGS

SECTION: 08 95 43—VENTS/FOUNDATION FLOOD VENTS

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520;
#1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**



*"2014 Recipient of Prestigious Western States Seismic Policy Council
(WSSPC) Award in Excellence"*



A Subsidiary of

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.



ICC-ES Evaluation Report

ESR-2074

Reissued February 2025

This report also contains:

- CA Supplement

Subject to renewal February 2027

- FL Supplement

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DIVISION: 08 00 00— OPENINGS Section: 08 95 43— Vents/Foundation Flood Vents	REPORT HOLDER: SMART VENT PRODUCTS, INC.	EVALUATION SUBJECT: SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540- 520; #1540-521; #1540- 510; #1540-511; #1540- 570; #1540-574; #1540- 524; #1540-514 FLOOD VENT SEALING KIT #1540-526	
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1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 [International Building Code® \(IBC\)](#)
- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 [International Residential Code® \(IRC\)](#)
- 2024, 2021 and 2018 [International Energy Conservation Code® \(IECC\)](#)
- 2013 *Abu Dhabi International Building Code (ADIBC)*[†]

[†]The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Properties evaluated:

- Physical operation
- Water flow

2.0 USES

The Smart Vent® units are engineered mechanically operated flood vents (FVs) employed to equalize hydrostatic pressure on walls of enclosures subject to rising or falling flood waters. Certain models also allow natural ventilation.

3.0 DESCRIPTION

3.1 General:

When subjected to rising water, the Smart Vent® FVs internal floats are activated, then pivot open to allow flow in either direction to equalize water level and hydrostatic pressure from one side of the foundation to the other. The FV pivoting door is normally held in the closed position by a buoyant release device. When subjected to rising water, the buoyant release device causes the unit to unlatch, allowing the door to rotate out of the way and allow flow. The water level stabilizes, equalizing the lateral forces. Each unit is fabricated from stainless steel. Smart Vent® Automatic Foundation Flood Vents are available in various models and sizes as described in [Table 1](#). The SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 units each contain two vertically arranged openings per unit.

3.2 Engineered Opening:

The FVs comply with the design principle noted in Section 2.7.2.2 and Section 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)] for a maximum rate of rise and fall of 5.0 feet per hour (0.423 mm/s). In order to comply with the engineered opening requirement of ASCE/SEI 24, Smart Vent FVs must be installed in accordance with Section 4.0.

3.3 Ventilation:

The SmartVENT® Model #1540-510 and SmartVENT® Overhead Door Model #1540-514 both have screen covers with 1/4-inch-by-1/4-inch (6.35 by 6.35 mm) openings, yielding 51 square inches (32 903 mm²) of net free area to supply natural ventilation. The SmartVENT® Stacking Model #1540-511 consists of two Model #1540-510 units in one assembly, and provides 102 square inches (65 806 mm²) of net free area to supply natural ventilation. Other FVs described in this report do not offer natural ventilation.

3.4 Flood Vent Sealing Kit:

The Flood Vent Sealing Kit Model #1540-526 is used with SmartVENT® Model #1540-520. It is a Homasote 440 Sound Barrier® (ESR-1374) insert with 21 – 2-inch-by-2-inch (51 mm x 51 mm) squares cut in it. See [Figure 4](#).

4.0 DESIGN AND INSTALLATION

4.1 SmartVENT® and FloodVENT®:

SmartVENT® and FloodVENT® are designed to be installed into walls or overhead doors of existing or new construction from the exterior side. Installation of the vents must be in accordance with the manufacturer's instructions, the applicable code, and this report. Installation clips allow mounting in masonry and concrete walls of any thickness. In order to comply with the engineered opening design principle noted in Section 2.7.2.2 and 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)], the Smart Vent® FVs must be installed as follows:

- With a minimum of two openings on different sides of each enclosed area.
- With a minimum of one FV for every 200 square feet (18.6 m²) of enclosed area, except that the SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 must be installed with a minimum of one FV for every 400 square feet (37.2 m²) of enclosed area.
- Below the base flood elevation.
- With the bottom of the FV located a maximum of 12 inches (305.4 mm) above the higher of the final grade or floor and finished exterior grade immediately under each opening.

4.2 Flood Vent Sealing Kit

The Flood Vent Sealing Kit Model 1540-526 is used in conjunction with FloodVENT® Model #1540-520. When installed and tested in accordance with ASTM E283, the FV and Flood Vent Sealing Kit assembly have an air leakage rate of less than 0.2 cubic feet per minute per lineal foot (18.56 l/min per lineal meter) at a pressure differential of 1 pound per square foot (50 Pa) based on 12.58 lineal feet (3.8 lineal meters) contained by the Flood Vent Sealing Kit.

5.0 CONDITIONS OF USE:

The Smart Vent® FVs described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 The Smart Vent® FVs must be installed in accordance with this report, the applicable code and the manufacturer's installation instructions. In the event of a conflict, the instructions in this report govern.
- 5.2 The Smart Vent® FVs must not be used in the place of "breakaway walls" in coastal high hazard areas, but are permitted for use in conjunction with breakaway walls in other areas.

6.0 EVIDENCE SUBMITTED

- 6.1 Data in accordance with the [ICC-ES Acceptance Criteria for Mechanically Operated Flood Vents \(AC364\)](#), dated August 2015 (editorially revised February 2024).
- 6.2 Test report on air infiltration in accordance with ASTM E283.

7.0 IDENTIFICATION

- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-2074) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.
- 7.2 The Smart VENT® models and the Flood Vent Sealing Kit described in this report must be identified by a label bearing the manufacturer's name (Smartvent Products, Inc.), the model number, and the evaluation report number (ESR-2074).
- 7.3 The report holder's contact information is the following:

SMART VENT PRODUCTS, INC.
19 MANTUA ROAD
MOUNT ROYAL, NEW JERSEY 08061
(877) 441-8368
www.smartvent.com
info@smartvent.com

TABLE 1—MODEL SIZES

MODEL NAME	MODEL NUMBER	MODEL SIZE (In.)	COVERAGE ¹ (ft ²)
FloodVENT [®]	1540-520	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT [®]	1540-510	15 ³ / ₄ " X 7 ³ / ₄ "	200
FloodVENT [®] Overhead Door	1540-524	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT [®] Overhead Door	1540-514	15 ³ / ₄ " X 7 ³ / ₄ "	200
Wood Wall FloodVENT [®]	1540-570	14" X 8 ³ / ₄ "	200
Wood Wall FloodVENT [®] Overhead Door	1540-574	14" X 8 ³ / ₄ "	200
SmartVENT [®] Stacker	1540-511	16" X 16"	400
FloodVent [®] Stacker	1540-521	16" X 16"	400

For SI: 1 inch = 25.4 mm; 1 square foot = m²

¹The coverage area in square feet for each model is equivalent to the performance of the same number of square inches of non-engineered openings.

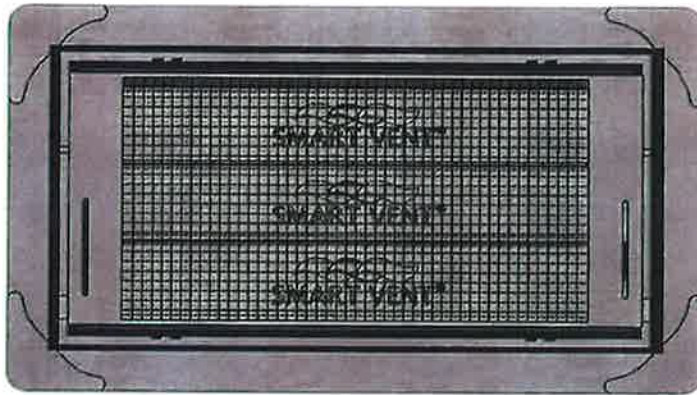


FIGURE 1—SMART VENT: MODEL 1540-510

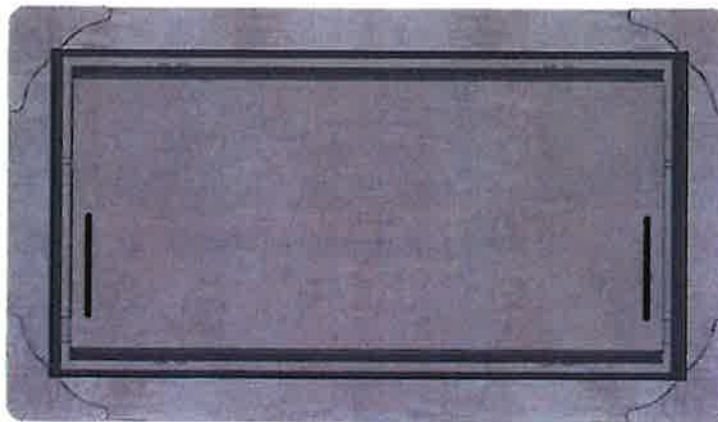


FIGURE 2—SMART VENT MODEL 1540-520



FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

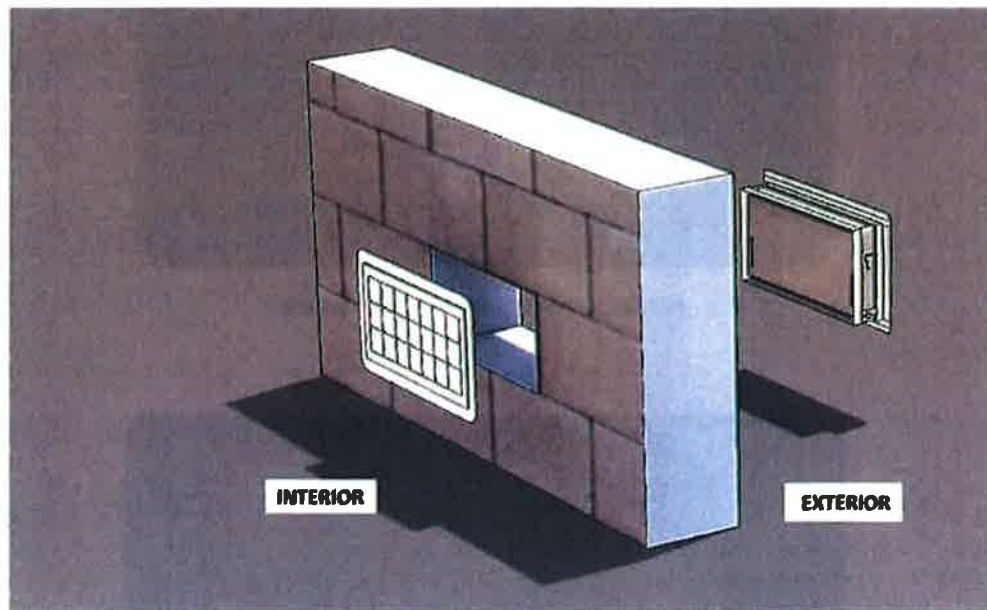


FIGURE 4—FLOOD VENT SEALING KIT



ICC-ES Evaluation Report

ESR-2074 CA Supplement

Reissued February 2025

This report is subject to renewal February 2027.

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A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code editions:

- 2022 California Building Code (CBC)

For evaluation of applicable chapters adopted by the California Office of Statewide Health Planning and Development (OSHPD) AKA: California Department of Health Care Access and Information (HCAI) and the Division of State Architect (DSA), see Sections 2.1.1 and 2.1.2 below.

- 2022 California Residential Code (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with CBC Chapter 12, provided the design and installation are in accordance with the 2021 *International Building Code*® (IBC) provisions noted in the evaluation report and the additional requirements of CBC Chapters 12 and 16, as applicable.

2.1.1 OSHPD:

The applicable OSHPD Sections and Chapters of the CBC are beyond the scope of this supplement.

2.1.2 DSA:

The applicable DSA Sections and Chapters of the CBC are beyond the scope of this supplement.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the CRC, provided the design and installation are in accordance with the 2021 *International Residential Code*® (IRC) provisions noted in the evaluation report.

This supplement expires concurrently with the evaluation report, reissued February 2025.



ICC-ES Evaluation Report

ESR-2074 FL Supplement

Reissued February 2025

This report is subject to renewal February 2027.

www.icc-es.org | (800) 423-6587 | (562) 699-0543

A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2023 Florida Building Code—Building
- 2023 Florida Building Code—Residential

2.0 CONCLUSIONS

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*, provided the design requirements must be determined in accordance with the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable. The installation requirements noted in ICC-ES evaluation report ESR-2074 for 2021 *International Building Code*® meet the requirements of the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable.

Use of the Smart Vent® Automatic Foundation Flood Vents has also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*.

For products falling under Florida Rule 61G20-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

This supplement expires concurrently with the evaluation report, reissued February 2025.

DIVISION: 08 00 00—OPENINGS**Section: 08 95 43—Vents/Foundation Flood Vents****REPORT HOLDER:****SMART VENT PRODUCTS, INC.****EVALUATION SUBJECT:**

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**

1.0 REPORT PURPOSE AND SCOPE**Purpose:**

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2023 Florida Building Code—Building
- 2023 Florida Building Code—Residential

2.0 CONCLUSIONS

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*, provided the design requirements must be determined in accordance with the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable. The installation requirements noted in ICC-ES evaluation report ESR-2074 for 2021 *International Building Code*® meet the requirements of the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable.

Use of the Smart Vent® Automatic Foundation Flood Vents has also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*.

For products falling under Florida Rule 61G20-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

This supplement expires concurrently with the evaluation report, reissued February 2025.

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code editions:

- 2022 California Building Code (CBC)

For evaluation of applicable chapters adopted by the California Office of Statewide Health Planning and Development (OSHPD) AKA: California Department of Health Care Access and Information (HCAI) and the Division of State Architect (DSA), see Sections 2.1.1 and 2.1.2 below.

- 2022 California Residential Code (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with CBC Chapter 12, provided the design and installation are in accordance with the 2021 *International Building Code*® (IBC) provisions noted in the evaluation report and the additional requirements of CBC Chapters 12 and 16, as applicable.

2.1.1 OSHPD:

The applicable OSHPD Sections and Chapters of the CBC are beyond the scope of this supplement.

2.1.2 DSA:

The applicable DSA Sections and Chapters of the CBC are beyond the scope of this supplement.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the CRC, provided the design and installation are in accordance with the 2021 *International Residential Code*® (IRC) provisions noted in the evaluation report.

This supplement expires concurrently with the evaluation report, reissued February 2025.

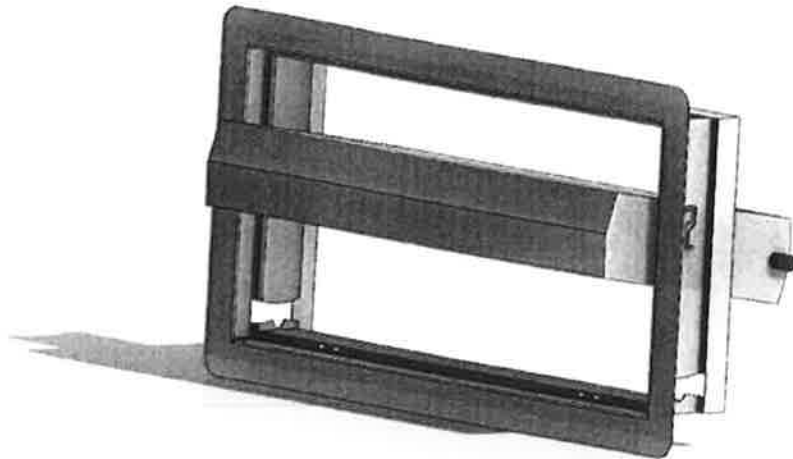


FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

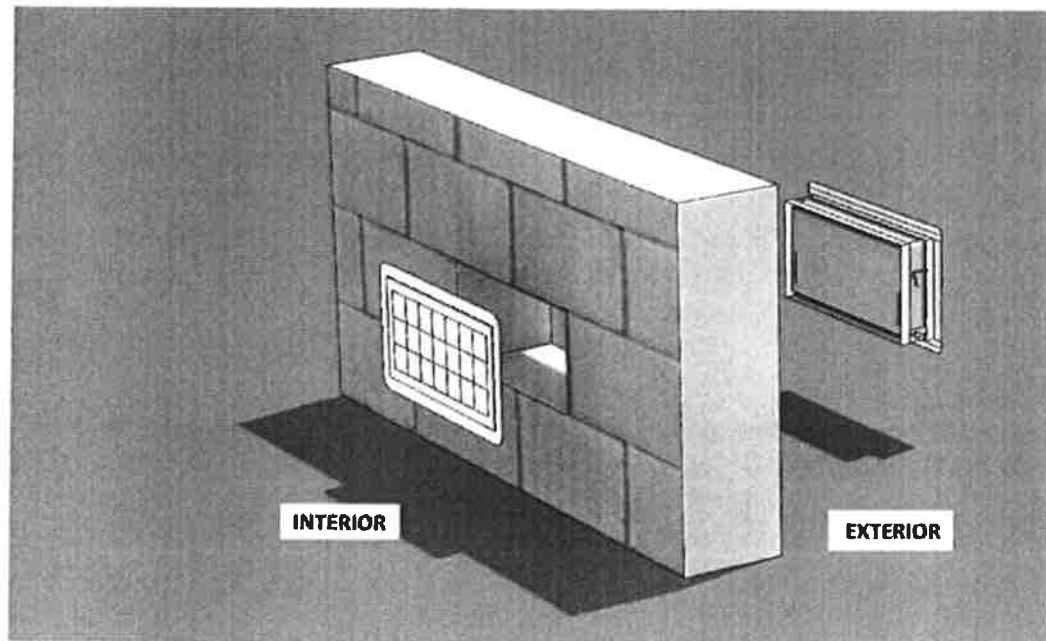


FIGURE 4—FLOOD VENT SEALING KIT

TABLE 1—MODEL SIZES

MODEL NAME	MODEL NUMBER	MODEL SIZE (in.)	COVERAGE ¹ (ft ²)
FloodVENT [®]	1540-520	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT [®]	1540-510	15 ³ / ₄ " X 7 ³ / ₄ "	200
FloodVENT [®] Overhead Door	1540-524	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT [®] Overhead Door	1540-514	15 ³ / ₄ " X 7 ³ / ₄ "	200
Wood Wall FloodVENT [®]	1540-570	14" X 8 ³ / ₄ "	200
Wood Wall FloodVENT [®] Overhead Door	1540-574	14" X 8 ³ / ₄ "	200
SmartVENT [®] Stacker	1540-511	16" X 16"	400
FloodVent [®] Stacker	1540-521	16" X 16"	400

For SI: 1 inch = 25.4 mm; 1 square foot = m²

¹The coverage area in square feet for each model is equivalent to the performance of the same number of square inches of non-engineered openings.

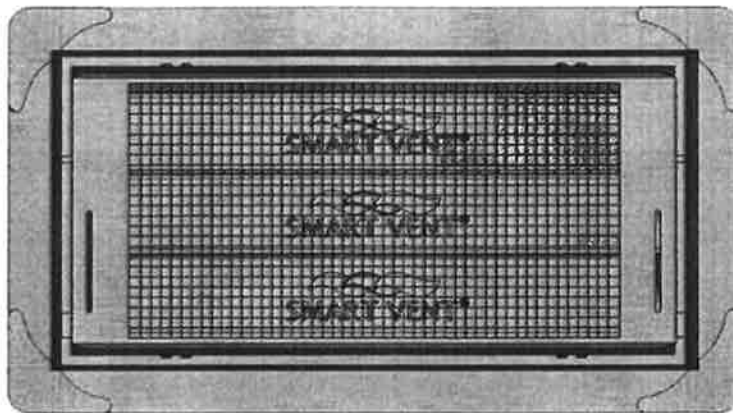


FIGURE 1—SMART VENT: MODEL 1540-510

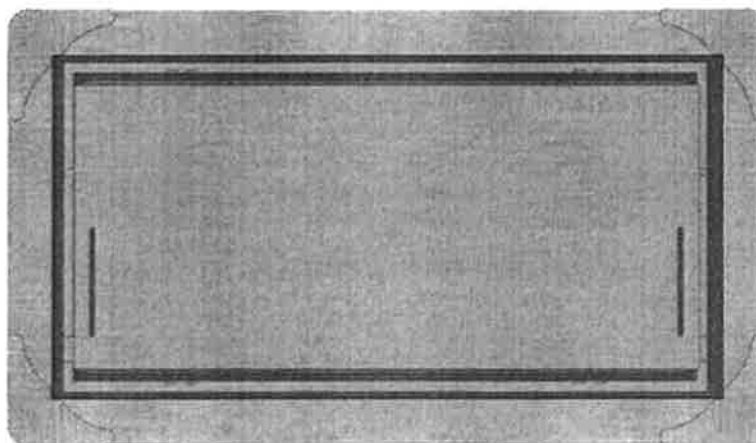


FIGURE 2—SMART VENT MODEL 1540-520

7.0 IDENTIFICATION

- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-2074) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.
- 7.2 The Smart VENT® models and the Flood Vent Sealing Kit described in this report must be identified by a label bearing the manufacturer's name (Smartvent Products, Inc.), the model number, and the evaluation report number (ESR-2074).
- 7.3 The report holder's contact information is the following:

SMART VENT PRODUCTS, INC.
19 MANTUA ROAD
MOUNT ROYAL, NEW JERSEY 08061
(877) 441-8368
www.smartvent.com
info@smartvent.com

3.2 Engineered Opening:

The FVs comply with the design principle noted in Section 2.7.2.2 and Section 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)] for a maximum rate of rise and fall of 5.0 feet per hour (0.423 mm/s). In order to comply with the engineered opening requirement of ASCE/SEI 24, Smart Vent FVs must be installed in accordance with Section 4.0.

3.3 Ventilation:

The SmartVENT® Model #1540-510 and SmartVENT® Overhead Door Model #1540-514 both have screen covers with 1/4-inch-by-1/4-inch (6.35 by 6.35 mm) openings, yielding 51 square inches (32 903 mm²) of net free area to supply natural ventilation. The SmartVENT® Stacking Model #1540-511 consists of two Model #1540-510 units in one assembly, and provides 102 square inches (65 806 mm²) of net free area to supply natural ventilation. Other FVs described in this report do not offer natural ventilation.

3.4 Flood Vent Sealing Kit:

The Flood Vent Sealing Kit Model #1540-526 is used with SmartVENT® Model #1540-520. It is a Homasote 440 Sound Barrier® (ESR-1374) insert with 21 – 2-inch-by-2-inch (51 mm x 51 mm) squares cut in it. See [Figure 4](#).

4.0 DESIGN AND INSTALLATION

4.1 SmartVENT® and FloodVENT®:

SmartVENT® and FloodVENT® are designed to be installed into walls or overhead doors of existing or new construction from the exterior side. Installation of the vents must be in accordance with the manufacturer's instructions, the applicable code, and this report. Installation clips allow mounting in masonry and concrete walls of any thickness. In order to comply with the engineered opening design principle noted in Section 2.7.2.2 and 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)], the Smart Vent® FVs must be installed as follows:

- With a minimum of two openings on different sides of each enclosed area.
- With a minimum of one FV for every 200 square feet (18.6 m²) of enclosed area, except that the SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 must be installed with a minimum of one FV for every 400 square feet (37.2 m²) of enclosed area.
- Below the base flood elevation.
- With the bottom of the FV located a maximum of 12 inches (305.4 mm) above the higher of the final grade or floor and finished exterior grade immediately under each opening.

4.2 Flood Vent Sealing Kit

The Flood Vent Sealing Kit Model 1540-526 is used in conjunction with FloodVENT® Model #1540-520. When installed and tested in accordance with ASTM E283, the FV and Flood Vent Sealing Kit assembly have an air leakage rate of less than 0.2 cubic feet per minute per lineal foot (18.56 l/min per lineal meter) at a pressure differential of 1 pound per square foot (50 Pa) based on 12.58 lineal feet (3.8 lineal meters) contained by the Flood Vent Sealing Kit.

5.0 CONDITIONS OF USE:

The Smart Vent® FVs described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 The Smart Vent® FVs must be installed in accordance with this report, the applicable code and the manufacturer's installation instructions. In the event of a conflict, the instructions in this report govern.
- 5.2 The Smart Vent® FVs must not be used in the place of "breakaway walls" in coastal high hazard areas, but are permitted for use in conjunction with breakaway walls in other areas.

6.0 EVIDENCE SUBMITTED

- 6.1 Data in accordance with the ICC-ES Acceptance Criteria for Mechanically Operated Flood Vents (AC364), dated August 2015 (editorially revised February 2024).
- 6.2 Test report on air infiltration in accordance with ASTM E283.

ICC-ES Evaluation Report

ESR-2074

Reissued February 2025

This report also contains:

- CA Supplement

Subject to renewal February 2027

- FL Supplement

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DIVISION: 08 00 00— OPENINGS Section: 08 95 43— Vents/Foundation Flood Vents	REPORT HOLDER: SMART VENT PRODUCTS, INC.	EVALUATION SUBJECT: SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540- 520; #1540-521; #1540- 510; #1540-511; #1540- 570; #1540-574; #1540- 524; #1540-514 FLOOD VENT SEALING KIT #1540-526	
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1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 International Building Code® (IBC)
- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 International Residential Code® (IRC)
- 2024, 2021 and 2018 International Energy Conservation Code® (IECC)
- 2013 Abu Dhabi International Building Code (ADIBC)[†]

[†]The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Properties evaluated:

- Physical operation
- Water flow

2.0 USES

The Smart Vent® units are engineered mechanically operated flood vents (FVs) employed to equalize hydrostatic pressure on walls of enclosures subject to rising or falling flood waters. Certain models also allow natural ventilation.

3.0 DESCRIPTION

3.1 General:

When subjected to rising water, the Smart Vent® FVs internal floats are activated, then pivot open to allow flow in either direction to equalize water level and hydrostatic pressure from one side of the foundation to the other. The FV pivoting door is normally held in the closed position by a buoyant release device. When subjected to rising water, the buoyant release device causes the unit to unlatch, allowing the door to rotate out of the way and allow flow. The water level stabilizes, equalizing the lateral forces. Each unit is fabricated from stainless steel. Smart Vent® Automatic Foundation Flood Vents are available in various models and sizes as described in Table 1. The SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 units each contain two vertically arranged openings per unit.



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ESR-2074

Reissued 02/2025

This report is subject to renewal 02/2027.

DIVISION: 08 00 00—OPENINGS

SECTION: 08 95 43—VENTS/FOUNDATION FLOOD VENTS

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520;
#1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**



*"2014 Recipient of Prestigious Western States Seismic Policy Council
(WSSPC) Award in Excellence"*



A Subsidiary of

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Mailing Label Certification

I/We, David Kulosiewicz

hereby certify that this is a complete list of property owners abutting and those property owners that would be abutting except for the existence of a right of way of the property proposed for a variance as obtained from the Houston or Winona County Assessor's Office on: (date obtained) 8-28-25
Bacon website

I/We further certify that this list is not older than thirty (30) days at the time of filing of said application.

PLEASE PRINT

DAVID B. KULOSIEWICZ

Property Owner Name

[Signature]

Signature

408 SHORE ACRES ROAD

Street Address

LACROSSE, MN 55947

City, State, Zip

608-421-3255

Telephone

Property Owner Name

Signature

Street Address

City, State, Zip

Telephone

Agent Name

Signature

Street Address

City, State, Zip

Telephone

**John & Anna Boma
326 Shore Acres Rd.
La Crescent, MN 55947**

**John & Stephanie Loberg
326 #5 Shore Acres Rd.
La Crescent, MN 55947**

**Frederick L Reynolds
406 Shore Acres Rd.
La Crescent, MN 55947**

**Susan Boyer
402 Shore Acres Rd,
La Crescent, MN 55947**

**David & Lynn Kulasiewicz
408 Shore Acres Rd.
La Crescent, MN 55947**

**Timothy & Janice Wells
410 Shore Acres Rd.
La Crescent, MN 55947**

**Stephen & Kathleen Beach
414 Shore Acres Rd.
La Crescent, MN 55947**

**Sheila Riley
340 Shore Acres Rd.
La Crescent, MN 55947**

**William & April Farrell
422 Shore Acres Rd.
La Crescent, MN 55947**

**Adam & Tiffany Kimball
418 Shore Acres Rd.
La Crescent, MN 55947**

**Daniel Watson
388 Shore Acres Rd.
La Crescent, MN 55947**

**William & April Farrell
422 Shore Acres Rd.
La Crescent, MN 55947**

Jack McCormick
326 Shore Acres Rd
La Crescent, MN 55947

Exhibit #2 – Aerial Map – Parcel Maps

Houston County Beacon Aerial Map – Parcel Map Combined Parcels



Exhibit #3 – Zoning Map

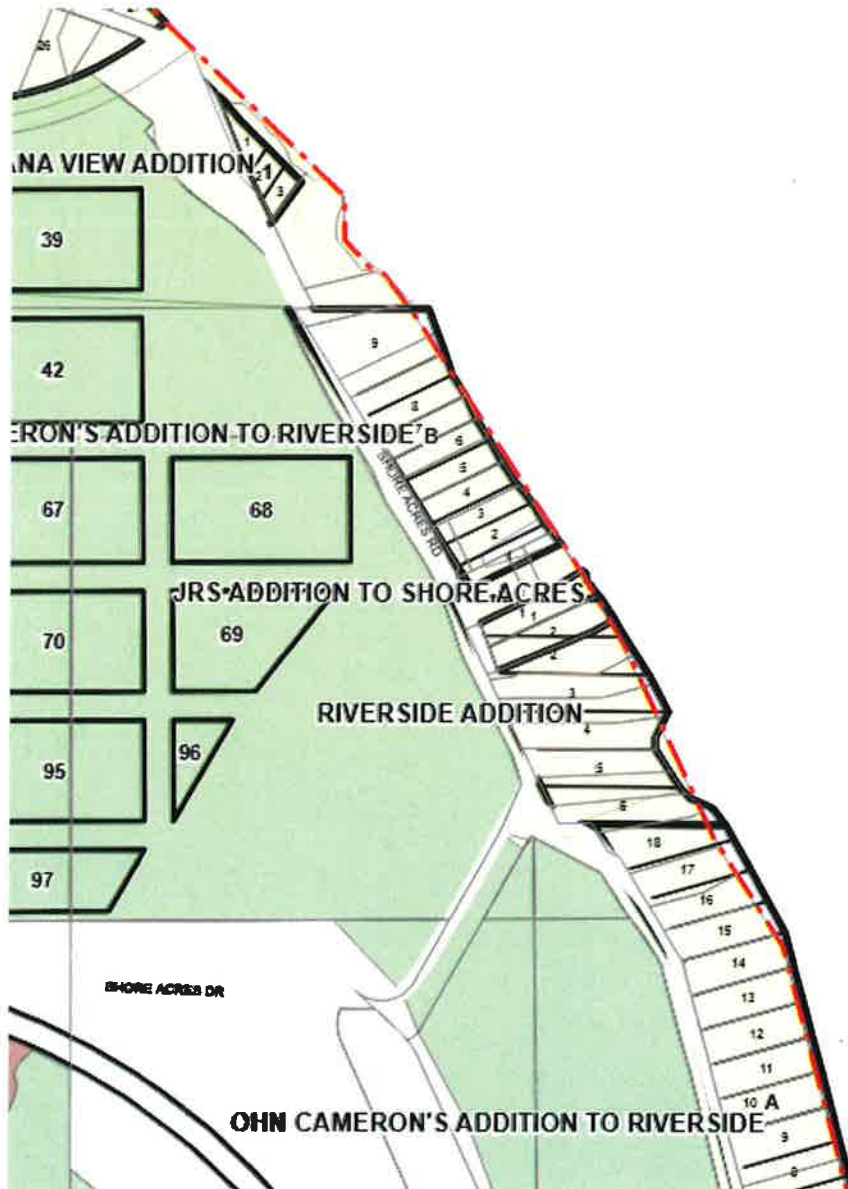


Exhibit #4 – La Crescent Zoning Ordinance 12.32 FLOOD FRINGE DISTRICT

12.32 FLOOD FRINGE DISTRICT (FF)

Subd. 1. PERMITTED USES. Permitted Uses shall be those uses of land or structures listed as Permitted Uses in the underlying zoning use district(s). All Permitted Uses shall comply with the standards for Flood Fringe “Permitted Uses” and the standards for all Flood Fringe “Permitted and Conditional Uses” listed.

Subd. 2. STANDARDS FOR FLOOD FRINGE PERMITTED USES.

- C. All structures, including accessory structures, must be elevated on fill so that the lowest floor, as defined, is at or above the Regulatory Flood Protection Elevation. The finished fill elevation for structures must be no lower than two (2) foot below the Regulatory Flood Protection Elevation and the fill must extend at such elevation at least fifteen (15) feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the community.
- D. Accessory Structures. As an alternative to fill, accessory structures that constitute a minimal investment and that do not exceed 576 square feet for the outside dimension at ground level may be internally flood proofed to the FP3 or FP4 floodproofing classifications in the State Building Code, provided that:
 - 1. The accessory structure constitutes a minimal investment, does not exceed 576 square feet in size, and is only used for parking and storage.
 - 2. All portions of floodproofed accessory structures below the Regulatory Flood Protection Elevation must be: (i) adequately anchored to prevent flotation, collapse or lateral movement and designed to equalize hydrostatic flood forces on exterior walls, (ii) be constructed with materials resistant to flood damage, and (iii) must have all service utilities be water-tight or elevated to above the regulatory flood protection elevation
 - 3. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following criteria:
 - i. To allow for the equalization of hydrostatic pressure, there must be a minimum of two “automatic” openings in the outside walls of the structure, with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; and
 - ii. There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.
- E. The cumulative placement of fill on a parcel must not exceed one thousand (1,000)

cubic yards, unless said fill is specifically intended to elevate a structure in accordance with the standards in this section, or if processed as a Conditional Use as regulated in this section.

- F. The storage of any materials or equipment shall be elevated on fill to the Regulatory Flood Protection Elevation.
- G. All service utilities, including ductwork, must be elevated or water-tight to prevent infiltration of floodwaters.
- H. All fill must be properly compacted and the slopes must be properly protected by the use of riprap, vegetative cover or other acceptable method.
- I. All new principal structures must have vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation or must have a flood warning /emergency evacuation plan acceptable to the City Council.
- J. Accessory uses such as yards, railroad tracks, and parking lots may be at an elevation lower than the regulatory flood protection elevation. However, any facilities used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1% chance) flood.
- K. Manufactured homes and recreational vehicles must meet the standards in this ordinance.

Subd. 3. **CONDITIONAL USES.** The following uses and activities may be allowed as conditional uses, if allowed in the underlying zoning district or any applicable overlay district, following the procedures in this ordinance.

- D. Storage of any material or equipment below the regulatory flood protection elevation.
- E. The cumulative placement of more than 1,000 cubic yards of fill when the fill is not being used to elevate a structure in accordance with the provision of this ordinance.
- F. The use of methods to elevate structures above the regulatory flood protection elevation, including stilts, pilings, parallel walls, or above-grade, enclosed areas such as crawl spaces or tuck under garages, shall meet the standards in Section 12.32, Subd. 4(F).

Subd. 4. **STANDARDS FOR FLOOD FRINGE CONDITIONAL USES.**

- A. The standards listed in this section apply to all conditional uses.
- B. Residential basements, as defined in this Title, are not allowed below the regulatory flood protection elevation.
- C. All areas of nonresidential structures, including basements, to be placed below the regulatory flood protection elevation must be structurally dry floodproofed, meeting

the FP1 or FP2 floodproofing classification in the State Building Code, which requires making the structure watertight with the walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

- D. The placement of more than 1,000 cubic yards of fill or other similar material on a parcel (other than for the purpose of elevating a structure to the regulatory flood protection elevation) must comply with an approved erosion/sedimentation control plan.
 - 1. The plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the regional (1% chance) flood event.
 - 2. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the Building Official.
 - 3. The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.
- E. Storage of materials and equipment below the regulatory flood protection elevation must comply with an approved emergency plan providing for removal of such materials within the time available after a flood warning.
- F. Alternative elevation methods other than the use of fill may be utilized to elevate a structures lowest flood above the Regulatory Flood Protection Elevation. These alternative methods may include the use of stilts, pilings, parallel walls, etc., or above—grade, enclosed areas such as crawl spaces or tuck under garages. The base or floor of an enclosed area shall be considered above—grade and not a structures basement or lowest floor if: 1) if the enclosed area is above—grade or at least one side of the structure; 2) is designed to internally flood and is constructed with flood resistant materials; and 3) is used solely for parking of vehicles, building access or storage. The above—note alternatives elevation methods are subject to the following additional standards:
 - 1. Design and Certification - The structure's design and as-built condition must be certified by a registered professional engineer or architect as being in compliance with the general design standards of the State Building Code and, specifically, that all electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities must be at or above the Regulatory Flood Protection Elevation or be designed to prevent flood water from entering or accumulating within these components during times of Flooding.
 - 2. Specific Standards for Above-grade, Enclosed Areas. Above-grade, fully enclosed areas such as crawl spaces or tuck under garages must be designed to internally flood and the design plans must stipulate:
 - i. The minimum area of openings in the walls where internal flooding is to be used as a flood proofing technique. There shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. Openings may be

equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters without any form of human intervention and shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding unless a registered professional engineer or architect certifies that a smaller net area will suffice.

- ii. That the enclosed area will be designed of flood resistant materials in accordance with the FP3 or FP4 classifications in the State Building Code and shall be used solely for building access, parking of vehicles or storage.

From: [Lehman, Nicole \(DNR\)](#)
To: [Josh Tarrence](#)
Cc: [Shawn Wetterlin; MN Floodplain \(DNR\)](#)
Subject: RE: 408 Shore Acres Rd, La Crescent - CUP Application (DNR Comments Recommending Denial)
Date: Tuesday, October 7, 2025 4:21:39 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[Kulasiewicz Plans.pdf](#)
[Complete CUP Application.pdf](#)
[Lake and Flood Elevation Online Floodplain Map.pdf](#)
[fema tb 2 flood damage-resistant materials requirements 01-22-2025.pdf](#)
[FEMA TB-1 2020.pdf](#)

Hi Josh,

The DNR reviewed the attached CUP application for 408 Shore Acres Rd to construct a 24'x32' (768 sq ft) garage that would be constructed at grade and wet-floodproofed with engineered smart vent openings. Unfortunately, your current Floodplain Ordinance does not permit this proposal to be submitted as a CUP application, because the structure exceeds 576 sq ft, as outlined in Section 12.32, Subd. 2B. Technically, the applicant is requesting a variance to the existing ordinance. Therefore, the DNR recommends that the CUP application be denied.

The applicant has the following options:

1. Revise the size of the garage to not exceed 576 sq ft and meet the following requirements in Section 12.32, Subd. 2B (2 through 3) that requires:
 - a. All utilities to be elevated above the RFPE,
 - b. Flood vents should be adequately sized based on the size of the structure (See FEMA Technical Bulletin TB-1), the vents should be no more than 12" above the lowest adjacent grade, if using engineered flood openings, such as smart vent provide the 1 page certification that includes the number of vents, model # and total area the vents are suitable for.
 - c. Construct portions of the garage below the RFPE with flood-resistant materials (See FEMA Technical Bulletin TB-2),
 - d. Recommend that the city require a non-conversion agreement is completed so the vents and space are not later sold or converted to livable space.
2. Elevate the garage (768 sq ft, if the underlying zoning allows) on fill so the finished or walking surface of the garage flood is at or above the Regulatory Flood Protection Elevation (RFPE).
 - a. Per Section 12.29, Subd. 4D your ordinance defines RFPE as an elevation no lower than two feet above the regional flood elevation (or BFE) plus any stage increases.

- b. The Base Flood Elevation at Cross-Section AZ for the Mississippi River is 644.3' (NAVD88) and there is no stage increase reported in the Flood Insurance Study (FIS). Therefore, the RFPE is 646.3' (NAVD88) for this building site.
3. The DNR would not support a variance request for a structure that exceeds 600 sq ft. However, the city could consider granting flexibility to the applicant through a structure variance of up to 600 sq ft, which is the current state standard recently approved by FEMA within the last six months. The city could amend its ordinance through the formal amendment process, or the DNR would not object to a variance requested for up to 600 sq ft if constructed at grade and meets all the other applicable floodplain ordinance requirements as outlined above.

Please let me know if you have any questions related to this email. Good luck at your hearing tonight.

Thank you,

Nicole E. Lehman

Area Hydrologist – Fillmore, Houston & Olmsted Counties
Ecological and Water Resources Division

Minnesota Department of Natural Resources

2118 Campus Dr. SE, Suite 100

Rochester, Minnesota 55904

Phone: 507-206-2854

Email: nicole.lehman@state.mn.us

mndnr.gov



From: Josh Tarrence <jtarrence@cityoflacscent-mn.gov>

Sent: Wednesday, September 3, 2025 3:01 PM

To: Lehman, Nicole (DNR) <nicole.lehman@state.mn.us>

Cc: Shawn Wetterlin <SWetterlin@cityoflacscent-mn.gov>

Subject: Conditional Use Permit application in floodplain

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Good afternoon, Nicole. Attached is an application that was submitted to us for a Conditional Use Permit on Shore Acres Road. It is scheduled to go before the Planning Commission on October 7th. Please let me know your thoughts and if there is anything else you need. Thanks!

Josh Tarrence

Building Inspector/Fire Chief

315 Main Street

La Crescent, MN 55947

Office (507)895-4409



**PLANNING COMMISSION
CUP PUBLIC HEARING
STAFF REPORT**

MEETING DATE: October 7th, 2025

CASE NUMBER: PC-25-03 CUP

OWNER: La Crescent Land CO, Randy Gibson
28 McIntosh Road E
La Crescent, MN 55947

PARCEL IDs: 250030000

APPLICANT: Austin Wszolek, Carbon MN LLC

REQUEST: Proposed Conditional Use Permit ("CUP") to operate cultivation, extraction, and manufacturing of cannabis at 190 Main Street, in La Crescent.

LOCATION: 190 Main Street

**GENERAL PLAN/
ZONING DESIGNATION:** Industrial / I – Industrial District

SURROUNDING USES: North: Industrial

South: C-1 Commercial

East: Industrial

West: Industrial

BACKGROUND

The property is located in the Industrial Zoned District. Cultivation, extraction, and manufacturing of cannabis is allowed in the Industrial District with an approved Conditional Use Permit.

PROPOSAL

PC-25-03 CUP is a request for a Conditional Use Permit to allow for the operation of cultivation, extraction, and manufacturing of cannabis.

PLANNING STAFF ANALYSIS

Relationship to Comprehensive Plan:

The subject site is designated by the City's General Plan as "Industrial." The Comprehensive Plan states that this land use designation *is intended for light or heavy manufacturing, warehousing, distribution, wholesale trade, accessory offices and similar uses.*

Zoning Ordinance

12.24 INDUSTRIAL DISTRICT

Subd. 4. CONDITIONAL USES

G. Cannabis businesses licensed or endorsed for cultivation.

H. Cannabis businesses licensed or endorsed for cannabis manufacturer.

Site Context:

The property is a rental property in which the applicant initially intends to rent a portion of the building. As the rest of the property opens up, the applicant will rent the whole building.

Infrastructure Improvements:

N/A

Public Input:

At the writing of this report, the city has not received any comment on this application.

FINDINGS OF FACT FOR CONDITIONAL USE PERMIT

As required by Chapter 12, Zoning Ordinance, the Planning Commission shall advise the council, make recommendations and findings on the effect of the proposed use on the health, safety, morals, and general welfare of occupants of surrounding lands.

The applicant in their CUP application, submitted findings which are attached as Exhibit 1.

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS.

- A. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

Applicant Response:

Response (Findings): See applicant response: *The project enhances the property and surrounding area with professional odor mitigation, noise suppression, and security. No adverse impacts to adjacent properties are anticipated.*

Staff comment: The project will enhance the property, as the remodel for change of occupancy will update the property to current codes and requirements. The applicant will ensure professional odor mitigation, noise suppression and building security to protect the surrounding properties.

- B. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

Applicant Response:

Response (Findings): See applicant response: *All improvements occur within the existing building footprint, preserving orderly development of nearby parcels.*

Staff comment: The proposed use is compatible with the Comprehensive Plan Land Use designation and all development will remain within the structure.

- C. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Applicant Response:

Response (Findings): See applicant response: *Property already has municipal water, sewer and power. Access via Main Street and alley is sufficient.*

Staff comment: The current utilities, access roads, drainage, and facilities are sufficient to support the proposed conditional use.

- D. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Applicant Response:

Response (Findings): See applicant response: *Onsite and adjacent parking provides adequate capacity. Deliveries will be scheduled during low-traffic periods.*

Staff comment: The applicant is providing sufficient parking on-site.

- E. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Applicant Response:

Response (Findings): See applicant response: *Carbon filtration and closed-loop extraction ensure no detectable odors. Noise is limited to indoor HVAC. Exterior lighting will meet "dark sky" code.*

Staff comment: The site will utilize professionally installed odor mitigation systems. All equipment other than HVAC will be indoors. Lighting will be in accordance to the "Dark Sky" requirement of the Zoning Ordinance.

- F. The use is not in conflict with the policies of the City of La Crescent.

Applicant Response:

Response (Findings): See applicant response: *The use aligns with industrial zoning intent, supporting economic development and safe industrial activity.*

Staff comment: The proposed use is not in conflict with the Comprehensive Plan's Land Use category which is Industrial. The use is a Conditional Use per the City's Zoning Ordinance.

- G. The use will not cause traffic hazards or congestion.

Applicant Response:

Response (Findings): See applicant response: *Minimal employee and vendor traffic (<10 trips/day). No retail operations; customer congestion not applicable.*

Staff comment: The proposed use will not cause traffic hazards or congestion.

- H. H. Existing uses will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

Applicant Response:

Response (Findings): See applicant response: *No negative impact expected; improvements will increase building quality and community tax base.*

Staff comment: Existing businesses should not be adversely affected by this Conditional Use.

STAFF FINDINGS AND RECOMMENDATION

City staff has reviewed the submitted application, the applicant's response to the CUP criteria, reviewed the city zoning district regulations for the I – Industrial Zoning District, and the adopted Comprehensive Plan Economic Development Element, Goals and Objectives.

The proposed project is listed as a Conditional Use in the City's Zoning Ordinance

12.24 I - INDUSTRIAL DISTRICT

Subd 4. CONDITIONAL USES.

- A. Heavy manufacturing, no emission industries
- B. Food processing industries
- C. Manufacturing industries with emissions
- D. Waste disposal sites and facilities
- E. Bulk fuel storage facilities
- F. Mini Storage Buildings.
- G. Cannabis businesses licensed or endorsed for cultivation.
- H. Cannabis businesses licensed or endorsed for cannabis manufacturer.
- I. Cannabis businesses licensed or endorsed for wholesale.
- J. Cannabis businesses licensed or endorsed for transportation.

The staff finds that the proposed use does meet the CUP criteria in Section 12.06, Subd. 3 of the Zoning Code and recommends approval of the CUP. The Planning Commission may have their own findings, recommend changes, or additional conditions which they feel may be applicable to the proposed project.

RECOMMENDED MOTION FOR CONDITIONAL USE PERMIT

I move that the Planning Commission recommend to the La Crescent City Council the **(APPROVAL/DENIAL)** of case PC-25-03 CUP "Carbon MN" a request by Austin Wszolek, to approve a Conditional Use Permit to allow for a cannabis business licensed or endorsed for the cultivation, extraction, and manufacturing, as a conditional use under 12.24 Subd. 4. (located at Parcel Number 250030000), subject to the following conditions of approval:

- 1) This CUP is conditionally approved pursuant to Chapter 12, ZONING ORDINANCE of the City of La Crescent, Minnesota, Section 12-06, Conditional Use Permits and the use shall be as set forth in accordance with the application and plans attached and associated to this case and all the provisions of the zoning ordinance and city codes applicable to this case.
- 2) Applicant will abide by the representations made by the applicant, or their agents, made during the permitting process, to the extent those representations were not negated by

the Planning Commission or City Council and to the extent they are not inconsistent with spirit or letter explicit conditions of the Conditional Use Permit.

- 3) The applicant shall comply with the city's adopted building codes.
 - 4) The applicant shall comply with City Ordinance #587 6.01(C), 6.01(G), and 6.01(H), referring to Ventilation, Odor Mitigation and Security/Theft Mitigation.
 - 5) Any security and site lighting shall be "Dark Sky" compliant, wherein all light sources shall be down-lit, full cutoff fixtures and shielded, and the correlated color temperature ("CCT") shall not exceed 2,700 Kelvins.
 - 6) As stated in the applicants Finding of Facts, retail operations is not permitted.
 - 7) Applicant shall comply with all federal, state, and local regulations.
-

Josh Tarrence

Prepared by Josh Tarrence, Building Inspector/Fire Chief

Attachments:

Exhibit #1 – Conditional Use Permit – Applicant Request

Exhibit #2 – Aerial Map – Parcel Maps

Exhibit #3 – Zoning Map

Exhibit #1 – Conditional Use Permit – Applicant Request



Conditional Use Permit Application

City of La Crescent Minnesota
Building and Zoning Department
315 Main Street
La Crescent, MN 55947
(507) 895-4409
www.cityoflacrescent-mn.gov

<https://www.cityoflacrescent-mn.gov/wp-content/uploads/Zoning-Ordinance-Book-pdf.pdf>

Questions: If you have any questions, please contact the Building/Zoning Department, Monday through Friday, 7:30 a.m. to 4:00 p.m. at 507-895-4409, or write to, Building/Zoning Department, 315 Main Street, City of La Crescent, Minnesota, 55947.

CUP APPLICATION

SUBJECT PROPERTY INFORMATION	
PROJECT NAME: Carbon MN LLC	LEGAL DESCRIPTION (Attach)
PROPERTY ADDRESS: 190 Main St. La Crescent MN	ASSESSOR'S PARCEL ID. 250030000
GROSS ACREAGE: .115	CURRENT ZONING DISTRICT: INDUSTRIAL LCSTC/SD300/FD6
PROPERTY OWNER	
NAME: LA Crescent Land CO, Randy Gibson	
MAILING ADDRESS: 28 McIntosh Rd E	
EMAIL: kaaite@aol.com	TELEPHONE: 608-738-5806
APPLICANT	
NAME: Austin Wszolek, Carbon MN LLC	
MAILING ADDRESS: 1501 Saint Andrew St. #401 La Crosse, WI 54603	
EMAIL: Austin@gocarbon.co	TELEPHONE: 720-338-0082
OWNER AUTHORIZATION	
My signature below signifies that: I hereby declare that I am the owner, or authorized agent of the owner, of the above-described property and I agree to construct the building or use herein described in accordance with the regulations and ordinances that govern said improvement within the City of La Crescent and that the foregoing information contained on this application is a true and correct statement of my intentions. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a CUP does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I understand that any utility that must be moved as a result of additions or alterations to the property will be at my expense and I will be responsible for the cost of the plan check of this application even though I do not continue the project. I have also read and understand the instructions and information contained in the application materials. - I have read the application form and background information and have provided the required information. - I have reviewed the legal description on my property deed and indicated all recorded easements and deed restrictions on the submitted site plan. <i>(Please provide a description here of the easements and restrictions shown on your property deed. _____)</i> - I believe the information provided in this application is accurate to the best of my knowledge. - I am aware that City staff and/or Planning Commission members may view my property and proposed construction. <i>(Please note any special instructions regarding access to your property such as dogs, gates, alarms, etc. _____)</i>	

- I understand that if this application is approved, a building permit is required for construction and that no construction may commence prior to issuance of the permit. No changes may be made without City approval, and changes may require a new application.
- I (we) understand that additional data may be requested by the City of La Crescent Planning Commission.

Property Owner Signature

[Handwritten Signature]

Date

8/31/25

Applicant Signature

Date

REVIEW TIMEFRAME

ADMINISTRATIVE COMPLETENESS REVIEW: 5 DAYS

REVIEW OF SUBMITTAL: 30 DAYS

CUP SUBMITTAL CHECKLIST

PLEASE RETURN THIS COMPLETED APPLICATION FORM WITH YOUR SUBMITTAL. SUBMITTALS WITHOUT THE INFORMATION BELOW WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED. ALL SUBMITTAL MATERIALS MUST BE DELIVERED TO CITY HALL OR SUBMITTED VIA EMAIL IN PDF FORMAT.

PLEASE NOTE: IT IS HIGHLY RECOMMENDED THAT A PRE-APPLICATION MEETING BE HELD PRIOR TO A FORMAL SUBMITTAL.

- ☒ Project Narrative of Proposed Request (See Page 8 for further details)
- ☒ Legal Description
- ☒ Site Plan (showing north arrow and other relevant data)
- ☒ Elevations and Floor Plans (if applicable)
- ☒ Copy of deed establishing ownership *(win)*
- ☒ Mailing Label Certification
- ☐ Mailing Labels (with Houston/Winona County parcel maps)
- ☐ Application Fees (\$300.00)
- ☐ All requested items have been included

CUP Application Requirements

After you have had a pre-application meeting, please review your project before completing the application to make sure it meets the criteria in the zoning ordinance. Provide complete and accurate information. Plan your project so that it is compatible with the surroundings and does not disrupt the neighborhood with undue noise or traffic. Submitting an application for a CUP demands time, expense and justification. Please consider designing, refining or redesigning the project to meet all zoning standards before submitting an application for a CUP.

A narrative describing the basis for the proposed request must be submitted. In order to provide the staff, Planning Commission, and City Council with sufficient information with which to make a recommendation (staff and Planning Commission make a recommendation) and decision (City Council makes the decision), on whether the request meets the requirements of the zoning code, the CUP narrative should include the following information:

Application Narrative Requirements: Please submit as a separate document.

- Please provide a brief description of the project.
- What is the reason for your request?
- Location/Address/Tax Parcel ID of the property subject to the request
- Legal Description
- Vicinity information
- Current site conditions- **A survey or sketch drawn to scale must be attached showing:**
 - a. Lot lines and corner pins (If there are any questions as to property lines, a survey may be needed). The city has a metal detector at City Hall for property owners to check out.
 - b. Dimensions of existing buildings and proposed new construction;
 - c. Distances from lot lines to buildings.
 - d. All Easements (Utility and drainage)
 - e. Utility lines entering the property.
 - f. Corner pins must be established and marked by the owner.
 - g. Two copies of construction plans must also be submitted
- Applicant's Evaluation of Criteria and Findings of Fact
Please include a response to each of the following items. Please type or print legibly. If your response does not fit within the available space, please attach additional sheets. If the question does not apply to your situation, respond with "Not Applicable" and include a statement as to why a question is not applicable.
 - A. Please indicate what steps you have taken to discuss this project with your neighbors prior to submission.
 - B. Please indicate what steps you have taken to discuss this project with the city staff prior to submission.

- C. As part of your application narrative, please review the Criteria for Granting Conditional Use Permits found in Section 12.06 Subd. 3. of the zoning ordinance (below) and provide your Response (Findings) in the space provided or on a separate sheet.

Subd. 3. CRITERIA FOR GRANTING CONDITIONAL USE PERMITS. In granting a conditional use permit, the La Crescent City Council shall consider the advice, recommendations and findings of the Planning Commission and the effect of the proposed use on upon the health, safety, morals and general welfare of occupants of surrounding lands. The City Council may make the following findings where applicable:

- A. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.

Response (Findings): ATTACHED

- B. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.

Response (Findings): ''

- C. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

Response (Findings): ''

- D. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

Response (Findings): ''

- E. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

The use is consistent with the purposes of the zoning code and the purposes of the zoning district in which the applicant intends to locate the proposed use.

Response (Findings): \

F. The use is not in conflict with the policies of the City of La Crescent.

Response (Findings): \

G. The use will not cause traffic hazards or congestion.

Response (Findings): \

H. Existing uses will not be adversely affected because of curtailment of customer trade brought about by intrusion of noise, glare or general unsightliness.

Response (Findings): \

D. Please review the potential additional conditions below from Section 12.06 Subd. 4. of the zoning ordinance and provide any explanation you deem necessary in your narrative for any of the potential additional conditions.

Subd. 4. ADDITIONAL CONDITIONS. In permitting a new conditional use or the alteration of an existing conditional use, the City Council may impose additional conditions which are considered necessary to protect the best interest of the surrounding area or the community as a whole. Additional conditions may include but are not limited to the following:

- A. Increasing the required lot size of yard dimensions.
- B. Limiting the height, size or location of buildings.
- C. Modifying the building architecture or orientation or requiring berms, screening, landscaping or other facilities to protect adjacent or nearby property.
- D. Controlling the location and number of vehicle access points.

- E. Increasing the street or driveway width to mitigate traffic or safety concerns.
- F. Increasing the number of required off-street parking spaces.
- G. Requiring landscaping, fencing, screening, or other improvements to protect adjacent or nearby property.
- H. Limiting the number, size, location, or lighting of signs.

Note: In addition to any conditions that may be imposed by the City Council, the city has the following standard conditions of approval for all applications.

City Standard Conditions of Approval

- A. Applicant will abide by the representations made by the applicant or their agents made during the permitting process, to the extent those representations were not negated by the Planning Commission or City Council and to the extent they are not inconsistent with spirit or letter explicit conditions of the Conditional Use Permit.
- B. Exterior lighting will comply with the La Crescent Ordinances (dark sky, LED) lighting requirements.
- C. Applicant comply with all federal, state, and local regulations.

CUP Narrative & Findings – Carbon MN

Project Name: Carbon MN LLC

Address: 190 Main St, La Crescent, MN

Parcel ID: 250030000

Gross Acreage: 0.115

Zoning District: Industrial LCSTC/SD300/FD6

Project Narrative

Carbon MN LLC, an OCM pre-approved cannabis microbusiness, requests a Conditional Use Permit to operate cultivation, extraction, and manufacturing at 190 Main Street, La Crescent.

The project involves renovating the existing 5,000 sq. ft. commercial/industrial building to include:

- **Cultivation rooms** (sealed, controlled environment).
- **Food Grade Commercial Kitchen**
- **Extraction lab** (C1D1 compliant, fire-suppression equipped).
- **Manufacturing/packaging area** for finished goods.

Operations will follow all **state OCM regulations and local fire/building codes**, with oversight from the Fire Chief and Building Inspector. The facility will be secure, odor-controlled, and fully enclosed.

Reason for request:

Cannabis-related activities require a CUP. Granting this permit allows safe, compliant use of an underutilized property, bringing jobs, economic activity, and tax revenue to La Crescent's industrial district.

A. Steps taken to discuss with neighbors:

Carbon MN LLC has made initial informal contact with several adjacent property owners to provide awareness of our proposed use at 190 Main Street. We explained that all operations will be conducted indoors with no public retail component, and that odor and noise mitigation systems will ensure the facility does not create a nuisance. We are committed to maintaining open communication with neighboring businesses and residents as the project moves forward.

B. Steps taken to discuss with city staff:

Prior to submission, Carbon MN LLC has participated in pre-application discussions with the City of La Crescent Building and Zoning staff to review zoning requirements, CUP procedures, and submittal materials. We have also confirmed that the project will be subject to review by the Fire Chief and Building Inspector, and we are prepared to provide detailed site, floor, and safety plans for their review as part of the permitting process.

Findings of Fact

A. Injurious to other property:

The project enhances the property and surrounding area with professional odor mitigation, noise suppression, and security. No adverse impacts to adjacent properties are anticipated.

B. Orderly development:

All improvements occur within the existing building footprint, preserving orderly development of nearby parcels.

C. Adequate utilities/access:

Property already has municipal water, sewer, and power. Access via Main Street and alley is sufficient.

D. Parking/loading:

Onsite and adjacent street parking provides adequate capacity. Deliveries will be scheduled during low-traffic periods.

E. Odor/noise/light control:

Carbon filtration and closed-loop extraction ensure no detectable odors. Noise is limited to indoor HVAC. Exterior lighting will meet "dark sky" code.

F. Consistency with zoning code:

The use aligns with industrial zoning intent, supporting economic development and safe industrial activity.

G. Not in conflict with City policies:

The proposal follows OCM regulations and La Crescent CUP procedures, aligning with City goals for managed cannabis development.

H. Traffic hazards:

Minimal employee and vendor traffic (<10 trips/day). No retail operations; customer congestion not applicable.

I. No adverse effects to existing uses:

No negative impact expected; improvements will increase building quality and community tax base.

Additional Conditions

- **Height/size:** No exterior changes proposed.
- **Screening/landscaping:** Existing building; No landscaping improvements will be made if required.
- **Access control:** Security and limited vehicle access ensure safety.
- **Parking:** Current capacity is sufficient.

Compliance Statement

Carbon MN LLC will:

- Abide by all state, federal, and local cannabis regulations.
- Submit site plans, floor plans, and C1D1 extraction specs for Fire Chief and Building Inspector review.
- Implement 24/7 surveillance, restricted access, and professional odor and waste control systems.
- Ensure that all construction is permitted and inspected prior to occupancy.

Mailing Label Certification

I/We, Carbon MN + La Crescent Land Co

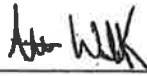
hereby certify that this is a complete list of property owners abutting and those property owners that would be abutting except for the existence of a right of way of the property proposed for a variance as obtained from the Houston or Winona County Assessor's Office on: (date obtained) 8/31/25.

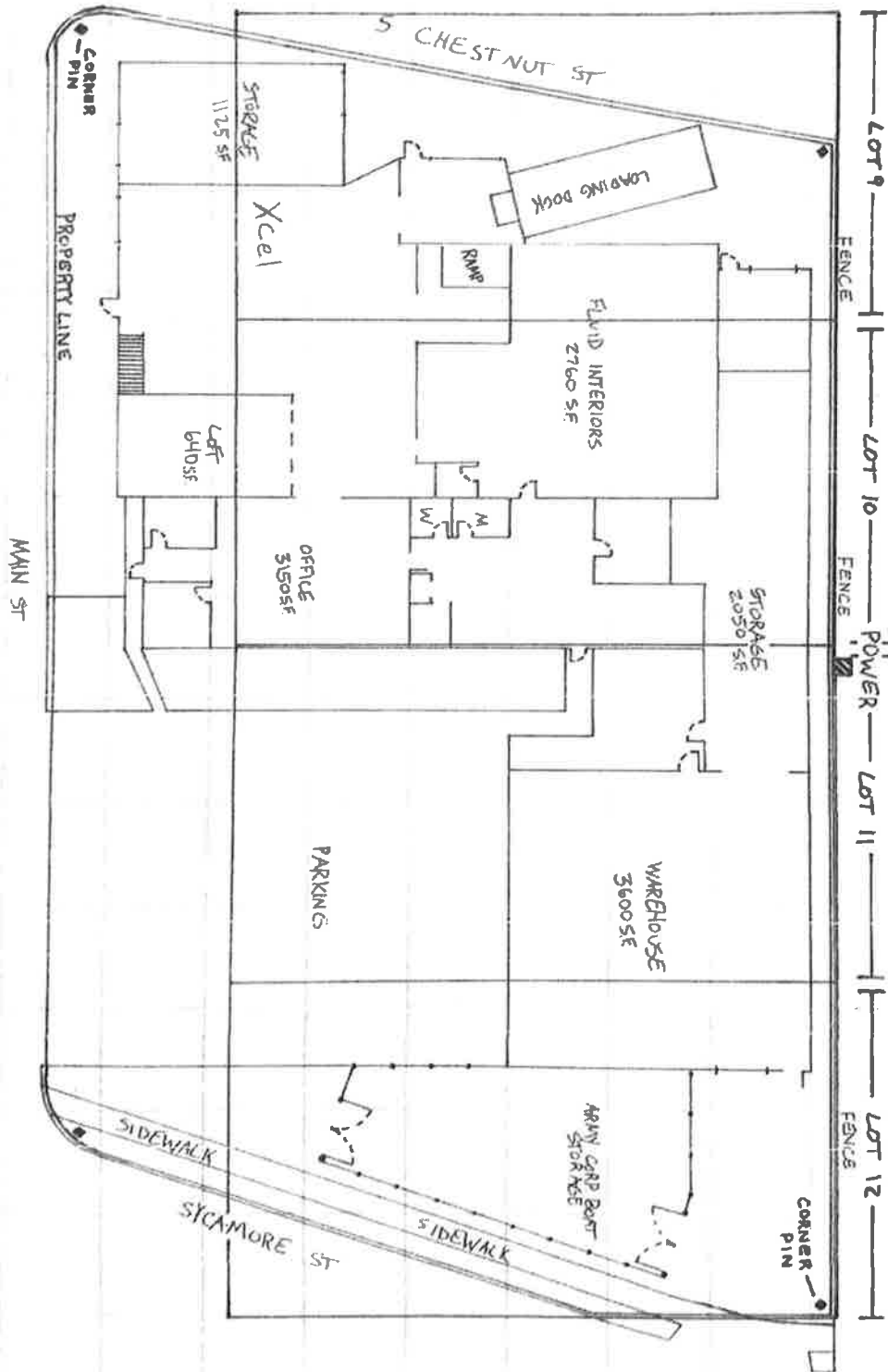
I/We further certify that this list is not older than thirty (30) days at the time of filing of said application.

PLEASE PRINT

<u>La Crescent Land Co</u>	
Property Owner Name	Signature
<u>190 Main St.</u>	
Street Address	
<u>La Crescent, MN,55947</u>	<u>608-738-5806</u>
City, State, Zip	Telephone

<u></u>	<u></u>
Property Owner Name	Signature
<u></u>	<u></u>
Street Address	
<u></u>	<u></u>
City, State, Zip	Telephone

<u>Carbon MN</u>	<u></u>
Agent Name	Signature
<u>17023 HILLSIDE RD</u>	
Street Address	
<u>RDBROWNSVILLE MN 55919</u>	<u>720-338-0082</u>
City, State, Zip	Telephone





Letter of Intent to Lease

Date: 8/25/25

Landlord:

Randy Gibson / La Crescent Land Co.
190 Main Street
La Crescent, MN

Tenant:

Carbon MN LLC
1501 Saint Andrew St.

La Crosse, Wi 54603

Purpose

This non-binding Letter of Intent ("LOI") sets forth the principal terms and conditions under which **Carbon MN LLC** ("Tenant"), an Office of Cannabis Management pre-approved microbusiness intending to cultivate, extract, and manufacture cannabis products, proposes to lease space from **La Crescent Land Co.** ("Landlord"). The parties intend to negotiate and enter into a formal Lease Agreement consistent with the terms below.

Proposed Lease Terms

1. Premises

- Approximately **5,000 square feet** located at **190 Main Street, La Crescent, MN** (the "Premises"). Interest in any additional space if available.

2. Use

- Tenant intends to use the Premises for **cannabis cultivation, extraction, and manufacturing activities**, subject to all applicable state and local laws, regulations, and required permits.

3. Lease Term

- **Initial Term:** Five (5) years.
- **Commencement Date:** To begin between **November 1, 2025 and December 1, 2025**, contingent upon issuance of all necessary approvals and completion of buildout.

4. Base Rent

- **\$5,000 per month.**

5. Additional Rent / Expenses

- **Tenant shall not be responsible for common area maintenance (CAM) charges, real estate taxes, or other operating expenses.**

6. Tenant Improvements / Buildout

- Landlord shall provide a **build-to-suit allowance** to complete necessary improvements to the Premises prior to the Commencement Date.
- **Rent shall be abated until such time as the Premises are complete and all required permits are issued.**

7. Renewal Option

- Tenant shall have the **first right of refusal** to lease any additional contiguous space at the Premises as it becomes available, and the right to **renew the Lease at then-market terms.**

8. Contingencies

- This LOI and any subsequent Lease are expressly contingent upon Tenant **obtaining all necessary state and municipal approvals and permits**, including but not limited to a Conditional Use Permit from the City of La Crescent, anticipated by mid-October 2025.

9. Confidentiality / Exclusivity

- Landlord agrees not to negotiate a lease for the Premises with any other cannabis-related business while this LOI is in effect.
- Both parties agree to keep the terms of this LOI confidential, except as required for legal, financial, or regulatory purposes.

10. Non-Binding Effect

- Except for the Confidentiality and Exclusivity provisions above, this LOI is non-binding and is intended solely as a basis for preparing a formal Lease Agreement. Neither party shall be bound until such Lease Agreement is fully executed.

Acknowledgement

If the foregoing accurately reflects your understanding of the proposed terms, please confirm by signing below.

Landlord:

Signature: 
Name: Randy Gibson
Title: 9/4/2025
Date: 9/4/2025

Tenant:

Signature: _____

Name: Austin Wszolek
Title: Managing Member, Carbon MN LLC
Date: 8/25/25

250002001
LA CRESCENT,CITY OF
315 MAIN ST
PO BOX 142
LA CRESCENT, MN 55947

250020000
BAUER,BRUCE E
221 N 2ND ST
LA CRESCENT, MN 55947

250021000
TIPPETTS RENTALS LLC
W7931 CTY RD Z8
ONALASKA, WI 54650

250025000
7 RIVERS MECHANICAL PROPERTIES
190 1ST ST N
LA CRESCENT, MN 55947

250026000
VILLAND ENTERPRISES LLC, % RODNE
1061 WILLIAM AVE
WEST SALELM, WI 54669

250027000
7 RIVERS MECHANICAL PROPERTIES
190 1ST ST N
LA CRESCENT, MN 55947

250027001
7 RIVERS MECHANICAL PROPERTIES
190 1ST ST N
LA CRESCENT, MN 55947

250028000
BOETTCHER PROPERTIES, LLC
191 1ST ST N
LA CRESCENT, MN 55947

250030000
LA CRESCENT LAND CO, RANDY GIBSC
28 MCINTOSH RD E
LA CRESCENT, MN 55947

250031000
LA CRESCENT LAND CO, RANDY GIBSC
28 MCINTOSH RD E
LA CRESCENT, MN 55947

250032000
BAUER,BRUCE E
221 N 2ND ST
LA CRESCENT, MN 55947

250040000
MO & MN POSTAL HOLDINGS LLC
75 COLUMBIA AVE
CEDARHURST, NY 11516

250050000
DRU HOLDINGS LLC
847 REMINGTON ST
WEST SALEM, WI 54669

250050001
DRU HOLDINGS LLC
847 REMINGTON ST
WEST SALEM, WI 54669

250050002
LA CRESCENT,CITY OF
315 MAIN ST
PO BOX 142
LA CRESCENT, MN 55947

250051000
SOO LINE RAILROAD COMPANY, 7TH FL
120 6TH ST S
MINNEAPOLIS, MN 55402

250052000
LADSTEN,GERALD W
21691 HONEY DR
SPRING GROVE, MN 55974

250052001
DRU HOLDINGS LLC
847 REMINGTON ST
WEST SALEM, WI 54669

250053000
LA CRESCENT,CITY OF
315 MAIN ST
PO BOX 142
LA CRESCENT, MN 55947

250230000
BAUMGARTNER,DENNIS & DOROTHY
W3189 BUOL RD
WEST SALEM, WI 54669

251172000
G F S INC
85 MAIN ST #1
LA CRESCENT, MN 55947

251173001
ZENKE,TRAVIS & KATHY
4485 COUNTY 6
LA CRESCENT, MN 55947

251173003
ZENKE,TRAVIS & KATHY
4485 COUNTY 6
LA CRESCENT, MN 55947

251183001
LA CRESCENT,CITY OF
315 MAIN ST
PO BOX 142
LA CRESCENT, MN 55947

259001000
STONE,SAMANTHA J & MARIAH M
105 SYCAMORE ST
LA CRESCENT, MN 55947

259003000
HERMANN,MIKE
103 SYCAMORE
LA CRESCENT, MN 55947

259006000
BAUMGARTNER,HOWARD & MARGO
197 DEPOT LN
LA CRESCENT, MN 55947

259007000
JENSKY,JEFFREY
107 SYCAMORE ST N
LA CRESCENT, MN 55947

259009000
WIESE,DEREK
195 DEPOT
LA CRESCENT, MN 55947

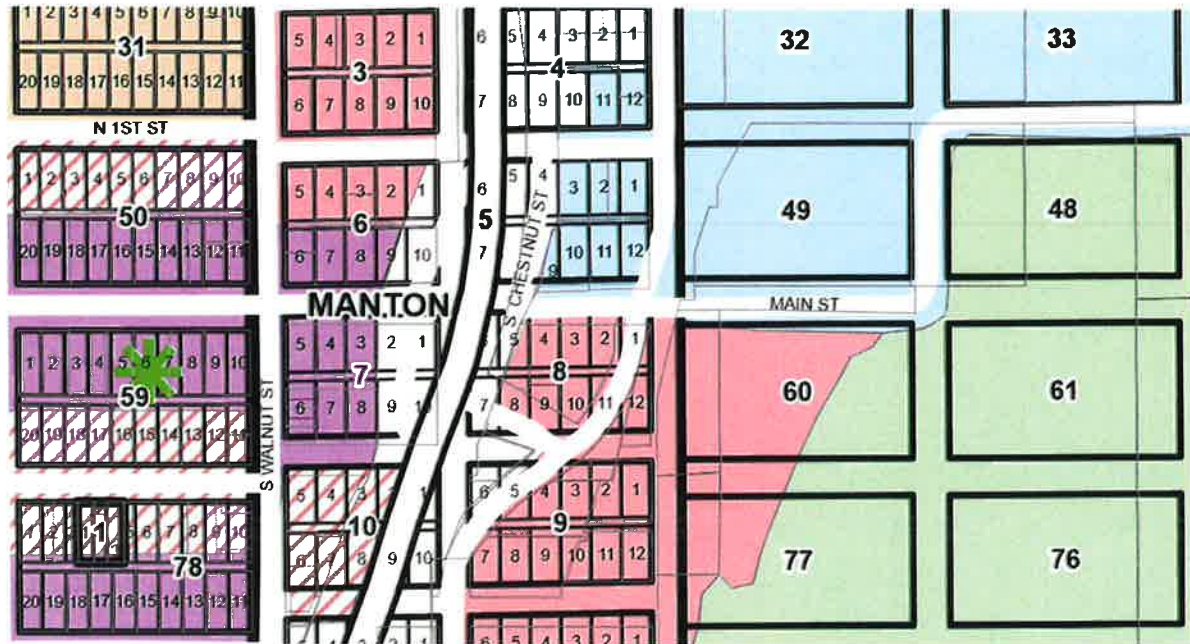
259114000
BAUMGARTNER,SUSAN M
199 DEPOT LN
LA CRESCENT, MN 55947

Exhibit #2 – Aerial Map – Parcel Maps

Houston County Beacon Aerial Map – Parcel Map Combined Parcels



Exhibit #3 – Zoning Map



MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: September 25th, 2025

SUBJECT: Solar Agreement Statewide Solar on Public Buildings Grant Agreement Wieser Park Pavilion

The city selected Solar Connection as the contractor for the solar PV project at Wieser Park Pavilion. Attached is the agreement between the city and the Minnesota Department of Commerce and the agreement between Solar Connection and the city. The city would recommend proceeding with the agreement from the Minnesota Department of Commerce and Solar Connection.

Details on the project are listed below.

- The system will be 29.1 kW DC.
- Combined the grant and the elective pay tax credit will cover \$69,300 or 100% of the system cost of \$83,000.
- Once the solar PV system is installed an estimated 102% of the electricity used by the facility will be generated by solar.
- The cumulative savings on the system is estimated to be \$151,587 after 25 years.



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

September 4, 2025

Jason Ludwigson
Sustainability Coordinator
City of La Crescent
315 Main Street, PO Box 142
La Crescent, MN 55947

Dear Jason,

Thank you for your application to the Minnesota Statewide Solar on Public Buildings Program. We are pleased to inform you that your application has been approved. The project and award total are noted below:

- City of La Crescent – Wieser Park Pavilion Solar PV. Award total: \$58,100.00

Commerce's Solar on Public Buildings Program Administrator, Kate Barry, will contact you to begin the contract negotiation process. We encourage timely review and acceptance of the Minnesota state contract language, which will expedite the contracting process and enable solar projects to begin construction on time to file for the Direct Pay tax credits before they expire. Proposed changes to the standard Minnesota state contract language will require legal review and cause contracts under legal negotiations to have to navigate a longer process.

While we hope that the contract will be in place in the very near future, please note that pursuant to State statute, **work is not allowed to begin, and no costs should be incurred until a fully executed contract is in place. Expenses eligible for reimbursement must be incurred while under contract with the Department.** Once a contract is fully executed, Commerce will provide next steps for administering your contract, including submitting invoices for reimbursement.

If you have any questions about this notification, please contact energy.contracts@state.mn.us with "Solar on Public Buildings" in the subject line. Thank you for your commitment to this process and your enthusiasm for the Minnesota Solar on Public Buildings Program.

Sincerely,

Energy Contracts

CC: Application File

Equal Opportunity Employer

SOLAR CONNECTION

No Daylight Wasted

Accurate, Objective, Transparent

Date: 7/31/25

Customer: City of La Crescent

Project Address: 1811 County Highway 6, La Crescent MN 55947

This Agreement is made by and between Solar Connection Inc., (hereinafter "Contractor") and the City of La Crescent (hereinafter "Owner").

Project Summary

The Owner hereby employs the Contractor to do the work and provide the materials, tools, machinery, and supervision necessary for the construction of a photovoltaic system at Wieser Park, all in accordance with the scope of work and exclusions listed herein in addition to information contained in the "City of La Crescent Solar RFP Wieser Pavillion Proposal" dated 07/31/25.

Scope of Work

The scope of work for this project includes but is not limited to:

1. Install Modules: (78) 440W VSUN, or similar to achieve ~35 kW DC combined system size.
2. Install Inverters: (18) Hoymiles HM-1500 and (3) Hoymiles HM-700 Microinverters
3. Install all solar module racking, combiner boxes, disconnect switches, overcurrent protection devices, meters, enclosures, conduit, wire, warning placards and any other equipment required for a code compliant photovoltaic system.
4. Connect inverter system to Owner provided networking equipment (if applicable) to facilitate online monitoring.

5. Obtain all required permits and approvals from any authorities having jurisdiction (AHJ)
6. Assist in completing any paperwork required for local, state, or utility incentives, as applicable.
7. Administer interconnection agreement with local electric utility, as applicable.

Exclusions

The following items are excluded and will not be provided as part of this Agreement:

1. Any electrical service upgrades, transformer upgrades, or secondary wire upgrades, if required, will be performed under a separate contract.
2. Any jobsite security, if required, will be provided by others.
3. Any jobsite storage containers, if required, will be provided by others.
4. Any jobsite traffic control, barricades, road closures and any associated permits, if required, will be provided by others.

Payment Schedule

Payments shall be disbursed to the Contractor based on the schedule of values below. Within 7 days of notification by the Contractor of each stage of completion, the Owner or its designee will inspect and approve the work or request any necessary adjustments to the work. The Owner agrees to make payments to the Contractor within 7 days of approving work. Late payments will accrue \$100 per day and will be added to the Final Payment.

Payment #	Description of work completed	Payment Due	Total Cost
1	Upon Contract Signing	10% of total	\$8,300
2	When Install Begins	60% of total	\$49,800
3	Upon Commissioning	30% of total	\$24,900
	Total Installation Cost		\$83,000

General Conditions

1. The Contractor agrees to defend, indemnify, and hold the Owner harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's negligence in the performance of the construction contract. The Contractor further agrees to protect, defend, and indemnify the Owner from any claims by laborers, subcontractors or material suppliers for unpaid work or labor performed or materials supplied in connection with the construction contract.

2. Change Orders. The Contractor agrees not to make any changes to the schedule of work, design, or of the specifications without written authorization by the Owner.
3. Use of utilities. The Owner shall permit the Contractor to use, at no cost, power, and water necessary for the carrying out and completion of the work.
4. Working time. The Owner shall permit the contractor to access the site to carry out work Monday through Friday, from 7:00am to 5:00pm. Any work outside of these hours will be approved by the Owner prior to start of work.
5. Final payment will not be delayed due to inspection by the local electric utility. Local electric utility inspections are scheduled after local building department inspections and are out of the Contractors control.
6. If work onsite is impeded by existing code violations onsite, the owner will be responsible for any costs associated with additional work for the Contractor to correct the violations.
7. The estimated completion date for these projects shall be extended for any delays outside of the Contractors control including, but not limited to, inclement weather, equipment availability, union strikes, existing code violations, and permitting times or delays. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractors' State License Board.

IN WITNESS WHEREOF, THE OWNER AND THE CONTRACTOR HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST WRITTEN BELOW.

CONTRACTORS REPRESENTATIVE

OWNERS REPRESENTATIVE

PRINT NAME

PRINT NAME

DATE

DATE

Addendum to Agreement

This Addendum is a continuation of the Agreement dated July 31, 2025, between Solar Connection Inc. ("Contractor") and City of La Crescent ("Owner") is hereby stated to include the following:

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

Worker's Compensation Insurance. Workers Compensation insurance shall meet the statutory obligations with Coverage B – Employers Liability limits of at least \$100,000 each accident, \$500,000 disease – policy limit and \$100,000 disease each employee.

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

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

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

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

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

Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

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

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

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

Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

General Provisions.

Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the Owner.

Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

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

Force Majeure. Neither party shall be liable to the other or deemed in default under this

Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the Owner.

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

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

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

Notice to Contractor: Solar Connection
Attn: _____
920 10th Avenue North
Onalaska, WI 54650

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

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

Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the Owner.

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

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

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

Signatures on Following Pages

Solar Connection Inc.

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

City of La Crescent

Date: _____

By: Mikel Poellinger
Its: Mayor

Date: _____

By: Bill Waller
Its: City Administrator



This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Commerce ("State") and City of La Crescent, 315 Main Street, La Crescent MN, 55947 ("Grantee").

Recitals

Under Minn. Stat. § 216C.02, subd. 1, the State is empowered to enter into this Grant Contract Agreement. The State seeks to stimulate the installation of solar energy systems on public buildings pursuant to MN Statutes Sec. 216C.377. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. September 24, 2025, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date.

A. March 24, 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 Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

The parties will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed **Fifty-Eight Thousand One Hundred dollars (\$58,100.00)**, which shall be paid in accordance with the terms outlined in Exhibit B: Payment Schedule, which is attached and incorporated into this Grant Contract Agreement.
- 4.2 Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule: Please refer to Exhibit B.
- 4.3 Retainage.** No more than 95 percent of the amount due under this grant contract may be paid until the final product of this grant contract has been reviewed by the State's Authorized Representative. The balance due will be paid when the State's Authorized Representative determines that the Grantee has satisfactorily fulfilled all the terms of this grant contract.
- 4.4 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

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

6 Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

- 6.1** The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- 6.2** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 6.3** 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.

7 Authorized Representatives

- 7.1** The State's Authorized Representative is **Kate Barry, Federal Utility Grants Project Manager**, **Kate.Barry@state.mn.us**, **651-539-1516**, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the

services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2** The Grantee's Authorized Representative is **Bill Waller, City Administrator, bwaller@cityoflacscent-mn.gov, 507-895-2596**, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.

The Grantee's Project Manager is **Jason Ludwigson, Sustainability Coordinator, jludwigson@cityoflacscent-mn.gov, 507-313-9633**, or their successor. If the Grantee's Project Manager changes at any time during this grant contract, the Grantee must notify the State.

- 7.3** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

- 8.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

- 8.2 Amendments.** Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

- 8.3 Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

- 8.4 Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

- 9.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

- 9.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.

- 9.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

- 9.4** No sub agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

- 9.5** The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.

9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 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 performance of this Grant Contract Agreement 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 Agreement.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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 Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.

12.3 License to the State. Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original

documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.

12.4 Obligations. Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at 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 materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 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.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement 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.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement 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.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

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

17 Data Disclosure

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

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Specifications, Duties, and Scope of Work

Exhibit B: Payment Schedule

Grant Contract Agreement Signature Page

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A: Specifications, Duties, and Scope of Work

The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes § 16B.97, subd. 4 (a).

A. Project: SPB25-022; City of La Crescent – Wieser Park Pavilion

B. Project Goal: The Minnesota Legislature established the Solar for Public Buildings Grant Program, in the 2023 legislative session, to provide grants to stimulate the installation of solar energy generating systems on public buildings in Xcel Energy Electric Service Territory.

C. The Grantee shall do all things necessary, including partnering with subcontractors, to complete the following tasks according to the following schedule:

Task Description	Deadline
1 System Components	End of month 4
1.1 All PV modules necessary for the System are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer or Grantee. 1.2 All other System components, including inverters, are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer/Grantee. Deliverable(s): • Submit any invoice(s) or receipt of payment(s) for reimbursement. ○ Upload supporting documentation including, but not limited to, receipts, shipping label/packing slip, proof of delivery. • If equipment has not been received yet, upload proof of order and/or possession of modules and BOS components and anticipated delivery date. • Enter Task 1 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Project Updates: • Provide a thorough update on project progress including: ○ Setbacks ○ Timeline updates ○ Anticipated completion ○ System promotion planning ○ Any other relevant updates	
2 Interconnection	End of month 8
2.1 All necessary interconnection documentation/applications have been filed and submitted to Grantee electric utility. 2.2 All necessary interconnection fees have been paid to Grantee electric utility. Deliverable(s): • Submit any invoice(s) or receipt of payment(s), for reimbursement. ○ Upload supporting documentation as proof of interconnection paperwork submission	

Task Description	Deadline
and related fee payments. Enter Task 2 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Project Updates:	
- Provide a thorough update on project progress including: - Setbacks - Timeline updates - Anticipated completion - System promotion planning - Any other relevant updates	
3 System Installation	End of month 18
3.1 All components of the System have been fully installed. 3.2 System has been inspected and approved by Grantee Local Authority Having Jurisdiction. 3.3 A proof of witness test for the System has been completed by the Grantee electric utility. 3.4 At the time of any System level work order execution, Grantee's Developer returned any damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty. Deliverable(s): <i>(all documentation will be furnished)</i> - Submit any invoice(s) or receipt of payment(s) for reimbursement. - Upload supporting documentation of proof of interconnection. - Upload a <i>Statement of Compliance</i> form. - Upload a signed inspection form and proof of witness test. - Collect and maintain prevailing wage reports, as required, Minn Stat. <u>177.27</u>, <u>177.30</u>. - Enter Task 3 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Project Updates:	
- Provide a thorough update on project progress including: - Press releases - Stories/case studies - Webpage development - Social media - Other in-person promotional events	
4 Promotion	End of month 18
Media Kit Acknowledgement When a local government building goes solar, it's an opportunity for the entire community to learn about the benefits and partnership with the Department. To help Grantees with promoting the work under this grant, the Department will provide an online Media Kit, and will be available on the Solar on Public Buildings webpage. It will include: - Press release template - Article template (for website or newsletter) - Social media handles, example language, and graphics	

Task Description	Deadline
• Customizable poster • Customizable event flyer 4.1 For any public communications about the solar project, on websites, newsletters, news media, social media, etc., the Grantee will recognize funding from the Minnesota Department of Commerce Solar on Public Buildings Program. Upload an example of such public communication. 4.2 For any public events about the solar project, Grantee will extend an invitation to the Minnesota Department of Commerce by sending event details and an invitation to the State's Authorized Representative. 4.3 Once the System is installed and operational, the Grantee will provide 1+ photo to the State of the System. Grantee is responsible for photo consent forms. 4.4 Grantee is encouraged to use the media kit and promotional templates provided by the Minnesota Department of Commerce. Upload a sample of public publicity such as a poster or event flyer. Deliverable(s): • Acknowledge review of Media Kit materials. • Any final invoice(s) or receipt of payment(s), including supporting documentation, have been submitted for reimbursement. • Enter Task 4 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Promotion Plan Updates:	
• The local unit of government is required to publicly acknowledge the Solar on Public Buildings grant award from the Minnesota Department of Commerce. Provide an update on project promotional plan, including the timeline. This may include, but is not limited to: ○ Public presentation(s) at Council or Board meetings, at conferences, community events ○ Press releases ○ Stories/case studies ○ Webpage development ○ Ribbon cutting ○ Other in-person promotional events	
5 Reporting and Invoicing	Ongoing
5.1 The Grantee must inform the State's Authorized Representative, as often as necessary, to discuss issues requiring immediate attention, such as schedule deviations, scope of work modifications, concerns related to the project's progress, budget issues or questions, and any other topic that might require a dialogue regarding the best way to proceed. 5.2 The Grantee will provide the State's Authorized Representative with any additional information requested throughout the project pertaining to project status upon request. 5.3 The Grantee will submit invoices for reimbursement at least as often as requested in Tasks 1-4 above and as often as monthly. 5.4 The Grantee will submit documentation of federal tax credits (including any bonus credits) received for the project.	
6. System Component Reporting and End of Life Recycling	Ongoing
6.1 System Level Work Order Execution: At the time of any System level work order execution, Grantee's Developer shall be responsible for returning damaged and/or defective panels	

Task Description	Deadline
through the distribution chain for recycling and inverters to the manufacturer under warranty. 6.2 Operations and Maintenance (O&M): While engaged in an O&M contract, Grantee's Developer shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.3 System Components Under Warranty: Grantee's Developer shall be responsible for tracking System equipment under warranty that cease to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.4 Third Party Ownership: While engaged in a power purchase agreement (or third-party ownership model) contract, the Grantee's contractor shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.5 End of Life Decommissioning and Recycling: At the time of decommissioning or System removal, the Grantee shall be responsible for the recycling any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6 below. 6.6 Tracking and Reporting: All tracking and recycling of System Equipment that ceases to function as intended (for any reason) shall include counts of modules and inverter types and be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). A recycling and reporting form will be available on the Department's webpage and provided upon contract execution. Deliverable(s): • Throughout the System's lifetime, a copy of the previous year's recycling and reporting form (which must be submitted to MPCA annually by March 31st for the previous year) is also submitted to the Department by uploading an <i>Annual Check-In</i> form. • Throughout the System's lifetime, the Grantee will upload an <i>Annual Check-In</i> form is uploaded annually beginning 12 months after System commissioning.	

Exhibit B: Payment Schedule

Project: SPB25-022; City of La Crescent – Wieser Park Pavilion

Budget: List the detailed budget, broken down in the below tables by Grantee System installation expenses and Grantee System installation funding sources. Categories have been pre-populated via budget values provided via the Grant Application. Review, add additional details, and edit the budget as necessary. Eligible expenses include only those costs incurred by Grantee towards purchase and installation of the System.

Note: The payment schedule must match the schedule between the Grantee and Developer per the contract with the Developer.

PAYMENT SCHEDULE	Item (Expense)	Details	Total Cost
Payment to Developer	Upon Contract Signing	10%	\$8,300.00
Payment to Developer	When Install Begins	60%	\$49,800.00
Payment to Developer	Upon Commissioning	20%	\$24,900.00
TOTAL GRANTEE SYSTEM INSTALLATION EXPENSES			\$83,000

FUNDING SOURCES:	Item	Details	Total Cost
	Solar on Public Buildings	Grant	\$58,100.00
	48 E Tax Credit - ITC	30%	\$24,900.00
TOTAL GRANTEE SYSTEM INSTALLATION FUNDING SOURCES			\$83,000.00

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

#3.4

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: September 20th, 2025

SUBJECT: Carbon Reduction Fund Grant Agreements MnDOT

Attached for review is a resolution with MnDOT and a State of Minnesota Agency agreement. This is the authorization for \$16,000 in Carbon Reduction Program funds for SP236-080-006. These funds are being used for the Chevy Equinox. CRP funds require a 20% match. The local match has been built into future general fund budgets. The city sustainability coordinator and city attorney will be in attendance to answer any questions. We recommend adoption of the state agency agreement and MnDOT resolution by the council.



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN PROJECT

State Project Number: 236-080-006 _____

FAIN Number: CRP 2826(007) _____

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

RECITALS

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

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052044), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052044), which is

incorporated herein by reference.

4. Time

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

5. Payment

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

to eligible items.

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

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: christopher.nobach@state.mn.us

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

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

Name: Tyler Benish, or their successor.

Title: Public Works Director

Phone: 507-895-2037

Email: tbenish@cityoflacscent-mn.gov

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

7. Assignment Amendments, Waiver, and Agreement Complete

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

or MnDOT's right to subsequently enforce it.

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

8. Liability and Claims

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

9. Audits

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

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

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

11. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination; Suspension**
 - 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 13.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 13.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 13.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 13.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of La Crescent

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION 10-25-32
A RESOLUTION APPOINTING THE COMMISSIONER OF TRANSPORTATION
AS AGENT OF THE CITY OF LA CRESCENT TO ACCEPT AS ITS AGENT
FEDERAL AID FUNDS FOR ELIGIBLE TRANSPORTATION RELATED PROJECTS

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

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

STATE OF MINNESOTA

COUNTY OF _____

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

Clerk

Notary Public

My Commission expires _____

(SEAL)

#3.5

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: October 6th, 2025

SUBJECT: Solar on Public Buildings Grant Agreement MN Commerce Stoney Point Wellhouse

Attached is the agreement between the city and the Minnesota Department of Commerce for the solar PV project at Stoney Point. The city would recommend proceeding with the agreement from the Minnesota Department of Commerce. Details on the project are listed below.

- The system will be 31.2 kW DC.
- Combined the grant and the elective pay tax credit will cover \$69,300 or 90% of the system cost of \$77,000.
- The cost of the system to the city is \$7,700. The city would recommend amending the 2022 Capital Equipment Certificate to include this cost and authorize the expenditure.
- The payback on this system is anticipated to be 2.3 years or 27 months.
- Once the solar PV system is installed an estimated 50% of the electricity used by the facility will be generated by solar.
- The cumulative return on the system is estimated to be \$97,385 after 25 years.

**STATE OF MINNESOTA
SOLAR ON PUBLIC BUILDINGS GRANT CONTRACT**

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

Recitals

1. Under Minn. Stat. § 216C.02, subd. 1, the State is empowered to enter into this grant.
2. The State seeks to stimulate the installation of solar energy systems on public buildings pursuant to MN Statutes Sec. 216C.377.
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:** **July ##, 2025**, Per Minn. Stat. § 16B.98, subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per, Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date:** **January ##, 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: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 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 Execute the duties set forth in Exhibit A, which is attached and incorporated into this grant contract.

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 Consideration and Payment

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

- 4.1.1 **Compensation.** Payment to the Grantee will not exceed **Forty-Six Thousand Two Hundred** dollars (\$46,200.00) of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit B), which is attached and incorporated into this grant contract.
- 4.1.2 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **Forty-Six Thousand Two Hundred** dollars (\$46,200.00) of the total actual, eligible costs incurred in the performance of the Grantee's duties specified in Exhibit A.

4.2 Payment

- 4.2.1 **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 timely and according to the schedule as outlined in Exhibit A.
- 4.2.2 **Retainage.** No more than 95 percent of the amount due under this grant contract may be paid until the final product of this grant contract has been reviewed by the State's Authorized Representative. The balance due will be paid when the State's Authorized Representative determines that the Grantee has satisfactorily fulfilled all the terms of this grant contract.
- 4.2.3 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

- 4.3 **Contracting and Bidding Requirements.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.
- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- 4.4 **Budget Categories.** Upon notice to and written approval by the State's Authorized Representative, the Grantee's budget for any one category in Exhibit B may be increased by up to 10% of the amount shown in Exhibit B for that category, with the amount of the increase moved from one or more other categories in Exhibit B. To move more than 10% into a budget category from another budget category or categories will require an amendment to the grant contract.

5 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.

6 Authorized Representative

The State's Authorized Representative is **Kate Barry, Federal Utility Grants Project Manager**, Kate.Barry@state.mn.us, **651-539-1516**, or their successor, and has 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 is **Bill Waller, City Administrator**, bwaller@cityoflacrescent-mn.gov, **507-895-2595**, or their successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

The Grantee's Project Manager is **Jason Ludwigson, Sustainability Coordinator**, jludwigson@cityoflacrescent-mn.gov, **507-313-9633**, or their successor. If the Grantee's Project Manager changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendments 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.

- 7.3 **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.
- 7.4 **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.

8 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.

9 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 agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later

10 Government Data Practices and Intellectual Property Rights

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 10.2 **Intellectual Property Rights.** The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.
- 10.3 **License to the State.** Subject to the terms and conditions of this grant contract, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the works and documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the works and documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the document to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.
- 10.4 **Obligations.** Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at 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 materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

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

12. Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

13 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.

14 Termination

Termination by the State

14.1 (a) Without Cause.

The State may terminate this grant contract agreement 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.

14.1 (b) With 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. Per 16B.991, the State must immediately terminate this grant contract if the recipient is convicted of a criminal offense related to a state grant.

14.2 The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes, or it is not in the best interest of the State.

- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
- 1) It does not obtain funding from the Minnesota Legislature, or other funding source;
 - 2) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or electronic notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

-- signatures continued on next page --

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract / PO: _____

2. CITY OF LA CRESCENT

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. MN DEPARTMENT OF COMMERCE

(with delegated authority)

By: _____

Title: _____

Date: _____

Distribution:

MN Dept. of Commerce, Accounting Dept.

Grantee

State's Authorized Representative (copy)

Grantee Duties

- A. Project:** SPB24-075; Stoney Point Well House, City of La Crescent
- B. Project Goal:** The Minnesota Legislature established the Solar for Public Buildings Grant Program (Minn. Stat. § 216C.377), in the 2023 legislative session, to provide grants to stimulate the installation of solar energy generating systems on public buildings in Xcel Energy Electric Service Territory.
- C. The Grantee shall do all things necessary, including partnering with subcontractors, to complete the following tasks according to the following schedule:**

Task Description		Deadline
1	System Components	End of month 4
1.1	All PV modules necessary for the System are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer or Grantee.	
1.2	All other System components, including inverters, are either ordered with an anticipated arrival time to meet contract deadline, or in possession of Developer/Grantee.	
Deliverable(s):		
• Submit any invoice(s) or receipt of payment(s) for reimbursement. ○ Upload supporting documentation including, but not limited to, receipts, shipping label/packing slip, proof of delivery. • If equipment has not been received yet, upload proof of order and/or possession of modules and BOS components and anticipated delivery date. • Enter Task 1 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.		
Project Updates:		
• Provide a thorough update on project progress including: ○ Setbacks ○ Timeline updates ○ Anticipated completion ○ System promotion planning ○ Any other relevant updates		
2	Interconnection	End of month 8
2.1	All necessary interconnection documentation/applications have been filed and submitted to Grantee electric utility.	
2.2	All necessary interconnection fees have been paid to Grantee electric utility.	
Deliverable(s):		
• Submit any invoice(s) or receipt of payment(s), for reimbursement. ○ Upload supporting documentation as proof of interconnection paperwork submission and related fee payments. • Enter Task 2 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.		
Project Updates:		
• Provide a thorough update on project progress including: ○ Setbacks ○ Timeline updates ○ Anticipated completion ○ System promotion planning		

Task Description	Deadline
○ Any other relevant updates	
3 System Installation 3.1 All components of the System have been fully installed. 3.2 System has been inspected and approved by Grantee Local Authority Having Jurisdiction. 3.3 A proof of witness test for the System has been completed by the Grantee electric utility. 3.4 At the time of any System level work order execution, Grantee's Developer returned any damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty. Deliverable(s): <i>(all documentation will be furnished)</i> • Submit any invoice(s) or receipt of payment(s) for reimbursement. ○ Upload supporting documentation of proof of interconnection. • Upload a <i>Statement of Compliance</i> form. • Upload a signed inspection form and proof of witness test. • Collect and maintain prevailing wage reports, as required, Minn Stat. <u>177.27</u>, <u>177.30</u>. • Enter Task 3 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	End of month 18
Project Updates: • Provide a thorough update on project progress including: ○ Press releases ○ Stories/case studies ○ Webpage development ○ Social media ○ Other in-person promotional events	
4 Promotion Media Kit Acknowledgement When a local government building goes solar, it's an opportunity for the entire community to learn about the benefits and partnership with the Department. To help Grantees with promoting the work under this grant, the Department will provide an online Media Kit, and will be available on the Solar on Public Buildings webpage. It will include: • Press release template • Article template (for website or newsletter) • Social media handles, example language, and graphics • Customizable poster • Customizable event flyer 4.1 For any public communications about the solar project, on websites, newsletters, news media, social media, etc., the Grantee will recognize funding from the Minnesota Department of Commerce Solar on Public Buildings Program. Upload an example of such public communication. 4.2 For any public events about the solar project, Grantee will extend an invitation to the Minnesota Department of Commerce by sending event details and an invitation to the State's Authorized Representative. 4.3 Once the System is installed and operational, the Grantee will provide 1+ photo to the State of the System. Grantee is responsible for photo consent forms. 4.4 Grantee is encouraged to use the media kit and promotional templates provided by the Minnesota Department of Commerce. Upload a sample of public publicity such as a poster or event flyer.	End of month 18

Task Description	Deadline
Deliverable(s): • Acknowledge review of Media Kit materials. • Any final invoice(s) or receipt of payment(s), including supporting documentation, have been submitted for reimbursement. • Enter Task 4 update in Solar on Public Building Status Report form, submit Status Report form to Commerce.	
Promotion Plan Updates: • The local unit of government is required to publicly acknowledge the Solar on Public Buildings grant award from the Minnesota Department of Commerce. Provide an update on project promotional plan, including the timeline. This may include, but is not limited to: ○ Public presentation(s) at Council or Board meetings, at conferences, community events ○ Press releases ○ Stories/case studies ○ Webpage development ○ Ribbon cutting ○ Other in-person promotional events	
5 Reporting and Invoicing	Ongoing
5.1 The Grantee must inform the State's Authorized Representative, as often as necessary, to discuss issues requiring immediate attention, such as schedule deviations, scope of work modifications, concerns related to the project's progress, budget issues or questions, and any other topic that might require a dialogue regarding the best way to proceed. 5.2 The Grantee will provide the State's Authorized Representative with any additional information requested throughout the project pertaining to project status upon request. 5.3 The Grantee will submit invoices for reimbursement at least as often as requested in Tasks 1-4 above and as often as monthly. 5.4 The Grantee will submit documentation of federal tax credits (including any bonus credits) received for the project.	
6. System Component Reporting and End of Life Recycling	Ongoing
6.1 <u>System Level Work Order Execution:</u> At the time of any System level work order execution, Grantee's Developer shall be responsible for returning damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty. 6.2 <u>Operations and Maintenance (O&M):</u> While engaged in an O&M contract, Grantee's Developer shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.3 <u>System Components Under Warranty:</u> Grantee's Developer shall be responsible for tracking System equipment under warranty that cease to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.4 <u>Third Party Ownership:</u> While engaged in a power purchase agreement (or third-party ownership model) contract, the Grantee's contractor shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6. below. 6.5 <u>End of Life Decommissioning and Recycling:</u> At the time of decommissioning or System removal, the Grantee shall be responsible for the recycling any modules or inverters provided under this contract and reporting this information in accordance with Subtask 6.6	

Task Description	Deadline
below. 6.6 <u>Tracking and Reporting</u>: All tracking and recycling of System Equipment that ceases to function as intended (for any reason) shall include counts of modules and inverter types and be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). A recycling and reporting form will be available on the Department's webpage and provided upon contract execution. Deliverable(s): • Throughout the System's lifetime, a copy of the previous year's recycling and reporting form (which must be submitted to MPCA annually by March 31st for the previous year) is also submitted to the Department by uploading an <i>Annual Check-In</i> form. • Throughout the System's lifetime, the Grantee will upload an <i>Annual Check-In</i> form is uploaded annually beginning 12 months after System commissioning.	

Grantee Detailed System Budget

Project: SPB24-075; Stoney Point Well House, City of La Crescent

Budget: The tables below represent the detailed budget by Grantee System installation expenses and Grantee System installation funding sources. Categories have been pre-populated via budget values provided via the Grant Application. Eligible expenses include only those costs incurred by the Grantee towards *purchase* and *installation* of the System.

Note: The payment schedule must match the schedule between the Grantee and Developer per the contract with the Developer.

PAYMENT SCHEDULE	Item (Expense)	Details	Total Cost
Payment to Developer	Upon Contract Signing	10%	\$7,700.00
Payment to Developer	When Install Begins	60%	\$46,200.00
Payment to Developer	Upon Commissioning	30%	\$23,100.00
TOTAL GRANTEE SYSTEM INSTALLATION EXPENSES			\$77,000.00

FUNDING SOURCES:	Item	Details	Total Cost
MN Department of Commerce	Solar on Public Buildings	Grant	\$46,200.00
City of La Crescent will provide until they get compensated from IRS	ITC	30%	\$23,100.00
City of La Crescent	Operating Budget	20%	\$7,700.00
TOTAL GRANTEE SYSTEM INSTALLATION FUNDING SOURCES			\$77,000.00

3.6



MEMORANDUM

TO: Mayor, City Council
FROM: Larry Kirch, Community Development Director
DATE: October 13, 2025
SUBJECT: Fair Housing Discussion

A handwritten signature in black ink, appearing to be "LK", is written over the name "Larry Kirch" in the "FROM:" line.

As part of the city's obligation for receiving Federal Community Development Block Grant funds under the State of Minnesota Department of Employment and Economic Development, for streetscaping of Walnut Street, the city is required to actively promote Fair Housing.

Over the course of the grant, the city must annually conduct a Fair Housing activity. Last year, the city placed Fair Housing posters in city hall and at the library. For 2025, we are asking the council to have a discussion about fair housing during the council meeting. For 2026, the city will produce and distribute a brochure on Fair Housing. This requirement may run through the 2027 Federal Fiscal Year when the Walnut Street Project is fully closed out.

Discussion Points: See the attached National Fair Housing Training Academy Planning Guide.

6. Fair Housing Report

Grantee Name
(from grant agreement)

City of La Crescent

REFER TO YOUR FAIR HOUSING PLAN. One different activity must be performed each year that the grant is open. Activities must be performed even if housing is not a grant activity, per HUD requirements. Enter date on corresponding line of activity completed for each report year. There should be a minimal of **three** activities (if no extension was granted) by grant end on this report. Have all years' activities to date on this report.

Fair Housing Activity Option

Date Completed
(month/day/year)

Issue a press release stating that people with questions about fair housing can contact the grant administrator

✓ Display a fair housing poster at city hall/county office running the program. (Must be ongoing until grant closeout)

09/27/24

Conduct a fair housing awareness event

✓ Place a fair housing discussion on the agenda of a council or board meeting

10/13/25

Broadcast a fair housing public service announcement. (contact your SCDP Rep for a fair housing video)

Incorporating the fair housing logo on community letterhead or application forms for rehabilitation applications

Publicly advertise the city/county as a "Fair Housing City/County"

Work with area schools to have kids participate in a fair housing poster contest

Make fair housing brochures available at city hall or area banks

OTHER (Explain below):

Was one unique activity completed for this reporting year and is it indicated above?

Yes

If no, please complete prior to submitting report or contact your SCDP Representative to discuss compliance options.



**National
Fair Housing**
TRAINING ACADEMY

Building Inclusive Communities:

A Planning Guide for Fair
Housing Organizations

July 2024

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DISCLAIMER

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I. Introduction

Purpose of the Guide

The purpose of this guide is to equip fair housing organizations (FHOs)¹ with the knowledge and skills to become proactive and influential participants in the fair housing planning process. It empowers FHOs to:



Engage in the Fair Housing Planning Process: Equip HUD program participants and the public with the key steps involved in fair housing planning, including community engagement, data analysis, identifying fair housing issues, setting priorities for action, and developing fair housing goals to overcome the identified fair housing issues.



Identify Opportunities for Advocacy: Highlight opportunities for FHOs' participation in planning meetings, public hearings, and community engagement initiatives, including supporting regional collaborations in fair housing planning, collaboration between entitlement jurisdictions and public housing agencies (PHAs), and collaborations between various entitlement jurisdictions. This guide will also help tenant councils, community organizations, and residents understand the fair housing planning process and how it impacts their communities.



Develop Effective Strategies: Provide best practices for strategic messaging, building stakeholder coalitions, and engaging communities to support development and implementation of fair housing goals, including linking fair housing plans to consolidated and PHA plans, as well as plans required under other federal programs.



Leverage Data and Research: Equip FHOs with resources to analyze data and research to build a compelling case for fair housing initiatives and support HUD program participants in data-informed fair housing planning and implementation.



Hold Decision-Makers Accountable: Outline strategies to hold HUD program participants undertaking fair housing planning accountable for substantive fair housing planning and taking meaningful actions to achieve fair housing goals.

Ultimately, this guide empowers FHOs to achieve their mission of creating inclusive and equitable communities with access to opportunity for all. By taking an active role in the fair housing planning process, FHOs can ensure that fair housing principles are embedded into housing and community development planning, leading to a more just and vibrant future for all communities.

¹ Fair housing organizations (FHOs) include 1) fair housing organizations and other nonprofits that receive funding through HUD's Fair Housing Initiatives Program (FHIP) to assist people who believe they have been victims of housing discrimination and 2) state and local governments that receive funding through HUD's Fair Housing Assistance Program (FHAP) to enforce their own statutes and ordinances that are substantially equivalent to the Fair Housing Act. For the purposes of this guide, FHOs include FHIPs and FHAPs.

I. Introduction

Unique Position of Fair Housing Organizations in Fair Housing Planning

FHOs hold a unique position in fair housing planning because they combine several key strengths:

Community Expertise: FHOs are deeply rooted in the communities they serve and possess a firsthand understanding of the lived experiences of residents within a community. In many instances, FHOs are positioned to know which residents, particularly those with protected characteristics, are disproportionately facing housing discrimination, barriers to accessing opportunity, or other fair housing issues. This on-the-ground knowledge is crucial for identifying local fair housing issues and creating effective solutions.

Advocacy Powerhouse: FHOs are champions of fair housing with a proven track record of advocacy. They possess the skills, relationships, and experience to mobilize communities, raise awareness, and push for fair housing policies within the fair housing and community development planning processes.

Data Champions: FHOs are adept at collecting and analyzing data on housing patterns, discrimination incidents, and demographic trends. These data are essential in the fair housing planning process to identify fair housing issues and support strategies to affirmatively further fair housing.

Bridge Builders: FHOs can act as a bridge between residents, policymakers, and other stakeholders in the fair housing planning process by facilitating communication and fostering collaboration to ensure that community voices are heard in the decision-making process.

Independent Voice: FHOs offer an independent perspective focused solely on achieving fair housing outcomes, which is crucial for holding stakeholders accountable to fair housing principles.

Grassroots Communicator: The fair housing world has its share of jargon and technical terms that the public at large might not understand. For example, "affirmatively furthering fair housing," or "AFFH," is a term that is used a lot within the fair housing community; however, to the public at large, it may be just a meaningless mouthful. FHOs have the knowledge and experience to break down and explain important fair housing concepts in plain language that the public can understand. In addition, FHOs have the skills to identify and categorize broader and recurring themes from community feedback into discrete fair housing issues, such as the lack of affordable housing, landlord/tenant complaints, and zoning and land use policies.

In essence, FHOs combine community knowledge, advocacy expertise, data analysis skills, and a commitment to resident empowerment. This unique combination makes them invaluable partners in the fair housing planning process.

II. Understanding Affirmatively Furthering Fair Housing (AFFH) and Fair Housing Planning

This section dives into the process of fair housing planning and the Affirmatively Furthering Fair Housing (AFFH) mandate, a powerful tool to dismantle housing segregation, create inclusive communities, and expand opportunity for all.

What is AFFH and Fair Housing Planning?

AFFH is a key provision of civil rights legislation known as the Fair Housing Act, which passed with bipartisan support and was signed into law by President Lyndon B. Johnson in 1968. The Fair Housing Act aims to: 1) eliminate housing discrimination and 2) create diverse, inclusive, and thriving communities. The law requires all entities receiving federal funds for a housing or community development purpose to administer those funds — as well as all their other housing and community development activities — in a manner that affirmatively furthers fair housing and ensures the equitable and non-discriminatory distribution of critical community resources. This includes cities, counties, states, and insular areas that receive funding under the Community Development Block Grant (CDBG), HOME Investment Partnerships, Housing for People with AIDS, and Emergency Solutions Grant programs, as well as PHAs that own and manage public housing units and administer Housing Choice Vouchers (HCV) and other assisted housing programs. HUD refers to these entities as “program participants.”

HUD has defined AFFH as “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns

with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing law. The duty to affirmatively further fair housing extends to all [HUD] program participants’ activities and programs relating to housing and urban development.”²

Fair housing planning is a key step for program participants to determine how they can best affirmatively further fair housing. That means taking a hard look at the fair housing issues in their geographic areas, establishing meaningful goals to overcome those issues, and then setting out concrete strategies — along with any necessary funding — to make those goals a reality. To help fulfill their AFFH obligations, program participants are encouraged to undertake fair housing planning and implement their plans to achieve a material positive change.

For decades, HUD had required recipients of federal financial assistance such as states, local governments, insular areas, and PHAs (i.e., HUD program participants) to engage in fair housing planning. For example, in the 1990s, HUD provided guidance on fair housing planning in the form of the Analysis of Impediments to Fair Housing Choice, and in 2015, in response to a Government Accountability Office report, HUD undertook rulemaking to require program participants to conduct an Assessment of Fair Housing (AFH).³

² Affirmatively Furthering Fair Housing, 88 Fed. Reg. 8529, 8557 (proposed Feb. 9, 2023) (to be codified 24 C.F.R. § 5.170).

³ See Government Accountability Office Report, Housing and Community Grants: HUD Need to Enhance Its Requirements and Oversight of Jurisdictions’ Fair Housing Plans, (Sept. 14, 2010), available at <https://www.gao.gov/products/gao-10-905>.

II. Understanding Affirmatively Furthering Fair Housing (AFFH) and Fair Housing Planning

What is AFFH and Fair Housing Planning?

Fair housing planning is community planning consistent with the duty to affirmatively further fair housing. It calls for program participants to analyze historic barriers to equal opportunity (the fair housing landscape) in their jurisdiction or service area and set goals to overcome those barriers and ensure fair housing choice for individuals with protected characteristics, including race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability, within a community. Fair housing planning creates a roadmap by which to eliminate segregation and promote integration, overcome disparities in access to opportunity, maintain compliance with fair housing and civil rights requirements, and address other barriers to fair housing choice based on characteristics protected by the Fair Housing Act.

HUD and the federal government continue to work toward achieving the integrated and more balanced living patterns envisioned by the Fair Housing Act in 1968. In 2021, the White House issued a Memorandum to the Secretary of Housing and Urban Development, which declared that the affirmatively furthering fair housing provision in the Fair Housing Act "...is not only a mandate to refrain from discrimination but a mandate to take actions that undo historic patterns of segregation and other types of discrimination and that afford access to long-denied opportunities." The White House, in 2021, also issued a number of executive orders that reaffirmed HUD's responsibility for implementing the AFFH mandate, including [Executive Order 13895, "Advancing Racial Equity for Underserved Communities Through the Federal Government."](#)



Fair housing planning is a key step for program participants to determine how they can best affirmatively further fair housing."



II. Understanding Affirmatively Furthering Fair Housing (AFFH) and Fair Housing Planning

How to Communicate the Need for AFFH

Despite the passage of the Fair Housing Act, policies of government officials and private actors continue to perpetuate residential segregation and its attendant costs. By sharing the history and present-day impacts of segregation, FHOs can help others appreciate the urgency of taking meaningful action to fulfill the Fair Housing Act's AFFH mandate and the resulting benefits for everyone.

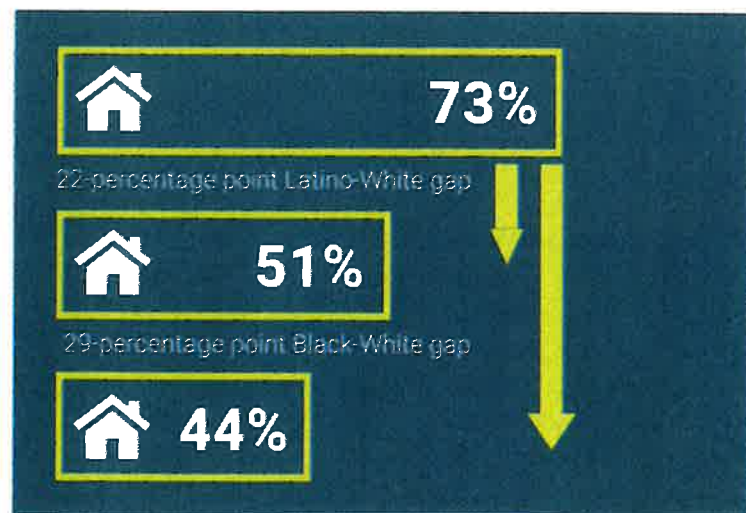
For example, in the 1960s and 1970s, the federal government funded transportation projects in which cities often used eminent domain to condemn and raze housing, businesses, and churches and displace residents of Black communities.

The systemic and pervasive residential segregation that was historically sanctioned (and even worsened) by federal, state, and local law — segregation that the Fair Housing Act was meant to remedy — has persisted to this day. In countless communities throughout the United States, people of different races and ethnicities remain segregated in different neighborhoods, often due to past government policies and decisions and current failure to take action to address these fair housing issues.

In 1960, before housing discrimination was outlawed by the Fair Housing Act, there was a 27-percentage-point gap between Black homeownership (38 percent) and White homeownership (65 percent).⁴ In 2021, the Black/White racial homeownership gap was even wider at 29 percentage points, representing a significant barrier to wealth-building for households of color. Because homeownership generates intergenerational wealth, the racial homeownership gap has exacerbated the racial

wealth gap. In 2022, the median wealth was \$285,000 for White households, \$61,600 for Latino households (20 percent of the wealth held by White households), and \$44,900 for Black households (15 percent of the wealth held by White households).⁵

Segregation is extremely costly to the U.S. economy and regional markets. The wealth gap between White and Black persons is projected to cost the U.S. economy between \$1 trillion and \$1.5 trillion in lost consumption and investment between 2019 and 2028. This translates to a projected gross domestic product (GDP) penalty of 4 percent to 6 percent in 2028.⁶ Corroborating analysis suggests that if four key racial gaps for Black residents — wages, education, housing, and investment — had been closed 20 years ago, \$16 trillion could have been added to the U.S. economy. If the gaps are closed today, \$5 trillion can be added to U.S. GDP over the next five years.^{7,8}



⁴ Reducing the Racial Homeownership Gap, Urban Institute, [link](#).

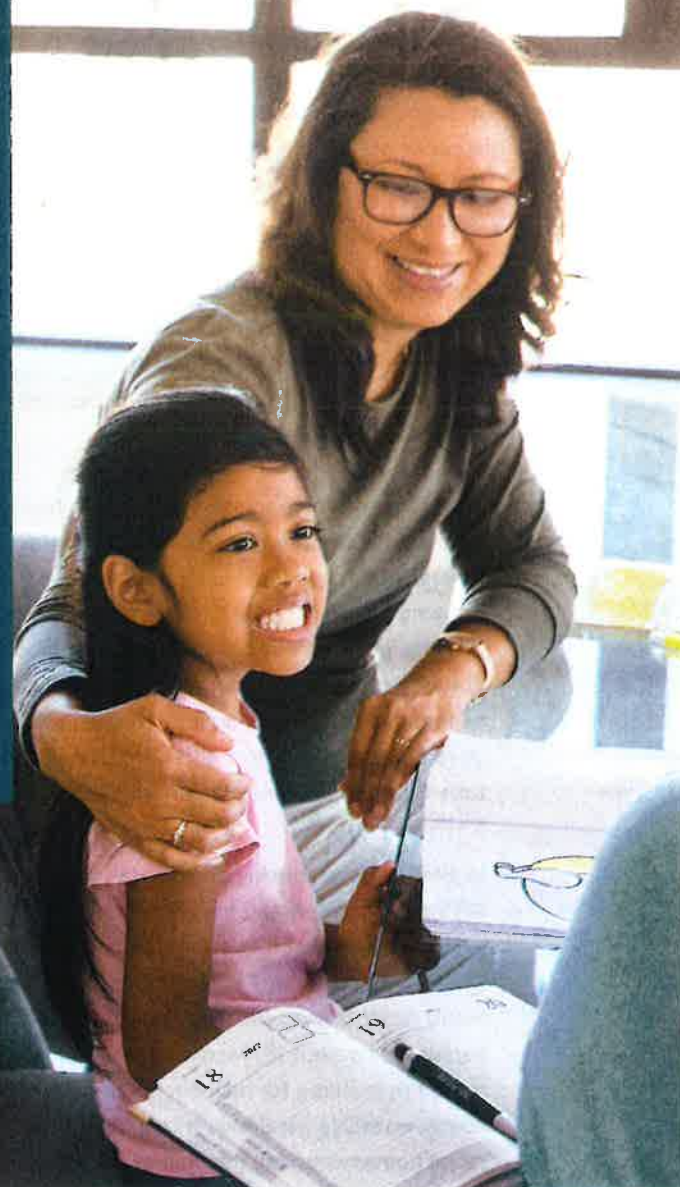
⁵ Aditya Aladangady, Andrew C. Chang, and Jacob Krimmel, Greater Uncertainty: Changes in Racial Inequality in the Survey of Consumer Finances, Board of Governors of the Federal Reserve System (Oct. 18, 2023), [link](#)

⁶ Nick Noel, Duwain Pinder, Shelly Stewart, and Jason Wright, The economic impact of closing the racial wealth gap, McKinsey & Company (Aug. 13, 2019), [link](#)
⁷ <https://www.citigroup.com/global/insights/citigips/closing-the-racial-inequality-gaps-20200922>

⁸ Research also demonstrates the cost of segregation at the regional level in cities like Cleveland and Chicago. See [link 1](#) [link 2](#)

How to Communicate the Need for AFFH

Every year, there are more than four million incidents of housing discrimination.⁹ Black renters continue to pay more than White renters for the same units, and more in application fees and security deposits. People who are Black or Latino are likelier to be house-cost-burdened (for both rental and homeownership), making it more difficult to manage other necessities, such as food and transportation, and dampening their impact on the economy. Less than 10 percent of Black renters can afford the price of a typically priced home.¹⁰ This limits Black renters' ability to build wealth and create financial stability for themselves and their families and subjects them to potential housing instability, as well, with all the physical, social, economic, and psychological stress that entails.



⁹ Lindsay Augustine, Nikitra Bailey, Sherrill Brown, Scott Chang, Lisa Rice, and Morgan Williams, 2023 Fair Housing Trends Report: Advancing a Blueprint for Equity, National Fair Housing Alliance, August 2023, available at <https://nationalfairhousing.org/wp-content/uploads/2023/08/2023-Trends-Report-Final.pdf>.

¹⁰ More Americans Own Their Homes, but Black-White Homeownership Rate Gap is Biggest in a Decade, NAR Report Finds, <https://www.nar.realtor/newsroom/more-americans-own-their-homes-but-black-white-homeownership-rate-gap-is-biggest-in-a-decade-nar>.

II. Understanding Affirmatively Furthering Fair Housing (AFFH) and Fair Housing Planning

Importance of AFFH and Creating Inclusive Communities

AFFH helps create a society in which everyone can live in a neighborhood with ample affordable and accessible housing options, fresh air, clean water, good public transportation, living-wage jobs, quality healthcare, healthy food, and affordable credit. Research is clear that where children live and grow up is inextricably linked to their level of educational attainment, their relationship with policing and the criminal justice system, what jobs they can obtain as adults, how much wealth their family can attain, whether or not they will someday purchase their own home, whether or not they

will face chronic health conditions or other lifelong obstacles, and ultimately the opportunities they will be able to provide for their children and grandchildren.¹¹

Where a person lives impacts how their life unfolds. Fair housing planning can help ensure that all people – regardless of race, color, religion, national origin, sex (including sexual orientation and gender identity), family status, or disability – have a range of choices about where to live and that all neighborhoods are good places to live, regardless of who lives in the community.

Why is AFFH Good for Communities?

- ▶ **Builds the society we need**
- ▶ **Provides a tool for expanding opportunity and combating inequality**
- ▶ **Ensures no communities are left behind**
- ▶ **Promotes productivity and strengthens our economy**
- ▶ **Holds recipients of federal funding accountable for maintaining the public trust**

¹¹ Raj Chetty, Nathaniel Hendred, Lawrence Katz, The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment, Opportunity Insights (May 2015), [The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment](https://www.opportunityinsights.org/working-papers/2015/05/the-effects-of-exposure-to-better-neighborhoods-on-children-new-evidence-from-the-moving-to-opportunity-experiment/) | Opportunity Insights ([rajchetty.com](https://www.opportunityinsights.org/working-papers/2015/05/the-effects-of-exposure-to-better-neighborhoods-on-children-new-evidence-from-the-moving-to-opportunity-experiment/))

II. Understanding Affirmatively Furthering Fair Housing (AFFH) and Fair Housing Planning

Legal Framework: Fair Housing Act and Related Rules

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of housing and in other housing-related transactions based on race, color, religion, sex¹², familial status¹³, national origin, or disability¹⁴.

Two provisions of the Fair Housing Act set forth the duty of HUD and other federal agencies to affirmatively further fair housing. First, the Fair Housing Act requires that HUD administer “the programs and activities relating to housing and urban development in a manner affirmatively to further the policies of the Act.”¹⁵ Second, the Fair Housing Act mandates that “[a]ll executive departments and agencies shall administer their programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) in a manner affirmatively to further the purposes of [the Fair Housing Act].”¹⁶

Presidents have issued executive orders that have reaffirmed the purpose and broad scope of the affirmatively further fair housing provision. For example, in 1994, President Bill Clinton issued Executive Order 12982 “Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,” which broadly describes the coverage of the AFFH provision as all “programs and activities operated,

administered or undertaken by the Federal government; grants; loans; contracts; insurance; guarantees; and Federal supervision or exercise of regulatory responsibility (including regulatory or supervisory authority over financial institutions).”¹⁷

Likewise, courts have recognized repeatedly the extensive scope of the AFFH provision. “Every court that has considered the question” has held or stated that the affirmatively furthering fair housing provision imposes upon HUD and other federal agencies “an obligation to do more than simply refrain from discriminating (and from purposely aiding discrimination by others).”¹⁸ Instead, the AFFH obligation means that “[a]ction must be taken to fulfill, as much as possible, the goal of open, integrated residential housing patterns and to prevent the increase of segregation...of racial groups whose lack of opportunities the Act was designed to combat.”¹⁹

In 2015, the U.S. Supreme Court reaffirmed one purpose of the Fair Housing Act when it explained that “much progress remains to be made in our Nation’s continuing struggle against racial isolation.... The Court acknowledges the Fair Housing Act’s continuing role in moving the nation toward a more integrated society.”²⁰

¹² HUD interprets the term “sex” to include gender identity, sexual orientation, and nonconformance with gender stereotypes. See Damon Y. Smith, Memorandum – Application to the Fair Housing Act of the Supreme Court’s decision in *Bostock v. Clayton County, GA* (Feb. 9, 2021), available at <https://www.hud.gov/sites/dfiles/ENF/documents/Bostock%20Legal%20Memorandum%2002-09-2021.pdf>

¹³ “Familial status” is defined as one or more children who are under the age of 18 years being domiciled with a parent or guardian, the seeking of legal custody, or pregnancy. 42 U.S.C. § 3602(k).

¹⁴ The FHA was amended in 1988 to include people with “handicaps” as a protected class. “Disability” is more commonly used and accepted today.

¹⁵ 42 U.S.C. § 3608(e)(5). ¹⁶ 42 U.S.C. § 3608(d). ¹⁷ Exec. Order No. 12892, § 1-102.

¹⁸ *NAACP v. Sec’y of HUD*, 817 F.2d 149, 155 (1st Cir. 1987).

¹⁹ *Otero v. N.Y.C. Hous. Auth.*, 484 F.2d 1122, 1134 (2d Cir. 1973); see *Shannon v. United States Dep’t of Hous. & Urban Dev.*, 436 F.2d 809, 820 (3d Cir. 1970)

²⁰ *Texas Dept. of Housing and Community Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015).

III. Key Components of Fair Housing Planning

This section outlines key components of the process for fair housing planning. It provides essential background and context for FHOs to consider when determining their potential role(s) in this process.



Timing

As a best practice, fair housing plans should be done in advance of other plans that HUD requires for other programs it administers: namely, the Consolidated Plan and PHA Plan. This timing ensures that the fair housing plan serves as a roadmap for the program participant to follow to make certain that it is affirmatively furthering fair housing in its housing and community development activities. The fair housing plan should identify key barriers to fair housing, set priorities as to which barriers will be tackled in the upcoming three- to five-year planning cycle, describe the strategies that will be used to address those priority barriers, set specific fair housing goals, and identify necessary resources for these efforts. Fair housing plans can help inform and shape the subsequent plans.

Program participants should conduct fair housing planning at least once every five years, consistent with their Consolidated Plan or PHA Plan cycles.

Community Engagement

Robust community engagement is an essential part of fair housing planning. Members of the community are in a unique position to provide perspectives on the impact of the fair housing issues facing the community. Their knowledge and lived experiences are important inputs into the fair housing plan, and program participants should take proactive steps to engage community members in the fair housing planning process. It is also important to make specialized efforts to ensure that communities that have been traditionally underserved and those with protected characteristics are included in the fair housing planning process as well. Entitlement jurisdictions, PHAs and any other HUD program participants, as applicable, should use the information gained through community engagement to set meaningful fair housing goals that can be expected to result in material positive change.

In other words, the goal of community engagement is to ensure that all community stakeholders have a seat at the table in the fair housing planning process, that the voices of those facing the greatest barriers to fair housing are heard and that their experiences and recommendations are factored into the fair housing plan. Stakeholders should play a role in identifying fair housing issues and setting fair housing goals to effectively achieve material positive change as set forth in the AFFH mandate.

III. Key Components of Fair Housing Planning

The community engagement process should involve a two-way flow of information between the decision-makers and community stakeholders. In addition to gathering information from stakeholders to identify barriers to fair housing, program participants should include stakeholders and elicit their feedback during subsequent stages of planning and goal-setting.

Key stakeholders include but are not limited to members of protected classes and organizations that represent them, as well as organizations involved in fair housing enforcement. Representatives of organizations that provide services to members of protected classes, underserved communities, and the community, in general, can also provide useful input, including those advocating for or engaged in affordable housing, community, and economic development, education, transportation, environmental justice, and health, along with religious, civic, and other organizations.

To make sure that community stakeholders have the necessary information about the fair housing planning process and the opportunities for stakeholder input, program participants should use communication methods designed to reach the broadest possible audience. They should make efforts to reach members of protected classes and underserved communities, and all aspects of their community engagement efforts must comply with relevant fair housing civil rights requirements. This means information must be provided in appropriate languages for people in the community who have limited English proficiency, and in formats accessible to people with disabilities.²¹

The meetings should be held in locations that are convenient to the public, physically accessible to people with disabilities, and should be held at various times of day to ensure that members of protected classes can provide input. Further, it is recommended that at least one meeting be held in an area with a disproportionate number of underserved residents.

While the fair housing plan is in effect, it is also helpful to engage the community periodically to get feedback about the effectiveness of the efforts to implement the goals of the plan, whether or not any adjustments to those goals are needed, and whether or not there has been any change in circumstances that would merit revisions to the plan, including the addition of new goals.

A summary of the program participant's community engagement activities and a description of how it addressed the comments received should be included in the fair housing plan. As a best practice, program participants should attach all surveys administered, written comments received, and transcripts or audio or video recordings of hearings held during the plan development stages.

²¹ See 29 U.S.C. §794, 42 U.S.C. §1437c-1(b), and 24 CFR Part 91- Consolidated Plan Revisions and Updates; Final Rule.

III. Key Components of Fair Housing Planning

Fair Housing Plan Contents

Program participants are strongly encouraged to conduct fair housing planning to identify fair housing issues and to develop fair housing goals and strategies that ultimately lead to material positive change. These fair housing goals should be designed and expected to overcome the identified fair housing issues and to advance equity based on protected characteristics in their geographic areas for their programs, services, and activities.

To identify fair housing issues in a community, it may be helpful to consider the following areas of analysis:

1. Segregation and integration
2. Racially and ethnically concentrated areas of poverty
3. Disparities in access to opportunity, including opportunities related to education, employment, transportation, low-poverty neighborhoods, and environmentally healthy neighborhoods
4. Inequitable access to affordable housing and homeownership opportunities
5. Laws, ordinances, policies, practices, and procedures that impede the provision of affordable housing in well-resourced areas of opportunity, including housing for people with disabilities
6. Inequitable distribution of local resources, which may include municipal services, community-based supportive services, and investments in infrastructure
7. Discrimination or violations of civil rights laws or rules related to housing or access to community assets based on race or other protected characteristics

Fair housing planning involves an analysis of a program participant's programs, policies, practices, and procedures, as well as patterns in the private sector, to assess their impact on fair housing choice. This typically involves:

- ▶ A comprehensive review of a program participant's laws; regulations; and administrative policies, procedures, and/or practices.
- ▶ An assessment of how those laws; regulations; and administrative policies, procedures, and/or practices affect patterns of segregation and disparities in access to opportunity. For example, how do zoning and land use or siting decisions affect the location, availability, and accessibility of affordable housing?
- ▶ An assessment of conditions, both public and private, affecting fair housing choice for all protected classes.
- ▶ Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choices.

² Affirmatively Furthering Fair Housing, 88 Fed. Reg. 8529, 8557 (proposed Feb. 9, 2023) (to be codified 24 C.F.R. § 5.170).

³ See Government Accountability Office Report, Housing and Community Grants: HUD Need to Enhance Its Requirements and Oversight of Jurisdictions' Fair Housing Plans, (Sept. 14, 2010), available at <https://www.gao.gov/products/gao-10-905>.

III. Key Components of Fair Housing Planning

Fair Housing Goals

As part of their mandate to affirmatively further fair housing, program participants must take meaningful action, which can be achieved by setting goals that address the fair housing issues identified through the fair housing plan. Fair housing goals may be short-term or long-term but must be designed to overcome identified fair housing issues. Goals should be drafted so they can be reasonably expected to result in material positive change and be consistent with a balanced approach. Fair housing goals must not result in policies or practices that discriminate in violation of the Fair Housing Act or other federal civil rights laws.

Program participants may not have authority or influence over all fair housing issues within their communities, and they should take their spheres of authority into account in setting goals. At the same time, as a best practice, program participants should work with other entities that have the necessary control to achieve fair housing outcomes.

Public Comments and Publication of the Fair Housing Plan

Program participants should hold public hearings and a public comment period to elicit feedback on their draft fair housing plan to make sure that a fair housing plan adequately addresses fair housing issues that exist within a community. Once the fair housing plan is finalized, it is a best practice for program participants to provide progress updates on their official websites.

TIP ON FAIR HOUSING PLAN GOALS:

The goals should not require residents of racially or ethnically concentrated areas of poverty to move away from the neighborhoods of their choice. Notably, effective fair housing planning includes robust community development as well as mobility.

Submitting the Fair Housing Plan to HUD

Program participants are encouraged to submit the final plan to HUD for review and feedback. HUD's guidance can be helpful to ensure that a program participant's goals reflect the fair housing issues identified in the fair housing plan.

III. Key Components of Fair Housing Planning

Connecting the Fair Housing Plan to Other Plans

Program participants should include strategies and meaningful actions to achieve the fair housing goals set in their fair housing plans in their Consolidated Plans, Annual Action Plans, and PHA Plans, as these other plans will address many of the strategies and resources needed to implement their fair housing goals. In addition, it is recommended that in their fair housing plans, program participants identify, by program year, the amount of HUD or other funding they expect to allocate to implement each fair housing goal (if funding is necessary).

As part of their subsequent plans, program participants also must certify to HUD that they will take meaningful actions to implement the goals of their fair housing plans and will take no actions materially inconsistent with their AFFH obligations. Meaningful actions mean significant actions that are designed and can be reasonably expected to achieve a material positive change that affirmatively furthers fair housing by, for example, increasing fair housing choice or decreasing disparities in access to opportunity.

TIP ON FAIR HOUSING PLAN GOALS:

By incorporating fair housing goals, strategies, and actions into subsequent planning documents, program participants will be better positioned to build equity and fairness into their decision-making processes for the use of resources and other investments, live up to the commitments they have made in fair housing plans, and ultimately fulfill their obligations to affirmatively further fair housing.

III. Key Components of Fair Housing Planning

Touch Points for Fair Housing Organizations in the Fair Housing Planning Process

Below are some of the points in the fair housing planning process where, depending on their resources and capacity, FHOs can play an important part to ensure development of a plan that includes meaningful actions to affirmatively further fair housing.

Pre-Planning Touch Points

Set the tone for the fair housing planning process with the community on why a person's zip code should not determine their life outcomes. Conduct outreach to explain AFFH and the planning process; share data and initial findings; and encourage community members to share insights, information, and input.

Advocate for robust community engagement. Where we live is more than just an address. Encourage best practices in community engagement, including effective techniques for including diverse stakeholders, publishing the draft fair housing plan for comment, seeking feedback from the public, and revising the plan as needed based on public comment.

Encourage collaboration. Leverage your relationships with program participants to encourage collaboration in fair housing planning, as appropriate. Fair housing issues may involve multiple program participants, and a collaborative approach may be the most effective way to identify and address them.

Plan Drafting Touch Points

Leverage Your fair housing expertise. Gather and analyze information from your complaints, testing, outreach activities and other research, as well as from HUD and other sources. Based on analysis and community input, help identify key fair housing issues.

Advocate for meaningful action. Propose goals to address the fair housing issues identified, including timelines, metrics, funding amounts & sources, if needed. Identify and propose strategies to achieve those goals so that everyone can live in a well-resourced community.

Advocate for expert input. Encourage program participants to seek input into their fair housing plans from FHIPs, FHAPs, groups representing protected classes and other subject matter experts and to submit their draft plans to HUD for review and feedback.

Implementation Touch Points

Evaluate the fair housing plan and actions taken to affirmatively further fair housing. At end of the plan period, assess progress made and provide feedback to program participants. Encourage program participants to incorporate findings into subsequent fair housing plans.

Monitor implementation. Review Consolidated Plans, Annual Action Plans and PHA Plans and advocate for fair housing goals and strategies to be incorporated to ensure meaningful actions are taken toward a flourishing, inclusive community. Do the same for plans dealing with related issues such as transportation, the environment, jobs, education, health, and the like. Monitor implementation and annual progress made and advocate for changes to goals, if needed.

IV. Roles for Fair Housing Organizations

FHOs can play a variety of roles in the fair housing planning process. For example, they can use their expertise to enhance HUD program participants' engagement in meeting their AFFH obligations. FHOs can leverage their own capacity and connections, as well as other pre-existing relationships to aid program participants' own community engagement activities, helping ensure that diverse perspectives inform both the planning process itself and monitoring of the plan's implementation. FHOs can also play a significant role in assisting with and even facilitating fair housing planning efforts. Additionally, FHOs are a critical source of data and other information relevant to fair housing planning as they often have additional fair housing or other data pertinent to informing a fair housing plan or may more fully understand how to analyze issues from a fair housing perspective. Because FHOs often have relationships with multiple neighboring/regional program participants, they are well-positioned to support regional collaboration, as well as collaboration between entitlement jurisdictions and PHAs.

Engaging Communities

By harnessing diverse perspectives and fostering inclusive participation of protected class groups, community engagement ensures equitable outcomes, accountability, and transparency in fair housing initiatives. FHOs can play a critical role in engaging a broad range of community stakeholders.

Robust community engagement is essential for any successful fair housing planning process. Community engagement is a solicitation of views and recommendations from members of the community and other interested parties, consideration of the views and recommendations received, and a process for incorporating such views and recommendations into planning processes, decisions, and outcomes. This section underscores the necessity, benefits, and best practices related to community engagement in the

1. Benefits of Strong Community Engagement

Robust and strategic community engagement ensures that the communities that could benefit most from a fair housing planning effort have a say in designing, building support for, and driving solutions outlined in the fair housing plan. When implemented well, strong community engagement ensures that a fair housing plan includes practical measures to foster equitable outcomes and more inclusive communities.

Program participants that have undertaken fair housing planning report that community engagement is an extremely effective and important part of identifying fair housing issues and figuring out how best to prioritize and address them. Community engagement that allows a variety of perspectives is crucial to ensure the success of any strategies or programs adopted in the fair housing plan.

Quantitative and qualitative data capturing local knowledge and the realities experienced by community residents are essential inputs to fair housing plan development. Because data are not available to identify or quantify every barrier to fair housing, the lived experiences of community stakeholders can be crucial for identifying barriers that may not be evident from the available data. Including these inputs from underserved communities and protected classes ensures that program participants have a more holistic understanding of fair housing barriers and the solutions that will most effectively overcome them.

Community engagement also increases accountability and transparency around the development and implementation of the fair housing planning process. Holding a diverse range of community engagement opportunities offers Fair Housing Initiatives Program (FHIP) organizations, Fair Housing Assistance Program (FHAP) organizations, housing advocates, and other members of the public the opportunity to elevate key fair housing issues that may be overlooked otherwise.

IV. Roles for Fair Housing Organizations

2. Best Practices When Engaging Communities

FHOs can play a key role in supporting the fair housing planning process. For example, FHOs often have specialized expertise and pre-existing relationships with community organizations and stakeholders and can leverage those by facilitating and even recruiting community members to participate in the community engagement process. FHOs should carefully consider with whom they engage and how best to approach that engagement.

Who Should Be Engaged in the Fair Housing Planning Process? For a fair housing plan to adequately address fair housing needs within a jurisdiction, it is important that a wide range of perspectives from the community is included during the development of the plan. Therefore, it is beneficial to include as many members of the community as possible, including underserved communities and members of protected classes, in the community engagement events and fair housing planning process.

While FHOs often have strong connections to groups representing all the protected classes in their areas, it can be helpful to research and identify existing organizations, collaboratives, coalitions, or networks that represent protected class groups in the jurisdiction, including:

- **Organizations representing people of a specific race or ethnicity.** These may include the local Urban League, NAACP chapters, and organizations that are affiliates of UnidosUS and National CAPACD.
- **Faith-based organizations.** Leaders of congregations at churches, mosques, synagogues, temples, and other places of worship are also great ways to connect with members of protected classes.

- **Family and child-focused organizations and institutions.** There are usually several organizations that provide services for or are working toward better outcomes for families with children, including education programs and social services. This could also mean connecting with principals or other educators.
- **Case managers and social workers.** Case managers and social workers working at public agencies or in the community through other institutions can offer helpful and holistic insights.
- **Organizations representing people with disabilities.** Centers for Independent Living and local chapters or affiliates of AARP, for example, can help engage and represent the interests of people with disabilities.
- **Local chapters of real estate groups.** Real estate agents who work primarily with protected classes are often members of local chapters of organizations like the National Association of Real Estate Brokers, the National Association of Hispanic Real Estate Professionals, the Asian Real Estate Association, and the LGBTQ+ Real Estate Alliance.
- **PHA staff, HCV holders, and public housing residents.** Whether the FHO is contributing to the AFFH process for a PHA or an entitlement jurisdiction, these groups may offer helpful perspectives on challenges with source of income, among other topics.

It is also essential to engage public agencies and private organizations involved in efforts to advance work in education, transportation, environmental justice, and climate change, as well as those leading economic and community development efforts. See the section below (“Decoding and Interpreting AFFH for Community Stakeholders”) to learn strategies to communicate with these groups to link their goals and priorities with fair housing objectives.

IV. Roles for Fair Housing Organizations

SIDEBAR

When the City of New Orleans and the Housing Authority of New Orleans were conducting their joint Assessment of Fair Housing (AFH) in 2016, an FHO in Louisiana played an active role in getting the community involved in the process. The FHO reached out to a wide range of its existing partners to request their participation. These partners worked on issues related to tenants' rights (including residents of publicly assisted housing), disability rights, workers' rights, environmental justice, transit equity, public health, the rights of formerly incarcerated people, immigrant communities (including people with limited English proficiency), affordable housing, and community development, among others. The FHO kicked off its efforts with a capacity-building session to help its partners understand the history of segregation and discrimination in New Orleans and its ongoing impact on local communities, the AFFH mandate and the fair housing planning process, and how participation in the AFH process would provide these groups with an opportunity to elevate their issues – all of which were related to where people live – in the city's and housing authority's decisions about how and where to target their resources. Recognizing the resource constraints of small organizations with small staffs and limited budgets, the FHO used a foundation grant to offer its partners small grants (\$2,500 each) to help make their participation in the fair housing planning process possible. All these groups weighed in on the draft AFH, resulting in input from a wider range of community stakeholders than ever before. Additionally, the FHO was at the table when the city and housing authority drafted their goals, ensuring that community voices were incorporated.

Effective Community Engagement Methods

Public meetings must be planned to be inclusive and purposeful. As a best practice, there should be several meetings held at multiple locations on different days at different times, taking care to include historically underserved communities and those with protected characteristics. The events should be held in places that are physically accessible, and there should be measures taken, such as using a sign language interpreter, closed captioning, or other services to ensure maximum participation for people with disabilities. Additionally, if there are areas where the population has a predominance or a high percentage of people with limited English proficiency, it can be beneficial to host a meeting in other predominant languages.

IV. Roles for Fair Housing Organizations

TIPS ON HOW TO HOLD INCLUSIVE COMMUNITY MEETINGS:

- ▶ Produce flyers, agendas, and other meeting materials in several commonly spoken languages and formats accessible to people with disabilities.
- ▶ To accommodate full-time workers' participation, meetings should be held at various times of day, including evenings and/or weekends.
- ▶ Secure translators and/or sign language interpreters for public meetings.
- ▶ When securing a space for any public events, ensure accessibility, both in terms of access for people with disabilities and proximity to transit.
- ▶ Employ hybrid or all-virtual options so that people with mobility challenges, people with disabilities, people who lack reliable transportation, and/or people with caregiving duties who may not be able to attend events in person have meaningful opportunities for input and engagement.
- ▶ Consider providing childcare at evening meetings and events.
- ▶ Consider offering meals or refreshments.
- ▶ Consider offering transportation to and from community meetings to connect to community hubs and/or places where underserved populations live.
- ▶ Consider offering incentives such as gift cards or other compensation for participation.
- ▶ Consider co-facilitating meetings with community leaders, including artists, poets, actors, and other creatives who can add an engaging element to the event.

SIDEBAR

Recognizing that people with busy lives may face barriers to participating in public meetings, some FHOs have found ways to make those meetings more appealing. They may organize transportation for those who need it, provide meals and childcare, include music, performances by poets or other entertainment, and offer small gift cards to community residents who attend. And of course, they make sure that the meetings are held outside of regular work hours at locations that are readily accessible.

IV. Roles for Fair Housing Organizations

In addition to public meetings, the following list offers effective ways to ensure meaningful participation:

- ▶ Hold one-on-one interviews with trusted community leaders and other stakeholders.
- ▶ Canvas neighborhoods where protected classes and other underserved communities work and live.
- ▶ Build relationships with local residents, including residents of underserved communities and residents from protected class groups, to conduct surveys and outreach.
- ▶ Hold facilitated focus groups with small groups of participants.
- ▶ Ask to be included on the agendas of existing community meetings on related topics and issues.
- ▶ Set up a booth or table at a community event, farmers' market, transit hub, or other formal or informal gathering spaces.
- ▶ Assemble community exhibits with visual information displays and opportunities to interact and contribute, engaging community artists if possible.
- ▶ Create a survey that can be used online or in print and can be circulated in community newsletters, online forums, during canvassing activities, and on social media.

As with public meetings, it is important to have virtual or hybrid options for these efforts to overcome any physical barriers to participation. To make sure that people with certain disabilities can participate, virtual or hybrid events must have Communication Access Realtime Translation services or closed captioning, as well as a sign language interpreter.

SIDEBAR

Some FHOs have found it particularly useful to conduct one-on-one interviews with community leaders and experts on specific issues. This provides an

opportunity to delve deeply into those subjects with people who have extensive knowledge and experience and gain insights into the ways those issues play out in their communities. They may also be able to identify cross-cutting themes and barriers faced by members of different protected classes. These interviews can yield substantive input that complements – and may not always result from – broader community engagement strategies.

Understand Existing Engagement. Before getting too far down the path of planning community engagement methods, it is helpful to converse with community leaders to get a sense of what has happened before this fair housing planning process and find out what if any pre-existing relationships between the program participant and other organizations can be leveraged for this planning process. In addition, it is important to discuss which methods of outreach have been successful in the past and which previous methods could be improved upon.

Questions to ask a program participant:

- ▶ Which other organizations have been asked to participate in this planning process?
- ▶ Which outreach methods have you used in developing previous fair housing plans?
- ▶ Which methods proved to be effective previously?
- ▶ Which methods were not particularly effective?
- ▶ Why do you think they were less effective than others?
- ▶ Which new engagement methods do you wish to use during this planning process?
- ▶ Are there certain populations that you feel existing outreach methods are still missing?

IV. Roles for Fair Housing Organizations

SIDEBAR

To avoid overloading community members with too many requests to participate in public meetings, many FHOs reverse the process and ask to participate in the meetings of their partner organizations when relevant issues are on the agendas for those meetings. The FHOs go to where their partners are at times that are convenient for those partners and use the opportunity to talk about fair housing planning and how it can help advance their partners' existing priorities.

Share Back Outcomes. Whether hosting a public meeting or undertaking one of the alternative approaches to gathering community input, it is important to map out both the fair housing planning process in general and the community engagement process, describe how this will be a conversation that continues over several months, explain how the planning process administrators will use the data results, and eventually share the outcomes with those who participated in the process. It is important to tell stakeholders that their participation is entirely voluntary. This orientation and accompanying feedback loop are vital steps in building trust with community members and ensuring transparency in the fair housing planning process.

SIDEBAR

Some FHOs make a point of circling back to the community stakeholders they helped engage once the fair housing plan is drafted. They report on how the comments offered by those stakeholders helped shape the plan and what the expected outcomes will be. This feedback loop helps stakeholders understand their impact and how their participation in what may have been an unfamiliar process has yielded tangible results. By doing so, the FHOs demonstrate respect for the time and effort that stakeholders put into the process and provide encouragement for them to do so again in the future.

Identifying Allies for Community

Engagement. Truly inclusive community engagement efforts require the help of allies who provide not only knowledge and insight into effective strategies but also valuable information about whom else to consult. Such allies can increase an FHO's legitimacy with key audiences and boost its capacity to conduct meaningful community engagement.

When engagement is done well, and the entire community is collectively involved, a fair housing plan can be comprehensive and will identify and address the fair housing issues affecting the community altogether.

FHOs can help bridge the knowledge gap and educate the community and stakeholders about ways to improve the housing landscape and establish a working relationship and trust. FHOs can also explain how the fair housing planning process and development of fair housing plans require the establishment of fair housing goals, which when implemented correctly, should lead to material positive change.

FHOs can facilitate the working relationship or collaborative partnership between the community, stakeholders, and the program participant(s) to establish the tangible actions each group can make to support the fair housing planning process. For example, FHOs can connect the different parties and assemble one or more advisory committees or working groups to formalize the shared commitment to the process. These can provide structure and a regular cadence of engagement to ensure robust participation and a means to delegate the development of parts of the plan to those with the greatest experience and expertise.

Established partnerships, whether formally involved or not, can also recruit their networks and neighbors to attend public meetings, complete surveys, offer testimonies, or otherwise engage in the fair housing planning process.

IV. Roles for Fair Housing Organizations

Decoding and Interpreting AFFH for Community Stakeholders. For most stakeholders, AFFH will be an unknown term and may seem like a complicated concept. However, ensuring everyone has access to a safe and affordable home in a place that offers them all the amenities they need to thrive is a concept that community stakeholders understand.

With most audiences, messaging on this process can begin with the concept of housing choice and the fact that where a person lives impacts various aspects of one's daily life and future. Let audiences know that we are collectively looking to achieve equitable access to housing choices for everyone in the community.

It can also be helpful to explain the history of discrimination in our nation and how these forces have affected the local community. That history can then be tied to the present-day outcomes in the jurisdiction — often this means pointing out that the amenities available to someone based on where that person lives are often tied to one's race or other protected-class status.

When conducting outreach to protected classes and underserved communities, it is important to emphasize that this process centers on ensuring that everyone's voice within the community is heard, particularly those who have been most affected by housing discrimination and long-term disinvestment, to ensure that resources flow to their communities and align with their priorities. Once the overarching goals of the process are outlined and an explanation for why the community perspective is essential is provided, FHOs should explain the background of who must affirmatively further fair housing. As with any long-term process, it can also be helpful to break the fair housing planning process into smaller pieces and identify the current stage of the process, enabling stakeholders to envision how their input will influence the priorities included in the final fair housing plan. This level setting is important because it establishes clear expectations around the outcomes of this entire process.

TIP ON DECODING AFFH: USE VIDEO RESOURCES

To make the history and impact of U.S. housing segregation less abstract, FHOs should consider using existing video resources. These videos might include documentaries or educational materials that vividly illustrate the effects of segregation on communities. For instance, they might show how certain neighborhoods were systematically excluded from investment, leading to disparities in education, healthcare, and economic opportunities.

IV. Roles for Fair Housing Organizations

Resource	Description
<u>Expanding Opportunity for All (Messaging Memo)</u>	This National Fair Housing Alliance memo provides topline messaging around AFFH and can serve as a helpful resource for explaining the benefits of engaging in the fair housing planning process to various audiences.
<u>"Where You Live Matters" Interactive</u>	This interactive diagram from the National Fair Housing Alliance provides helpful language and key statistics that explain the connections between housing, where one lives, and a variety of aspects of one's life, including access to credit, climate, digital equity, education, health food, healthcare, environment, living wage jobs, transportation, civic participation, and wealth building.
<u>Dismantling the Narratives that Constrain Public Support for Fair Housing</u>	This article by Dr. Tiffany Manuel in the Journal of Affordable Housing outlined the need to reframe messaging to build public will in support for AFFH.
<u>"You Don't Have to Live Here" - Why Housing Messages Are Backfiring and 10 Things We Can Do About It</u>	This publication from Enterprise and the Frameworks Institute provides evidence-based messaging recommendations that can be used when advocating for and communicating about affordable housing and community development.
<u>Talking About HUD's Affirmatively Furthering Fair Housing Rules</u>	Throughout the engagement process, FHOs and agencies may encounter questions, challenges, and opposition to the process. This guidance developed by the Opportunity Agenda before the release of the 2015 AFFH rule contains sample messaging and frequently asked questions that may help navigate communication with various audiences.

IV. Roles for Fair Housing Organizations

As mentioned above, the concept that where a person lives dictates that person's access to things like public transportation, high-quality schools, clean air, green spaces, financial institutions, and healthy food can be used to connect the dots between the priorities of other sectors and the fair housing planning process.



3. Connecting the Fair Housing Plan to Needs and Goals Beyond Housing

Many sectors can be connected using this concept, but sectors that often engage with AFFH include:

- ▶ Public health
- ▶ Education
- ▶ Small business/economic development
- ▶ Employment
- ▶ Banking and financial services
- ▶ Parks and recreation
- ▶ Environment and climate
- ▶ Housing industry
- ▶ Transportation
- ▶ Supportive services

One way to engage these various sectors is to form working groups centered on these sectors or hold topic-specific meetings, where the focus of the input will be on the connections between one or two of these issue areas and fair housing.

Another effective approach is to identify existing housing and community development initiatives or plans — either at the state, regional, jurisdictional, or community level — which may be developed and incorporated into a fair housing plan. For example, a housing development plan anchored by a community corporation and residents may be an easy place to spot aligned goals around affordable housing or economic development.

Jurisdictional-level or local plans can also offer an opportunity to mobilize partners in other sectors with similar goals, as those plans may include housing or community-development-related strategies. For example, hospitals and health systems in any given jurisdiction likely have several planning processes that center on health equity and often serve many of the same populations that are the focus of AFFH efforts. Community health needs assessments completed by hospitals, public health assessments, and state-level Medicaid health plans are some examples of plans mandated in the health sector that may align with fair housing plans.

TIP FOR EMPOWERING STAKEHOLDERS:

Whether you are recruiting allies, looking to attract underrepresented groups of residents, or making the case to advocates in parallel sectors, competing priority areas are likely to be identified through this process, given the range of issue areas that intersect around housing and community development. Stakeholders must understand that, through these community engagement opportunities, they have the power to influence which of these priorities rise to the top.

Plans in the climate and environment space can also be a resource when seeking points of intersection with additional stakeholders. For example, a climate action plan (CAP) is an evidence-based roadmap that outlines how a jurisdiction will reduce greenhouse gas emissions. CAPs may be required at the state level or voluntarily developed at the local or regional level.

IV. Roles for Fair Housing Organizations

CAPs often contain goals and strategies related to issues that intersect with fair housing planning, such as transportation, land use and zoning, and commitments to equity.

Many neighborhoods develop neighborhood or community plans that focus on the goals of one area. Often, these are created when residents come together with other stakeholders to focus on their community development priorities. Such plans may already be in place in underserved communities where other federal, state, local, or philanthropic place-based investments have been made. These plans often have housing and community-development-related goals, including revitalizing aging or dilapidated housing units, creating more green space, creating community programming around health or education, supporting a thriving business corridor, or building more affordable housing units.

Also, it is important to note that all federal funds being deployed for a housing or community development purpose – whether from HUD or another agency – are subject to the mandate to affirmatively further fair housing. For example, the federal government recently made large investments through the Department of Energy and the Environmental Protection Agency in communities across the country for infrastructure improvements and greenhouse gas reduction. Because these funds may be used for housing and community development purposes, entities receiving and deploying these investments are required to affirmatively further fair housing. Because of this requirement, entities from other sectors that receive funds from other federal agencies may need to be educated about AFFH and may also be more interested in participating in the fair housing planning process.



IV. Roles for Fair Housing Organizations

Helpful Resources for Community Engagement:

Resource	Description
<u>Community Participation in Fair Housing Planning</u>	This module from HUD's Fair Housing Planning Toolkit offers information about who needs to be involved in fair housing planning, outlines some best practices for this engagement, and provides insight into the benefits of community participation.
<u>International Association of Public Participation's Practitioner Tools</u>	This page includes helpful resources from the International Association of Public Participation, including a <u>spectrum of public engagement</u> that can be useful when determining and evaluating a strategy around community engagement and participatory decision-making.
<u>Community Engagement Toolkit</u>	This toolkit, developed by the Collective Impact Forum, shares tools for planning equitable, transparent, and strategic community engagement.
<u>Trauma Informed Community Engagement Toolkit</u>	Created through a collaboration between Impact and New Kensington Community Development Corporation, this toolkit provides information on trauma and its effects and offers tools to build resilience and increase emotional intelligence.
<u>From Silos to Collaboration: Building a Health Partner Investment Strategy</u>	This toolkit developed by the Center for Community Investment and NeighborWorks America provides a helpful overview of health systems and contains several worksheets and charts to help navigate partnerships between health institutions and affordable housing.
<u>State and Local Policy Database</u>	The American Council for an Energy-Efficient Economy houses an online State and Local Policy Database that can help identify climate-related efforts in jurisdictions.
<u>Fostering Social Connections and Trust in Public Housing</u>	This profile from the Prevention Institute provides some insights into community engagement, specifically with public housing residents.

IV. Roles for Fair Housing Organizations

Planning Support

FHOs have the potential to contribute significantly to the fair housing planning process. That support may take various forms, either formal (as through a contract or other formal agreement with a program participant) or informal, as described below. Before signing a contract or entering any formal arrangement with a program participant to provide planning support, the FHO should evaluate its readiness, capacity, and available resources to take on the work within the required time frame.

This guide offers tailored suggestions for organizations at various levels of capacity:

1. FHOs with little to no capacity to assist in fair housing planning
2. FHOs with limited capacity, perhaps connecting this work to other grant commitments or existing funding for related work
3. FHOs with dedicated staff members assigned to research, policy analysis, organizing, education and outreach, or other related tasks

The choice of role should align with the organization's capacity. Most FHOs receive funding from HUD or other private sources for fair housing enforcement, education, or outreach activities. With proper planning, it may be possible to coordinate these activities with the fair housing planning efforts of the program participants the FHO collaborates with.

Community engagement. FHOs can play a critical role in assisting with community engagement, as outlined in the preceding section, which describes strategies and best practices.

Data analysis and research. Another way that FHOs can contribute to fair housing planning is through data analysis and research. This involves several types of data analysis, some of which demand expertise in statistics and mapping techniques — skills that may vary among FHOs. HUD provides considerable data about the demographics, assisted housing units, locations, resident demographics, and other data that are helpful for the fair housing plan. HUD also provides an AFFH data and mapping tool that enables users to display and analyze data geographically. However, other data points will also be important to incorporate into the analysis: additional U.S. Census data, Home Mortgage Disclosure Act data, and environmental data, just to name a few. As a best practice, merely reporting the data is not adequate for fair housing planning purposes. The data must be viewed and interpreted through a fair housing lens to identify the data points that are relevant and to provide the context necessary to draw the appropriate conclusions from the data analysis.

FHOs may be able to undertake some or all the steps necessary to identify and obtain the data needed for the fair housing plan, analyze the data effectively, create maps or other visual displays to help the public understand the data's importance, and draft the analysis that will be incorporated into the fair housing plan itself. Because this kind of research may be needed for various grant applications or to support enforcement actions, some FHOs may have the internal capacity to undertake this work.

In some cases, FHOs may have additional research on hand or be able to conduct research that would further illuminate important aspects of local conditions. For example, FHOs may be able to conduct or already have conducted audits to identify whether or not and to what extent certain practices are being used in the community that are either prohibited or that have a disparate impact on members of protected classes.

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Examples might be the use of criminal background checks, refusal to rent to families with children, and refusal to accept certain sources of income. Such research could help surface issues that could not be identified using existing data sources.

FHOs may also have the capacity to analyze a program participant's policies and practices to identify any implications they may have for fair housing. For example, an FHO might review a program participant's zoning ordinance or other land use controls for provisions that perpetuate segregation or restrict the location of certain types of housing. Or it might review a PHA's policies regarding reasonable accommodations or reasonable modifications for people with disabilities. FHOs with significant research capacity, including some FHAP agencies, may be able to conduct research on issues that intersect with housing and thus come under the AFFH umbrella, such as programs, policies, or practices related to education, employment, transportation, or other matters. Such research could be a beneficial addition to a program participant's analysis for its fair housing plan.

FHOs may also have the skills and experience to conduct qualitative research for a fair housing plan, such as interviewing community leaders about specific issues or surveying the community more broadly about potential fair housing issues. The skills needed to conduct complaint intakes, frame relevant information for outreach and education purposes, analyze test results, and similar activities may translate well to the kinds of qualitative research that could support a fair housing planning effort.

Identifying fair housing issues. FHOs are particularly well-positioned to identify fair housing issues regarding the program participant. Many FHOs learn about such issues through their complaint intakes and their education and outreach activities. If an FHO receives HUD funding for these activities, it is likely to

have identified key fair housing issues in the "Needs" section of the grant application. Thus, FHOs may bring considerable experience and important context and framing to identify fair housing issues that program participants may not have in house. For example, many program participants struggle to distinguish fair housing issues from other issues such as affordable housing needs or landlord/tenant disputes. FHOs excel in both tasks and are adept at pinpointing fair housing issues amid the broader challenges of housing access, landlord/tenant relations, and the like.

Identifying strategies to overcome fair housing issues. FHOs can also contribute to fair housing planning by identifying strategies to address fair housing issues and by assisting the program participant in establishing meaningful goals. Depending on the issues identified, FHOs may draw on remedies that they or other FHOs have developed for settlements in relevant cases. Their contacts with others in the fair housing field may be a source of effective strategies deployed elsewhere for similar issues. Moreover, their fair housing expertise may enable them to recommend modifications, where necessary, to various strategies identified to increase their effectiveness. For example, if disparities in access to homeownership are identified as a priority fair housing issue, and a down payment assistance program is suggested as a strategy to overcome this issue, an FHO may recommend adopting a program that is targeted to first-generation homebuyers, who lack access to the generational wealth that many whose parents are homeowners can tap into for a down payment. Such a program modification may be more effective at overcoming the lasting impacts of past and continuing discriminatory practices in home sales and financing. FHOs have unique insight on which programs would best suit the needs of the communities they serve.

IV. Roles for Fair Housing Organizations

Providing data/information relevant to fair housing planning. As mentioned above, FHOs typically possess valuable information that can aid program participants in developing their fair housing plans. Regardless of their capacity to take on other tasks related to fair housing planning, every FHO should have data on the complaints it has received; the investigations and/or audits it has completed; enforcement actions it has brought; and insights on the effects of housing discrimination, segregation, and inequitable access to community assets that it has obtained during its education and outreach events.

SIDEBAR

An FHO in Ohio analyzed exclusionary provisions in local zoning codes. It shared that analysis with the program participant, which included goals in its fair housing plan to address those provisions. Another FHO in Ohio was able to obtain local eviction data from the municipal court and partnered with a local university to analyze the data. It was able to pinpoint geographic areas in which evictions were concentrated and identify the landlords responsible for the largest number of evictions. It also tried to determine whether or not tenants had legal representation and could have had defenses against eviction. The FHO shared this analysis with the city, which included the information in its fair housing plan and made policy changes to address the problem.

FHOs should be able to extract relevant fair housing activity data from routine grant reports and provide it to the jurisdiction. Any personal or otherwise sensitive information should be redacted to protect clients' privacy and maintain the community's trust. If possible, FHOs should specify the geographic area from which the information is sourced, focusing on the jurisdiction completing the fair housing plan.

FHOs with more capacity may be able to submit comments that provide additional context along with the data or other information they provide. This may include narratives that contextualize testing results or provide insights from recent discussions on fair housing issues.

If the FHO has a grant requirement or funding to support fair housing planning, it may proactively gather information on housing discrimination and segregation before the planning process begins. The organization should track issues reported by clients, conduct relevant research, and determine if these issues impede fair housing. For instance, if complaints indicate discrimination against families with children, research into zoning laws and occupancy standards can reveal systemic barriers to housing choice those families face.

Regardless of when or how the program participant receives information, the FHO should monitor its work in the area noting issues raised by clients and conducting relevant research. Even if the program participant declines to include the FHO's analysis in its fair housing plan, it must seek community feedback on the plan, and this provides an opportunity for the FHO to contribute insights on information included or omitted from the plan and propose solutions to identified fair housing issues.

V. Resources to Support Fair Housing Planning

Supporting Regional Collaborations

Fair housing issues not only cross multiple sectors — including housing, education, transportation, and commercial and economic development — these issues are often not constrained by political or geographic boundaries. Collaborative regional planning can be a useful approach to coordinate solutions for overcoming identified fair housing issues. To that end, HUD encourages local and regional collaboration on fair housing plans. Entitlement jurisdictions are encouraged to collaborate with PHAs and with other entitlement jurisdictions in the region. For example, one city may identify segregation as a fair housing issue because members of a particular racial or ethnic group live in only one part of the city. The city may identify the location and type of affordable housing as being related to this issue because the only affordable housing in the jurisdiction and the region is in that part of the city. A viable fair housing goal may require a regional approach and collaboration with the local PHA. For instance, this city may seek to coordinate with a neighboring jurisdiction to ensure strategic siting of future affordable housing units to promote integration throughout the region and might work with the PHA on a voucher mobility program. In this example, collaboration would enable the region to respond to identified fair housing issues, plan to meet each community's housing needs and ensure affordable housing is built in a variety of communities and mitigate the concentration of affordable units.

While FHOs cannot compel entitlement jurisdictions to form collaborations, they can advocate for them. Often, given that the service area of an FHO includes more than one program participant, the FHO may be more aware of fair housing issues that stretch across geographic boundaries and be best positioned to advocate for collaboration. FHOs will likely also have pre-existing relationships with neighboring jurisdictions that can be leveraged to facilitate the collaboration among neighboring entitlement jurisdictions.



Resources to Support Fair Housing Planning

Engaging in the fair housing planning process can be a time-consuming but rewarding endeavor. Here are funding sources to support an organization's participation:

- **HUD Fair Housing Initiatives Program (FHIP):** FHIP offers grants for activities like education and outreach related to fair housing, which can indirectly support participation in AFFH. Learn more by visiting: https://www.hud.gov/program_offices/fair_housing_equal_opp/partners/FHIP.
- **State and Local Funding:** Many states and localities offer grants or funding opportunities specifically focused on fair housing or community development. Research funding opportunities come through the state or local housing department. Entitlement jurisdictions can use Community Development Block Grant funds to conduct fair housing planning, and PHAs may use their operating funds.
- **Philanthropic Organizations:** Foundations dedicated to fair housing or social justice issues may offer grants to support fair housing advocacy efforts.

Beyond financial resources, several organizations offer valuable support for FHOs participating in AFFH:

- **National Fair Housing Alliance:** Provides technical assistance, training, and resources on fair housing issues, including AFFH. Learn more by visiting: <https://nationalfairhousing.org/>.
- **PolicyLink:** A research and action institute that offers resources and guidance on fair housing and community development. Learn more by visiting: <https://www.policylink.org/>.
- **Lawyers' Committee for Civil Rights Under Law:** Provides legal expertise and advocacy support related to fair housing. Learn more by visiting: <https://www.lawyerscommittee.org/>.
- **Other FHOs:** Collaborate with local and national FHOs to share information, strategies, and best practices.

VI. Role of FHOs in AFFH Enforcement

Helpful Guidance for Fair Housing Planning:

Resource	Description
<u>Lessons from the Ground: Best Practices in Fair Housing Planning</u>	This HUD publication offers general fair housing guidance to help HUD program participants complete meaningful fair housing plans.
<u>Housing Policy Action Guide</u>	This resource developed by the Center for Community Investment provides guidance and resources for housing and community development practitioners to strengthen the local conditions that will support equitable housing development.

FHOs typically find that program participants are committed to effective fair housing planning and implementing fair housing plans to support their AFFH obligations. However, not all participants may fulfill their obligations. FHOs can play a crucial role in identifying these AFFH compliance issues and taking action to hold non-compliant program participants accountable.

The impact of AFFH violations is likely to be more systemic, sustained over time, and diffuse than violations of other civil rights statutes and rules, decreasing the likelihood that individual complainants will file a complaint. FHOs know the fair housing issues that are prevalent in a jurisdiction, as they process most fair housing complaints in the United States.

In 2022, 80 National Fair Housing Alliance member organizations processed 22,674 housing discrimination complaints, representing 72.64% of all complaints filed nationwide and more than 2.6 times the number processed by state, local, and federal government agencies combined²²

As noted by HUD, the duty to affirmatively further fair housing “extends to all of a program participant’s activities, services, and programs relating to housing and community development; it extends beyond a program participant’s duty to comply with Federal civil rights laws and requires a program participant to take actions, make investments, and achieve outcomes that remedy the pervasive segregation and disparities the Fair Housing Act was designed to redress.”²³

²² National Fair Housing Alliance, 2022 Trends Report 4 (Nov. 30, 2022), <https://nationalfairhousing.org/wpcontent/uploads/2022/11/2022-Fair-Housing-Trends-Report.pdf>.

²³ Id. at 8532.

VII. Conclusion

Remember, fair housing isn't just a legal right; it's the foundation for thriving communities and a more equitable and economically prosperous society.



Fair housing planning is a powerful tool, but it requires ongoing commitment, collaboration, and resources. FHOs can play important roles in engaging, supporting, educating, contracting with, monitoring, and, if necessary, pursuing enforcement advocacy to ensure meaningful compliance with the AFFH mandate. By collaborating with residents, policymakers, and other stakeholders, FHOs can create a future where

everyone has access to safe, affordable housing and the opportunity to build a better life. The information, strategies, and best practices outlined in this guide enable FHOs to identify and dismantle barriers to fair housing, promote inclusive communities, and ensure everyone can thrive. Together, we can turn the promise of the Fair Housing Act into a reality for all.



Building Inclusive Communities:

**A Planning Guide for Fair
Housing Organizations**

#3.7



WIESER LAW OFFICE, P.C.

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

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

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

TO: Honorable Mayor and City Council Members
CC: Bill Waller, City Administrator
FROM: Skip Wieser, City Attorney
DATE: October 10, 2025
RE: Agenda Item No. 3.7

At the conclusion of the Agenda Item No. 3.8 at the September 22, 2025 City Council meeting, the City Council asked the undersigned to provide the City Council with a updated description regarding the City Administrator position. This is based on current duties and allocations of work. In response to the request by the City Council, find the following:

1. Draft job description for City Council consideration.

Between now and the meeting, we will continue to review this description. At the meeting we will discuss alternatives for Council consideration moving this matter forward.



Job Description

JOB TITLE: City Administrator		Department: Administration	
REPORTS TO: City Council	SUPERVISES: All City Employees		FLSA STATUS: Exempt
BARGAINING UNIT: N/A			EFFECTIVE DATE: November _____, 2025

DESCRIPTION OF WORK

Performs complex executive work planning and directing the administration of city functions as delegated by the City Council to ensure efficient and effective implementation of municipal services, administering the policies of the City Council, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the City Council. Organizational supervision is exercised over all personnel within the organization.

ESSENTIAL JOB DUTIES PERFORMED

- Plans, organizes and administers the city to ensure a coordinated and efficient effort to meet goals and objectives established by the City Council.
- Oversees and coordinates the operation of all departments in City government including personnel, equipment, programs, and facilities to ensure citizens promptly receive high quality products and services.
- Supervises all City staff directly or indirectly through department supervisors; acts as final authority on all personnel actions subject to approval of the city Council on hiring, severe disciplinary action, and dismissal.
- Attends and participates in all Council meetings and other official meetings as needed; oversees and directs agenda preparation.
- Oversees contracted engineering, legal, auditing, planning and other contracted services.
- Responds to concerns, issues, complaints, and questions from the public and employees; mediates disputes and resolves issues as appropriate.
- Lead economic development efforts, including business retention, expansion, and attraction initiatives, tax increment financing, revolving loan fund program.
- May participate in development negotiations and/or approving development requests, on occasion.
- Advise the Council on the engagement of consultants for complex engineering or other projects when needed.
- Develops and issues administrative rules, policies and procedures necessary to ensure proper functioning of all departments.
- Drafts resolutions, and policies, for City council approval; utilizing the City Attorney and others as needed.
- Interprets and enforces laws, ordinances, policies, and rules; implements Council directives.

- Oversees all personnel policies and actions, oversees and/or participates in selection of employees ; evaluates employees and recommends salary adjustment, determines staffing and structure needs, and negotiates bargaining unit contracts.
- Responsible for preparation of the five year capital improvement program.
- Prepares, presents and administers the annual budget to the City Council; keeps the Council informed of the financial condition of the City; coordinates capital improvement plans with department heads and presents to Council for approval .
- Establishes programs, goals and objectives to accomplish work. Prepares and analyzes quotes and bids for products and services; recommends selection of firms or individuals to provide products and services; executes or recommends execution of contracts to Council for approval.
- Represents the City with other governmental agencies and officials; monitors activities related to municipal government and assists in lobbying as needed.
- Monitors operations to ensure compliance with applicable laws , regulations, rules, policies, and ordinances.
- Evaluates potential projects, programs , and services to determine feasibility and community impact and makes recommendations to the Council.
- Research issues, prepares periodic reports , and makes presentations before the City council, Park Board , Economic Development Authority, and other boards as necessary; oversees communication to the public.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of laws, rules and regulations applicable to City government.
- Knowledge of budgeting, accounting and government financing.
- Knowledge of government processes, services , economic development and planning.
- Knowledge of management principles and practices as they apply to public sector management including personnel management and organizational development.
- Thorough ability to prepare, present and administer budgets . Thorough ability to communicate effectively and establish effective working relationships with elected officials, staff, other public officials, and the public, including making formal presentations.
- Ability to supervise staff and delegate work.
- Ability to plan and analyze city operations; develop alternatives; and determine the costs , advantages, and disadvantages of various alternatives.
- Ability to research and prepare accurate and thorough reports.
- Ability to perform mathematical calculations and to analyze data.
- Knowledge of principles and practices of municipal government management, administration, and organization.
- Knowledge of current social, political and economic trends and operating problems of municipal government.
- The ability to supervise and/or coordinate the work of others so they may proceed with confidence in a timely manner.
- The ability to interpret and apply Federal, State and local policies, procedures, laws and regulations.

- Adaptability to perform under stress when confronted with emergency, critical, or unusual situations.

MINIMUM QUALIFICATIONS

- Bachelor's degree in public administration or related field or four (4) years equivalent experience as approved by City Council.
- Five (5) years public sector administrative or equivalent experience.
- Finance experience and accounting skills.
- Written communication skills.
- Verbal communication, public speaking skills, and public relations skills.
- Computer skills including Microsoft Word and Excel.

CONDITIONS OF EMPLOYMENT

- Must possess a valid Minnesota Driver's License.
- Must successfully pass a reference and background check.

WORK ENVIRONMENT

- While performing the essential functions of the position, an individual will be subject to variable working hours.

The above statements are intended to describe the general nature and level of work being performed by individuals employed in this job. They are not intended to be an exhaustive list of all duties and qualifications required of personnel in this job. The employer may and reserves its right to change the job description and establish, modify or eliminate job duties and responsibilities and jobs at its discretion with or without notice.

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: October 9, 2025
RE: Personnel Committee Recommendations

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

1. That the City Council approve a memorandum of understanding(mou) with the LELS Union regarding back-pay owed to a Police Officer for military service in 2024. A copy of the mou is included, and the City Attorney will be in attendance at the meeting to review with the City Council.
2. On October 30, 2025, Kara Tarrence will have completed her third year of employment as the City's Finance Director. Ms. Tarrence continues to perform the functions and duties of the position in a positive manner, and her presence and abilities are an asset to the community. In the past year Ms. Tarrence worked on the restructuring of the City's Park and Recreation programming and assisted the new Summer Recreation Director with day-to-day activities relating to the operation of the Aquatic Center. Based on her performance, it is recommended that effective October 30, 2025, Ms. Tarrence be moved from step 4 to step 5 in the Finance Director's salary schedule.

MEMORANDUM OF UNDERSTANDING

Between the City of La Crescent and Law Enforcement Labor Services, Inc., Local No. 120

This Memorandum of Understanding (hereafter, "MOU") is entered into between the City of La Crescent (hereafter, "La Crescent") and Law Enforcement Labor Services, Inc., Local No. 120 (hereafter, "Union").

WHEREAS, Kaleb Peterson ("Employee") was in the Military Reserve Program.

WHEREAS, Employee had thirteen (13) calendar days in 2024 that Employee was eligible for Military Leave.

WHEREAS, according to State Law, Employees required to attend military reserve training are entitled to full compensation from Employer up to fifteen (15) days per year.

NOW THEREFORE, the parties agree as follows:

1. Employee shall be entitled to receive thirteen (13) twelve (12) hour shifts paid leave for Military Pay in 2024. Employer will pay Employee upon the next regular payroll date following City Council approval. Payment will be made through Employer payroll and will be subject to customary withholdings, deductions, and PERA contributions.
2. This MOU or any of its terms may only be amended or modified by written instrument signed by or on behalf of the parties hereto and ratified by the Union and City Council.
3. This MOU is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event any provision of this MOU is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this MOU is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then the provisions shall be considered void, but all other provisions shall remain in full force and effect.
4. This MOU is intended for the sole and limited purpose specified herein. The parties expressly agree that this MOU shall not constitute or establish any precedent, past practice or otherwise place any limitation on any management right of the Employer.
5. This MOU is effective on the latest date affixed to the signatures hereto.

In witness whereof, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2025.

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 120

Date: _____

President Local No. 120

Date: _____

Business Agent/LELS

CITY OF LA CRESCENT

Date: _____

Mayor

Date: _____

Chief of Police

#3.9

Lions Club of La Crescent 60th Anniversary Proclamation

Whereas, on October 18, 1965, Lions Club International chartered the Lions Club of La Crescent;

Whereas, on October 18, 2025, the Lions Club of La Crescent will celebrate 60 years of service to the local community and to the Lions Global Causes through the motto "We Serve";

Whereas, the global causes of Lions Club International include: Vision, Disaster Relief, Childhood Cancer, Diabetes, Humanitarian, Hunger, Youth, and Mental Health & Well-Being;

Whereas, the Lions Club of La Crescent has a legacy of service to the local community including ongoing work with the City of La Crescent to plant trees and native plants each year, raising the funds to build the Old Hickory Park Shelter, donating to the building of the La Crescent Area Event Center, purchasing and maintaining the La Crescent Digital Community Sign, installing new signs and trail markers at Eagle Bluff Park, partnering with La Crescent Live to bring free, family-friendly concerts to the community, and many other projects too numerous to list;

Whereas, the Lions Club of La Crescent supports the youth of the community by awarding high school scholarships, being a sponsor of the ISD 300 Stewardship Program, and donating to numerous Eagle Scout projects, school and booster club projects, and post-prom events;

Whereas, in the last thirteen years alone, the Lions Club of La Crescent has donated more than \$258,000 to local projects and to Lions Club district and international causes;

Now, therefore, be it resolved, that Mike Poellinger, Mayor of La Crescent proclaims October 18, 2025, as Lions Club of La Crescent Day in La Crescent, Minnesota, and urges everyone to celebrate the past accomplishments of the Lions Club of La Crescent and encourage the Club to continue their mission to serve the community and the global causes of Lions Club International.

Dated this 13th day of October, 2025.

Mayor _____



3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: October 9, 2025
RE: 2026 MnDOT Transit Grant Agreement

Attached for review and consideration by the City Council is the 2026 Section 5307 Public Transit Participation Program Grant Agreement for Urbanized Areas with the Minnesota Department of Transportation. In 2026, the City will receive approximately \$349,435 in Federal and State funds to operate the local bus service.

In order to continue to provide the local bus service, we would suggest that the City Council approve the grant agreement and authorize the required signatures.

2026 Section 5307 Public Transit Participation Program Grant Agreement for Urbanized Areas

This Grant Agreement is made between the state of Minnesota, acting by and through its Commissioner of Transportation ("STATE") and City of La Crescent, a government agency ("RECIPIENT") entity.

BACKGROUND

The purpose of this Grant Agreement is to administer state financial assistance for transit in urbanized areas under the *Public Transit Participation Program* under Minnesota Statutes, Section 174.24.

NOW therefore, it is agreed:

1. TERMS OF GRANT AGREEMENT

- 1.1. **Effective Date / Commencement of Work:** This Grant Agreement is effective on, and RECIPIENT must not begin work until, the date the State obtains all required signatures under Minnesota Statutes § 16B. 98 subdivision 5, or January 1, 2026, whichever is later.
- 1.2. **Offer and Acceptance Terms:** When transmitted by STATE to RECIPIENT, this Grant Agreement constitutes an offer which expires if RECIPIENT does not accept, sign and return to STATE within 45 days of transmittal, unless STATE grants an extension in writing at RECIPIENT's request.
- 1.3. **Expiration Date:** This Grant Agreement will terminate on December 31, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Grant Agreement.
- 1.5. **Exhibits:** All exhibits are incorporated into this Grant Agreement.

2. RESPONSIBILITIES OF RECIPIENT**2.1. Public Transit Operations**

RECIPIENT will operate a public transit system in accordance with all applicable federal, state, and local laws, rules and regulations, including:

- 2.1.1. Minnesota Statutes, Sections 174.21 to 174.24;
- 2.1.2. FTA Circular 4220 *Third Party Contracting Guidance*, as amended;
- 2.1.3. 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended; and
- 2.1.4. RECIPIENT's *Management Plan* as approved by STATE, which is incorporated by reference into this Grant Agreement. The *Management Plan* may be changed upon prior written approval by STATE.

2.2. Local Share of Operating Costs

- 2.2.1. RECIPIENT will provide a Local Share in an amount as indicated in **Exhibit I, Financial Assistance and Payment Schedule**, which is attached and incorporated into this Grant Agreement.

2.2.2. The Local Share RECIPIENT will provide is based upon the relevant percentage of the Total Assistance as provided in Minnesota Statutes, Section 174.24, Subdivision 3b, Paragraph (c).

2.2.3. Amounts expended in the operation of RECIPIENT's public transit system in excess of the Total Assistance are the sole responsibility of RECIPIENT.

2.3. Cost Principle Allocation Certification

RECIPIENTS claiming indirect costs, de minimus, or direct agency (local government or non-profit agencies) costs under this Grant Agreement must have either a federal cognizant agency certification or a MnDOT approved certification under the category declared. All costs identified in the budget must reflect their approved category certification. No direct, cost allocation, indirect rate or de minimus expense will be allowed unless the appropriate certification is on file with MnDOT. STATE may audit and adjust the indirect cost rate according to the cost principles in 2 CFR 200. STATE may adjust associated billings accordingly.

2.4. Reserve Account

If a public transit system generates operating revenue in excess of RECIPIENT's local share amount, RECIPIENT will deposit the excess into a reserve account to be used for STATE approved operating expenses that are not covered by this Grant Agreement or for part of the local share of STATE approved capital expenses of the transit system. RECIPIENT will report this revenue and the expenses charged against it to STATE on the *Request for Funds* form prescribed by STATE.

2.5. Disposition of Vehicles

All vehicles operated by RECIPIENT that were originally purchased with state or federal funds must be disposed of in accordance with the policy outlined in the MnDOT Office of Transit and Active Transportation *Vehicle Disposition/Transfer Procedures*, as amended, which is incorporated by reference into this Grant Agreement.

2.6. Financial Records

2.6.1 Records. RECIPIENT and third-party contractors shall maintain their financial records in accordance with generally accepted accounting principles. The financial records must permit audit verification of transit cost allocations claimed under this Grant Agreement. The RECIPIENT and any third-party contractor also shall keep records on miles, hours of service, and passenger trips. Records must be kept available for a period of six years from the expiration date of this Grant Agreement.

2.6.2 Progress Reports. At the end of each month of operation, RECIPIENT shall provide STATE with an operating budget report and ridership statistics report for the period, as well as any relevant supporting documents as requested by the STATE. Reports will be completed in *BlackCat Grants Management System* and submitted no later than 30 days following the month for which the report is prepared. Expenses must be incurred within the terms of this Grant Agreement. RECIPIENT will submit to the STATE the final report, including the annual vehicle statistics report, no later than

90 days after this Grant Agreement terminates. RECIPIENT shall provide the annual vehicle statistics report no later than 45 days following the expiration of this Grant Agreement.

2.7. Budget Line-Item Adjustments. Budget line-item adjustments must be requested by RECIPIENT and approved by STATE. RECIPIENT budget line item adjustment requests will be submitted and approved by STATE through the *BlackCat Grant Management System* or other approved STATE process. Budget line-item adjustments can occur either monthly or at the time the final progress report is due under section 2.6.2 of this Grant Agreement. If the Total Operating Amount is met, as stated in Exhibit I, no line-item adjustments are required. In no event will budget adjustments cause the STATE's total obligation to exceed the total budget amount of this Grant Agreement.

2.8. Procurements and Third-Party Contracts

2.8.1 Local Procurement Policy

RECIPIENT will follow and document its own procurement procedures and agrees to work with the State to ensure compliance with State's procurement procedures. RECIPIENT will provide State with a copy of its current procurement policy and procedures.

2.8.2 Federal Procurement Methods

For all procurements of goods and services, RECIPIENT agrees to comply with the current requirements and standards of FTA Circular 4220 *Third Party Contracting Guidance*, which is incorporated by reference into this Grant Agreement and the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Grant Agreement.

2.8.3 Contract Requirements and Approval

2.8.3.1 Solicitations Prior to publication, RECIPIENT will submit to STATE all solicitations for work (e.g. Requests For Proposals) to be funded in whole or in part by this Grant Agreement between RECIPIENT and third parties or subcontractors for the STATE's review and approval. State's Authorized Representative will respond to requests from RECIPIENT to review the solicitation for work within 10 working days of receiving the request.

2.8.3.2 Contract Approval Prior to their execution, RECIPIENT will submit to STATE all contracts between RECIPIENT and third parties or subcontractors, including rental and lease agreements, for the STATE's review. All contracts between RECIPIENT and third parties or subcontractors must contain all applicable provisions of this Grant Agreement, including the applicable federal contract clauses. STATE retains the rights to disapprove a third party contract or subcontract. A STATE-approved third-party contract or subcontract becomes part of RECIPIENT's *Management Plan* and is subject to all applicable federal, state, and local laws, rules and regulations.

2.8.4 Debarment and Suspension

If state funds are used under this Grant Agreement, RECIPIENT will not utilize any funds received pursuant to this Grant Agreement to compensate, either directly or

indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the RECIPIENT from utilizing these funds to pay any party who might be disqualified or debarred after the RECIPIENT'S contract award on this Project. The State debarment list can be found at: <https://mn.gov/admin/osp/government/suspended-debarred/>.

2.9. Independent Contractor

- 2.9.1** Under the terms of this Grant Agreement, RECIPIENT is an independent contractor and retains full control over the employment, direct compensation, and discharge of all persons engaged in operating its public transit system.
- 2.9.2** RECIPIENT is solely responsible for all matters relating to payment of employees, including compliance with social security, payroll taxes and withholdings, unemployment compensation, and all other regulations governing these matters.
- 2.9.3** RECIPIENT is responsible for its own acts and those of its subordinates, employees, and any and all third-party contractors during the term of this Grant Agreement.
- 2.9.4** The STATE does not have an obligation or a responsibility to claims that may arise by RECIPIENT'S subordinates, employees or any third party contractors under the *Minnesota Workers' Compensation Act*.
- 2.9.5** The STATE does not have an obligation or a responsibility to third party claims that arise from an act or omission on the part of RECIPIENT'S subordinates, employees, or any third-party contractor and are not the STATE's obligation or responsibility.

2.10. Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred in the performance of this Grant Agreement, whether by RECIPIENT or a third party or subcontractor hired under this Grant Agreement will not exceed the amounts provided in the current Minnesota Management and Budget Commissioner's Plan which is incorporated by reference. Out of state travel is not allowed without prior approval by STATE. Minnesota will be considered the home state for determining whether travel is out of state.

2.11. Website

If RECIPIENT has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

3. RESPONSIBILITIES OF STATE

3.1. Technical Assistance

- 3.1.1.** STATE will assist RECIPIENT in planning, promoting, and developing RECIPIENT's public transit system and agrees to be available to RECIPIENT on a periodic basis

to assist with special projects and related activities that contribute to the overall efficiency and effectiveness of RECIPIENT's public transit system.

- 3.1.2.** STATE will monitor RECIPIENT's compliance with the current *Management Plan* and advise corrective action where necessary. STATE will perform monitoring activities at least annually. Periodically, STATE will conduct evaluation activities to assess transit system performance. STATE's failure to fully enforce compliance with the current *Management Plan* will not excuse RECIPIENT from its responsibilities, nor will STATE be barred from subsequent actions to ensure compliance.

3.2. Financial Assistance

3.2.1. Availability of State Funds

STATE retains the sole and exclusive right to determine the amounts of state funds available for payment to RECIPIENT under the terms of this Grant Agreement.

3.2.2. STATE Funding and Payment Schedule

Payments will be made based on RECIPIENT's compliance with this Grant Agreement. STATE will fund RECIPIENT on a quarterly basis. The payment schedule is attached and incorporated into the Grant Agreement as **Exhibit I, Financial Assistance and Payment Schedule**. STATE has determined that the funds available for eligible costs to RECIPIENT shall not exceed the amounts in **Exhibit I, Financial Assistance and Payment Schedule**.

3.2.3. Partial Payment

STATE may withhold a partial payment if STATE determines that the cost is unallowable or that the payment is not necessary to operate the transit system according to RECIPIENT's *Management Plan*.

3.2.4. Financial Reconciliation

On all grants \$50,000 or more, STATE must conduct a financial reconciliation of RECIPIENT's expenditures at least annually, or more frequently if it determines a need to do so, during the term of this Grant Agreement. STATE will provide the necessary forms and documentation to be completed by RECIPIENT. A financial reconciliation involves reconciling a RECIPIENT's supporting documentation of costs and revenues such as; purchase orders, receipts and payroll records.

4. STATE AUDITS

- 4.1.** RECIPIENT and third-party contractors will establish a set of accounts in which all transit related costs and revenues are recorded. All accounting practices applied and all records maintained must be in accordance with Generally Accepted Accounting Principles. The books, records, documents, and accounting procedures and practices of RECIPIENT and third-party contractors relative to this Grant Agreement are subject to examination by the Commissioner of Administration, Attorney General, the MnDOT Auditor, State Auditor and the Legislative Auditor during regular working hours, whenever necessary. Audits will be based on the contract cost principles and procedures in Code of Federal Regulations, Title 2, Chapter 2, Part 200, and Office of Management and Budget *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*.

- 4.2. RECIPIENT will have 14 calendar days from receipt of a final STATE audit to respond to the audit. Failure to respond to the audit within 14 calendar days may be deemed to be acceptance of the audit findings by RECIPIENT, after which STATE may proceed to final closeout of the Grant Agreement. All required records relevant to this Grant Agreement must be maintained for at least six years from the date of final payment or the expiration date of this Grant Agreement, whichever occurs last.
- 4.3. Upon completion of a STATE audit, STATE will pay RECIPIENT any unpaid balance of the STATE share. If the STATE audit determines that STATE has overpaid RECIPIENT, RECIPIENT will promptly refund the amount overpaid upon receiving an invoice from STATE.

5. AUTHORIZED AGENTS

STATE's Authorized Agent for administering this Grant Agreement is the MnDOT Office of Transit and Active Transportation, 395 John Ireland Blvd., MS 430, St. Paul, MN 55155.

STATE's Authorized Agent will have final authority for acceptance of RECIPIENT's services provided for under this Grant Agreement.

RECIPIENT's Authorized Agent(s) for administering this Grant Agreement is (are) the following or their successor(s):

James Krueger
Deputy Director of Transit
City of La Crescent
315 Main Street
La Crescent MN 55947
(608) 789-7350
Kruegerj@cityoflacrosse.org

6. JURISDICTION AND VENUE.

The laws of the state of Minnesota govern this Grant Agreement. Venue for all legal proceedings arising out of this Grant Agreement, or breach of this Grant Agreement, is in state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. LIABILITY

In the performance of this Grant Agreement, and to the extent permitted by law, RECIPIENT must indemnify, save, and hold STATE, its agents, and employees harmless from any and all claims or causes of action arising from the performance of this Grant Agreement by RECIPIENT or RECIPIENT's agents or employees. This clause does not bar any legal remedies RECIPIENT may have for STATE's failure to fulfill its obligations pursuant to this Grant Agreement.

8. OFFICIALS NOT TO BENEFIT

RECIPIENT and third-party contractors warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for RECIPIENT, to solicit and secure this Grant Agreement. RECIPIENT has not paid or agreed to pay any company or person, other than a bona fide employee working for RECIPIENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Grant Agreement.

9. ASSIGNMENT, TRANSFER, OR WAIVER

RECIPIENT may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of STATE. This Grant Agreement contains all prior negotiations between RECIPIENT and STATE. No other understandings, whether written or oral, regarding the subject matter of this Grant Agreement will be deemed to exist or to bind either or both of the parties. STATE's acceptance of RECIPIENT's services does not waive any provision of this Grant Agreement and does not relieve RECIPIENT of the responsibility for subsequent corrections.

10. ELECTRONIC SIGNATURE AND RECORDS; AMENDMENTS

The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records. An amendment to this Grant Agreement must be in writing and executed by all parties, or their successors, to this Grant Agreement

11. DATA PRACTICES

RECIPIENT will comply with the Minnesota Government Data Practices Act in Minnesota Statutes, Chapter 13, as it applies to all data provided by STATE according to this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by RECIPIENT according to this Grant Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either RECIPIENT or STATE. For a non-profit organization RECIPIENT, upon receiving a request to release the data referred in this Article, RECIPIENT will immediately notify STATE. STATE will give RECIPIENT instructions concerning the release of the data to the requesting party before the data is released.

12. DATA DISCLOSURE

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, RECIPIENT 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 RECIPIENT to file state tax returns and pay delinquent state tax liabilities, if any.

13. INSURANCE**13.1. Certificate of Insurance**

For the term of this Grant Agreement RECIPIENT will obtain the insurance required under Article 13 of this Grant Agreement. Within 30 days of expiration of an insurance policy, RECIPIENT will provide STATE with evidence that a new policy has been obtained. RECIPIENT will notify STATE immediately upon a change in the term or conditions of an insurance policy.

13.2. Types of Insurance Required**13.2.1. Worker's Compensation Insurance**

RECIPIENT will provide workers' compensation insurance for all RECIPIENT's employees and, in case any work to be performed by a third-party contractor, RECIPIENT will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements under

Chapter 176 of the state of Minnesota Statutes

13.2.2. Commercial General Liability Insurance

RECIPIENT is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this Grant Agreement whether the operations are by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern. All other RECIPIENTS must have minimum insurance coverage of \$2,000,000.00 per occurrence.

The following coverages will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

13.2.3. Commercial Automobile Liability

RECIPIENT is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Grant Agreement whether such operations were by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern. All other RECIPIENTS must have minimum insurance coverage of \$2,000,000.00 combined single limit.

In addition, the following coverage should be included:

- Owned, Hired, and Non-owned Automobile

13.3. Excess Insurance

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this Grant Agreement.

13.4. Rating

RECIPIENT will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

13.5. Self-Insured Requirements

If RECIPIENT is self-insured the following is required:

- RECIPIENT is able to provide for the tort liability amounts provided in Minnesota Statutes, section 466.04.

14. ENDORSEMENT**14.1. Endorsement**

RECIPIENT must not claim that the STATE endorses its products or services.

15. TERMINATION BY THE STATE OR COMMISSIONER OF ADMINISTRATION**15.1. Termination**

STATE or the Commissioner of Administration may unilaterally terminate this Grant Agreement at any time, with or without cause prior to completion if the commissioner determines that further performance under the grant agreement would not serve agency purposes or is not in the best interests of the state. Upon termination, the RECIPIENT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

This Grant Agreement will immediately be terminated if RECIPIENT is convicted of a criminal offense relating to a state grant agreement.

In the event STATE cannot or does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a level sufficient to allow for the payment of the services contained herein, this Grant Agreement may be immediately cancelled, at STATE's option, by written notice of cancellation at the address specified in this Grant Agreement. STATE will not be obligated to pay for any services provided by RECIPIENT after such notice of cancellation.

15.2. Non-Performance

STATE may withhold payment or terminate this Grant Agreement at any time if RECIPIENT fails to comply with the provisions of this Grant Agreement. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, and unusually severe weather, provided that the defaulting party gives notice as soon as possible to the other party for the inability to perform.

15.3. Suspension

STATE may immediately suspend its payment obligations under this Grant Agreement in the event funding is canceled, withdrawn or terminated, including in the event of a "government shutdown" due to the failure to have an approved budget by the legal deadline. Suspension of performance is temporary until funds become available again and does not release State from its obligations under the agreement.

16. DISCRIMINATION PROHIBITED BY MINNESOTA STATUTES §181.59.

Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier

or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. CERTIFICATION

By signing this Agreement, the RECIPIENT certifies that it is not suspended or debarred from receiving federal or state awards.

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

RECIPIENT

RECIPIENT certifies that
the appropriate
person(s) have executed
the Agreement on
behalf of RECIPIENT
required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

AND

By: _____

Title: City Administrator

Date: _____

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15.

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER of TRANSPORTATION, as delegated

By: _____

Date: _____

OFFICE of CONTRACT MANGEMENT, for form and execution

By: _____

Date: _____

2026 Financial Assistance and Payment Schedule

Legal Name	City of La Crescent
Contract Number	1060826
Contract Type or Program	Section 5307: Federal Urbanized Regular Route

Operating Assistance Breakdown		
Total Operating Assistance	\$411,100.00	
Federal Share (Based on Quarterly Installments)		
¹ Federal Share Amount	\$89,707.00	
Total Federal Operating Amount	\$89,707.00	
Local Share		
Local Statutory %	15.00%	
Local Share Amount	\$61,665.00	
State Share		
Total State Share Amount	\$259,728.00	
Schedule of State Payments	Due Date (By)	Total Amount
(1 st)	1/31/2026	\$64,932.00
(2 nd)	4/30/2026	\$64,932.00
(3 rd)	7/31/2026	\$64,932.00
(4 th)	10/31/2026	\$64,932.00

Note: State operating payments, when applicable, are paid as scheduled in accordance with Minn. Stat. 174.24 and adjusted as necessary based on the operating deficit.

¹Federal Share Amount: Subrecipient must apply to FTA for federal funds. The Federal Share Amount is for calculation purposes only.

RESOLUTION NO. 07-25-24

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

The City of La Crescent, Minnesota has resolved to apply for the 2026 Greater Minnesota Transit Operating Grant and enter into an Agreement with the State of Minnesota to provide public transportation in the City of La Crescent.

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

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

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

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

ADOPTED this 14th day of July, 2025.

SIGNED:

Mayor

ATTEST

City Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of La Crescent at an authorized meeting held on the 14th day of July, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
14th day of July, 2025

Notary Public

My Commission Expires

Jan. 31, 2030

(Signature)

(Type or Print Name)

(Title)



3.11



TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director
DATE: October 9th, 2025
RE: City of La Crosse – Maintenance agreement

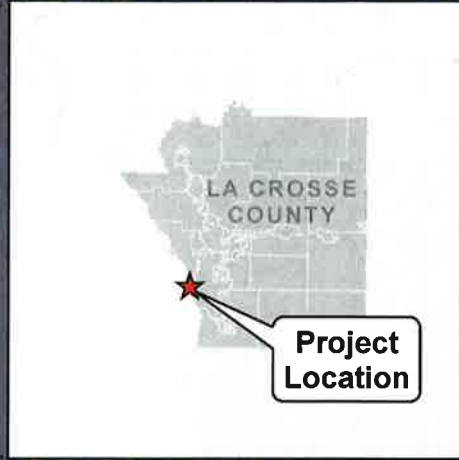
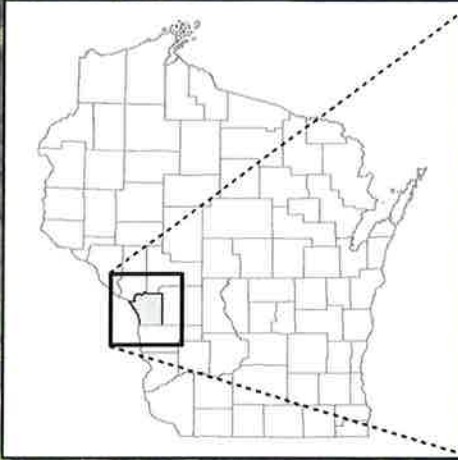
A handwritten signature in black ink, appearing to read "Tyler", is written over the "FROM" line of the letterhead.

The City of La Crosse has received a TAP grant to construct a bike and pedestrian bridge that would be attached to the north side of the west channel bridge on US 14/16/61. The project also includes widening, and improvements to, the existing path/sidewalk adjacent to the west bound vehicular lane from the Cass Street Bridge to Sportsman Landing in MN.

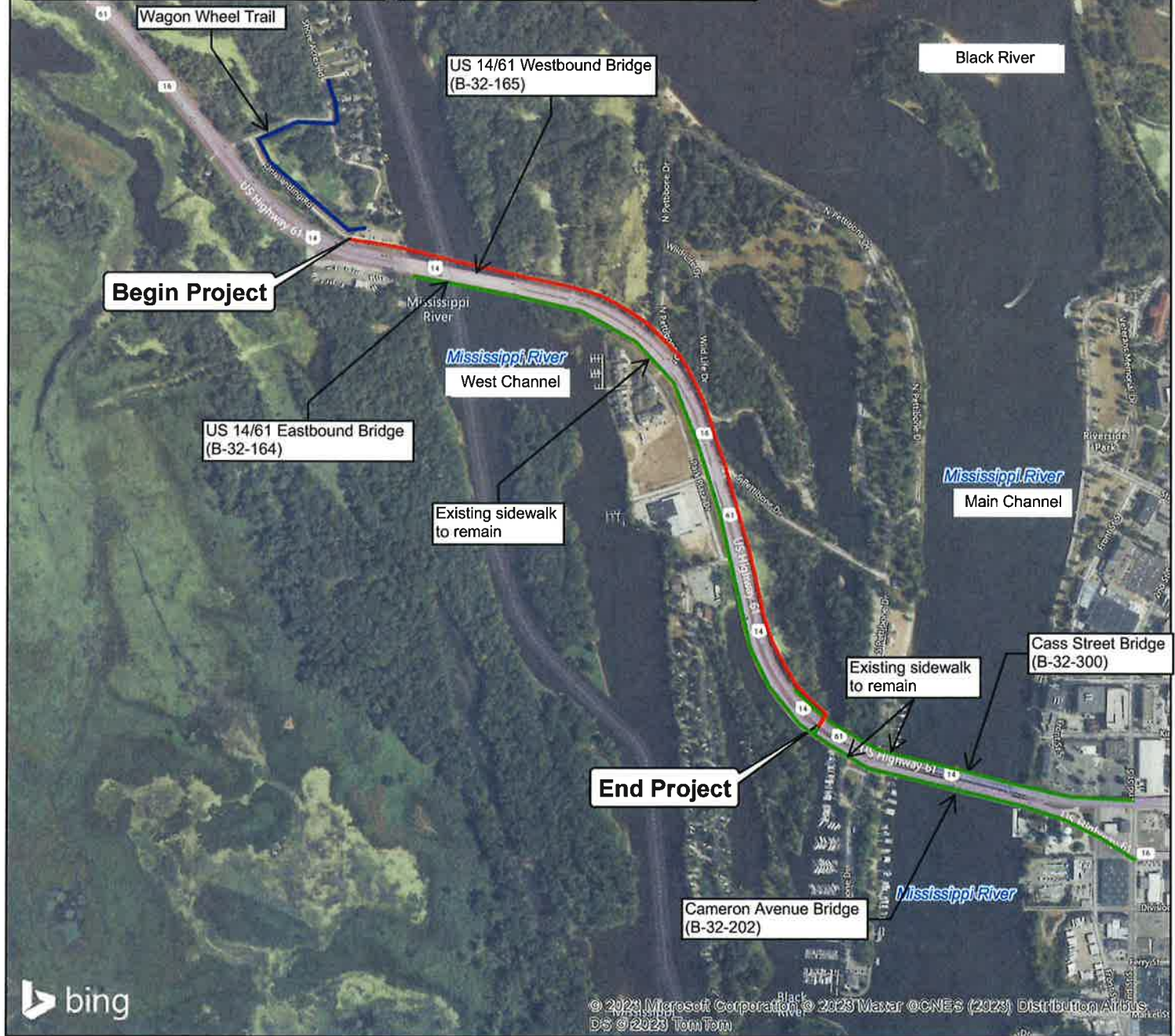
The anticipated project cost is \$7,000,000, the TAP grant is in the amount of \$4,010,400, the remaining cost will be funded by the City of La Crosse through a capital improvement plan. Construction is anticipated to begin August 2026. We have attached a copy of the project location and plans of the project.

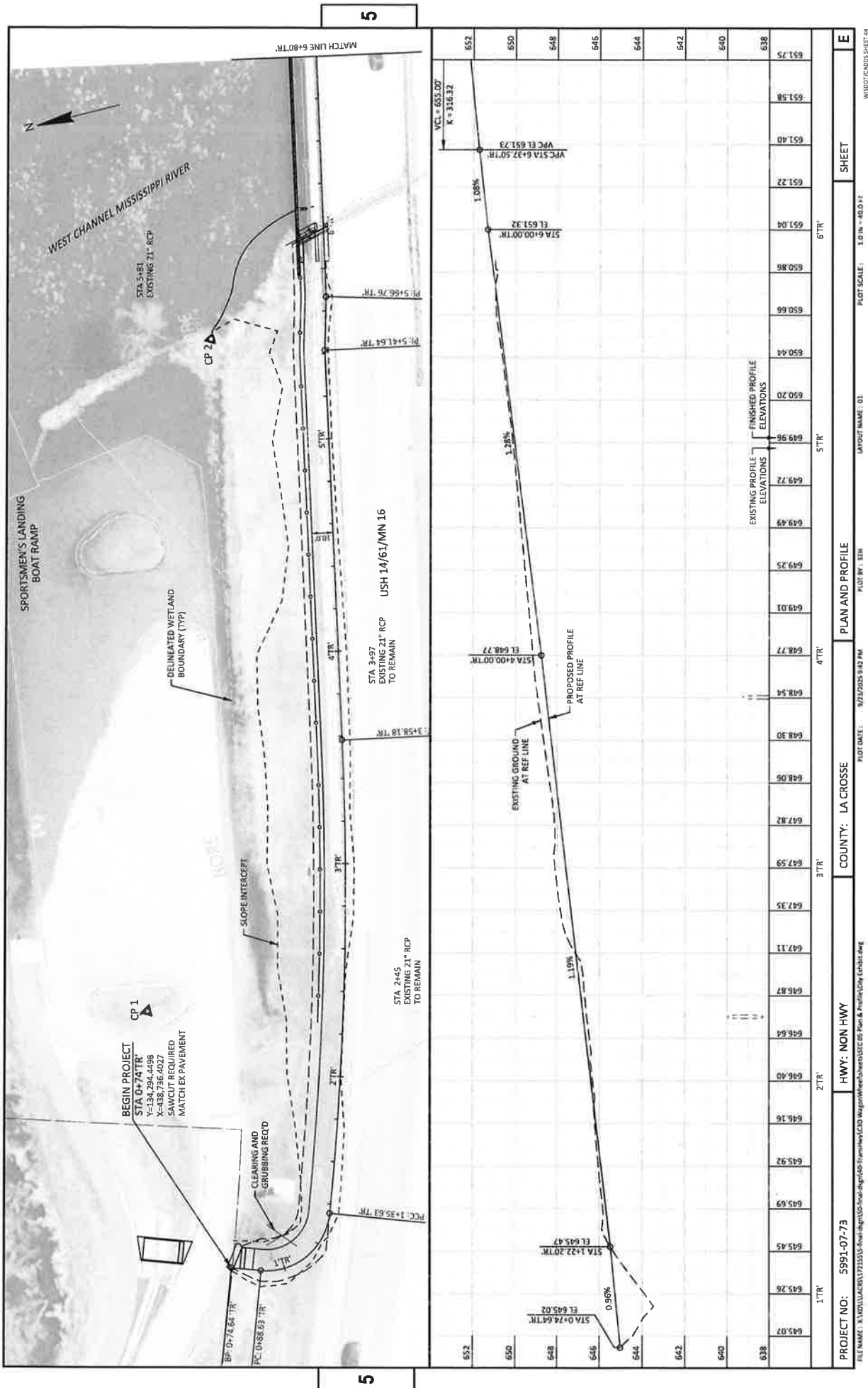
WISDOT is requiring the City of La Crosse to have a maintenance agreement for the project, due to insurance reasons the City of La Crosse can only maintain the path and bridge to the state line. We have been working with La Crosse to draft a maintenance agreement for the portion of the bridge and new path from Sportsman's land to the state line. The maintenance included in the agreement would be, fixing cracks and potholes in the asphalt, replacing and fixing any lighting and fencing, and maintain the removal of brush, debris, and snow.

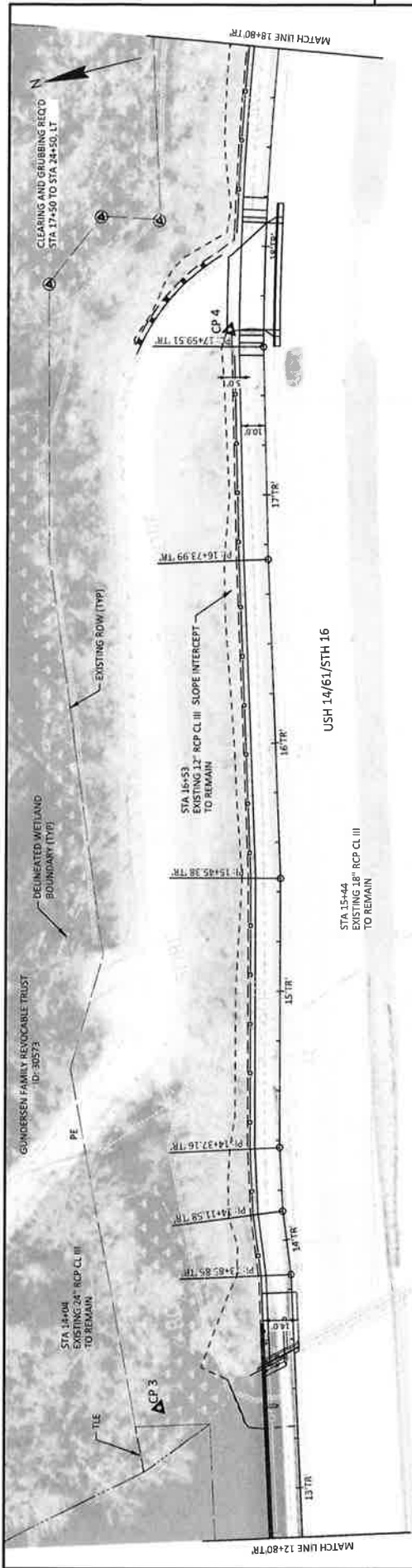
We will present a maintenance agreement at the October 27th meeting for City Council review and consideration.



Design ID: 5991-07-72
Construction ID: 5991-07-73
C La Crosse, Wagon Wheel Trail
La Crescent MN to C La Crosse
Non-Hwy
La Crosse County







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5

Station	Proposed Profile Elevation	Existing Ground Elevation	Grade (%)
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PROJECT NO: 5991-07-73		HWY: NON HWY		PLAN AND PROFILE	
FILE NAME: K:\MWD\ALACR05\724551-5-final\646020-01-ar\460200-Transverse\CD - Masonry\646020\SEC 05 Plan & Profile.dwg		PLOT DATE: 6/21/2025 10:42 AM		PLOT SCALE: 8.00 in = 100.00 ft	
COUNTY: LA CROSSE		PLOT BY: SHH		SHEET	
E		E		E	

#3.12



To: Honorable Mayor and City Council
From: Kara Tarrence, Finance Director *KLT*
Date: October 9, 2025
Re: 2024 Audit Update

I will be present at the City Council meeting on October 13, 2025 to provide an update on the 2024 Audit.

#3.13



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant
DATE: September 29, 2025
RE: License Application – Retail Sales of Cigarette & Other Tobacco Products

The owner of La Crescent Wine & Spirit has submitted a license application to make retail sales of cigarettes and other tobacco products. The application appears to be in order, and I would suggest that the City Council approve the license application for 2025.

#6.1

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: October 9th, 2025

SUBJECT: Aquatic Center Solar PV Ribbon Cutting Ceremony

La Crescent has completed installation of a 30.07 kW DC solar PV system on the La Crescent Aquatic Center. The community is invited to a ribbon cutting on October 27th, 2025 celebrating the completion of the solar panel installation at La Crescent Aquatic Center as part of the Solar on Public Buildings program. La Crescent received a Solar on Public Buildings grant from the Minnesota Department of Commerce Division of Energy Resources to cover 60% of the cost of this project.

The ribbon cutting ceremony begins at 4:00 p.m. in Frank J. Kistler Park. Guests are asked to enter the park from South 7th Street or South 6th Street via the new bike and pedestrian path. The project features 61 rooftop solar panels installed by Solar Connection which will generate approximately 34,000 kWh of electricity each year.