

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

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

1. CONSENT AGENDA

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

- 1.1 MINUTES – APRIL 8, 2024
- 1.2 BILLS PAYABLE THROUGH APRIL 19, 2024
- 1.3

2. PUBLIC HEARING/MEETING

5:00 – BOARD OF APPEAL AND EQUALIZATION MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 PLANNING COMMISSION MINUTES – APRIL 2, 2024
RE: CONDITIONAL USE PERMIT APPLICATION
- 3.2 AMEND PURCHASE AGREEMENT – CITY LOT
- 3.3 DEED REDEVELOPMENT GRANT AGREEMENT -
31 SOUTH WALNUT STREET PROJECT
- 3.4 SMIF - BREMMER PUBLIC ART AND PLACEMAKING
GRANT APPLICATION
- 3.5 LEASE AGREEMENT - HEALTHY COMMUNITY
PARTNERSHIP
- 3.6 REVIEW LOCAL CONTROL OPTIONS REGARDING
CANNABIS REGULATIONS
- 3.7 BICYCLE TOUR – RIDE TO CURE DIABETES
- 3.8 CALL FOR PUBLIC HEARING – SMALL CITIES GRANT
- 3.9 GAMBLING PERMIT APPLICATION
- 3.10 UPPER MISSISSIPPI RIVER WILDLIFE PROCLAMATION

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336 SOUTH FIRST STREET
APRIL 22, 2024
5:00 P.M.

4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 CPKC RAILROAD – STEAM TRAIN

6.2

6.3

6.4

6.5

7. CORRESPONDENCE

7.1

7.2

7.3

8. CHAMBER OF COMMERCE

8.1

9. ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

#1.1

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

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of April was called to order by Mayor Mike Poellinger at 5:07 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, April 8, 2024.

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

Also in attendance were Mayor for a Day essay winners, Betsy Kramer, and Delaney Small, and Fire Department Treasurer Todd Hase.

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – MARCH 25, 2024
- 1.2 BILLS PAYABLE THROUGH – APRIL 5, 2024

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – RECOGNIZE MAYOR FOR A DAY ESSAY WINNERS

City Council Member Teresa O'Donnell-Ebner and Library Director Jess Witkins gave an overview of the League of Minnesota Cities Mayor for a Day Essay contest. Three students from Crucifixion School were recognized as winners. Betsy Kramer, Delaney Small, and Mya Michaels. Ms. Kramer and Ms. Small were in attendance. Mayor Poellinger presented each with a commemorative gavel and invited them to participate in the meeting.

ITEM 3.2 – NATIONAL LIBRARY WEEK PROCLAMATION

Mayor for a Day Essay winner, Betsy Kramer reviewed the 2024 National Library Week Proclamation and requested City Council to proclaim April 7-13, 2024 as National Library Week. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO PROCLAIM APRIL 7-13, 2024 AS NATIONAL LIBRARY WEEK IN LA CRESCENT.

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

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

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

ITEM 3.3 – COMMISSION APPOINTMENTS

Mayor for a Day Essay winner, Delaney Small reviewed with City Council the recommendation to appoint Ben Wilde to the City's Bicycle and Pedestrian Advisory Committee, and Honor DiDonato to the City's Economic Development Commission. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE APPOINTMENT OF BEN WILDE TO THE CITY'S BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE, AND HONOR DIDONATO TO THE CITY'S ECONOMIC DEVELOPMENT COMMISSION.

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

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

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

ITEM 3.4 – 2024 LICENSE RENEWALS

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

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

MASSAGE TECHNICIAN – Heather Wilkerson
GAS INSTALLERS – Horman's HVAC, LLC

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

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

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

ITEM 3.5 – GAMBLING PERMIT APPLICATION

Mayor for a Day Essay winner, Delaney Small reviewed with City Council a Gambling Permit Application from the Lions Club of La Crescent for a raffle to be held on November 1, 2024, at the La Crescent Area Event Center. The application appears to be in order and it was recommended to City Council to approve the gambling permit application. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE A GAMBLING PERMIT APPLICATION FROM THE LIONS CLUB OF LA CRESCENT FOR A RAFFLE TO BE HELD ON NOVEMBER 1, 2024, AT THE LA CRESCENT AREA EVENT CENTER.

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

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

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

At this time Mayor Poellinger postponed Item 3.6 until Fire Department Treasurer Todd Hase was able to be in attendance and moved on to Item 3.7.

ITEM 3.7 CPL GRANT AGREEMENT – PINE CREEK PROJECT

City Council reviewed a request from Sustainability Coordinator Jason Ludwigson for City Council to adopt the Pine Creek Restoration Project Grant Agreement. A copy of the grant agreement was included. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO ADOPT THE PINE CREEK RESTORATION PROJECT GRANT AGREEMENT.

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

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

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

ITEM 3.8 – ENGINEERING AGREEMENT – PINE CREEK PROJECT

City Council reviewed a request from Sustainability Coordinator Jason Ludwigson for City Council to approve an engineering agreement with WHKS to begin work on the Pine Creek stream restoration project.

A copy of the agreement was included. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE AN ENGINEERING AGREEMENT WITH WHKS TO BEGIN WORK ON THE PINE CREEK STREAM RESTORATION PROJECT.

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

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

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

ITEM 3.9 – MnDOT AGREEMENT – BICYCLE/PEDESTRIAN BRIDGE

City Engineer Tim Hruska reviewed with City Council for approval a Resolution approving the City of La Crescent to enter into a MnDOT Agreement with the State of Minnesota, Department of Transportation. Following discussion, Member Jostad introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION 04-24-13

**A RESOLUTION APPROVING THE CITY OF LA CRESCENT TO ENTER INTO A
MNDOT AGREEMENT WITH THE STATE OF MINNESOTA, DEPARTMENT OF
TRANSPORTATION**

IT IS RESOLVED that the City of La Crescent enter into MnDOT Agreement No. 1032674 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to South 1st Street from Walnut Street to Street End, and upon, along, and adjacent to South Chestnut Street from Sycamore Access to Main Street, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

ADOPTED this 8th day of April, 2024

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

At this time Mayor Poellinger returned to Item 3.6.

ITEM 3.6- FIRE DEPARTMENT RELIEF ASSOCIATION PENSION INCREASE

City Council reviewed a Memo from Fire Department Treasurer, Todd Hase with a request to increase the fire department member's annual benefit amount from \$5,100 to \$5,400. The Relief Association has adequate funds available to support the increase without any financial impact on the City. Treasurer Hase was in attendance to answer questions. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE AN INCREASE TO THE FIRE DEPARTMENT MEMBER'S ANNUAL BENEFIT AMOUNT FROM \$5,100 TO \$5,400.

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

Cherryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes

Dale Williams

Yes

and Members Hutchinson and Poellinger abstained. The motion was declared duly carried by a 3-0 vote.

ITEM 3.10 – WAGON WHEEL PROJECT – PHASE 3 CLOSEOUT

City Engineer Tim Hruska and City Administrator Bill Waller reviewed with City Council three items regarding the Wagon Wheel Project – Phase 3 Closeout.

1. City Engineer Hruska reviewed with City Council for approval of the final payment to Icon Construction for the completion of the Wagon Wheel Bicycle and Pedestrian Bridge Construction, contingent upon receiving final clearance from the Civil Rights Office in the amount of \$8,674.22. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE FINAL PAYMENT TO ICON CONSTRUCTION FOR THE COMPLETION OF THE WAGON WHEEL BICYCLE AND PEDESTRIAN BRIDGE IN THE AMOUNT OF \$8,674.22, CONTINGENT UPON RECEIVING FINAL CLEARANCE FROM THE CIVIL RIGHTS OFFICE.

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

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

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

2. City Administrator Waller reviewed with City Council for approval an amendment to the professional services agreement with WHKS related to additional work that was not planned for nor included in the original scope of the project. The increase is for an additional \$20,000 in design engineering services. It was recommended that City Council approve the increase with the \$20,000 being paid from the Municipal State Aid funds received from the Minnesota Department of Transportation. A copy of the amended agreement was included. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHKS IN THE AMOUNT OF \$20,000 FOR DESIGN ENGINEERING SERVICES WITH THE AMOUNT PAID FROM THE MUNICIPAL STATE AID FUNDS RECEIVED FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION.

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

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

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

3. City Administrator Waller reviewed with City Council for approval the final payment to WHKS for professional services in the amount of \$33,854.35. The cost will be included in the final payment request that will be submitted to MnDOT State Aid. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE FINAL PAYMENT TO WHKS FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$33,854.35 WHICH WILL BE INCLUDED IN THE FINAL PAYMENT REQUEST SUBMITTED TO MNDOT STATE AID.

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

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

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

ITEM 3.11- ENGINEERING AGREEMENT – IIJA PLANNING PROJECT

City Engineer Tim Hruska reviewed with City Council for approval a Resolution approving the State Funded Program for IIJA Discretionary Grant Assistance. Following discussion, Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION 04-24-14

**State Funded Program for IIJA Discretionary Grant Assistance
Terms and Conditions
SAP 236-589-001**

April 8, 2024

WHEREAS, the City of La Crescent has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$29,500 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of La Crescent does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

ADOPTED this 8th day of April, 2024

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.12 – MIGHTY DUCKS GRANT AGREEMENT

Community Development Director Larry Kirch (via Zoom) reviewed with City Council for approval, the Minnesota Amateur Sports Commission James Metzen Mighty Ducks Grant in the amount of \$27,800 to assist the city in funding life-safety improvements to the ice arena that are necessary for eventual conversion to a new ice system from the current R-22 system. It was recommended that City Council approve the grant amount of \$27,800 with a project match of \$14,800 from the city's 2024 general fund recreation budget and \$13,000 from Lancer Youth Hockey for a total of \$27,800. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE MINNESOTA AMATEUR SPORTS COMMISSION JAMES METZEN MIGHT DUCKS GRANT IN THE AMOUNT OF \$27,800 WITH A PROJECT MATCH OF \$14,800 FROM THE CITY'S 2024 GENERAL FUND BUDGET AND \$13,000 FROM LANCER YOUTH HOCKEY FOR A TOTAL OF \$27,800 TO ASSIST IN FUNDING LIFE-SAFETY IMPROVEMENTS TO THE ICE ARENA THAT ARE NECESSARY FOR EVENTUAL CONVERSION TO A NEW ICE SYSTEM.

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

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

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

ITEM 3.13 – LOCAL ROAD IMPROVEMENT PROGRAM AWARD

Community Development Director Larry Kirch (via Zoom) reviewed with City Council the MnDOT Local Road Improvement Program (LRIP) Letter of Award for Walnut Street/Walnut Place. This was informational only, no action required.

ITEM 3.14 – MN CONVENTION & VISITORS BUREAU MEETING

Community Development Director Larry Kirch (via Zoom) reviewed with City Council the Minnesota Association of Convention and Visitors Bureaus (MACVB) Annual Meeting will be held in La Crescent October 2-4, 2024 at the La Crescent Event Center. This was informational only, no action required.

ITEM 3.15 – PERSONNEL COMMITTEE RECOMMENDATIONS

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

1. The Personnel Committee is recommending that the City Council accept Doug Goede's Resignation as a Groundskeeper at Pine Creek Golf Course. A copy of Mr. Goede's resignation letter was included.

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

MOTION TO ACCEPT DOUG GOEDE'S RESIGNATION AS GROUNDSKEEPER AT PINE CREEK GOLF COURSE.

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

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

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

2. The Personnel Committee is recommending that the City Council hire Colton Boettcher as a Groundskeeper at Pine Creek Golf Course to fill the vacancy created by Doug Goede's resignation. Pursuant to the terms of the Union contract, Mr. Boettcher will serve a 120-calendar day probationary period. A letter from the Golf Course Superintendent regarding the recommendation was included.

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

MOTION TO APPROVE THE HIRE OF COLTON BOETTCHER AS GROUNDSKEEPER AT PINE CREEK GOLF COURSE TO FILL THE VACANCY CREATED BY DOUG GOEDE'S RESIGNATION AND PURSUANT TO THE TERMS OF THE UNION CONTRACT, MR. BOETTCHER WILL SERVE A 120-CALENDAR DAY PROBATIONARY PERIOD.

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

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

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

ITEM 3.16 – REVIEW SOLAR GARDEN SUBSCRIPTION AGREEMENT

City Attorney Skip Wieser reviewed with City Council a recent MN Public Utilities Commission decision and the impact on future solar allocations from the City's solar garden subscription agreement. The decision could decrease the anticipated savings due to added bill credits over twenty-five (25) years. It was recommended that City Council authorize City Administrator Waller and City Attorney Wieser to communicate with the City of Winona, Winona County, and Winona State University to see what can be done on a regional level to preserve any potential claim the City may have in the matter. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO AUTHORIZE CITY ADMINISTRATOR WALLER AND CITY ATTORNEY WIESER TO MONITOR THE MN PUBLIC UTILITIES COMMISSION DECISION AND TAKE ACTION TO PRESERVE ANY POTENTIAL CLAIM THE CITY MAY HAVE.

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

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

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

ITEM 3.17 – BIG BIKES FOR LITTLE TIKES REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting the City Council approve a Big Bikes for Little Tikes Event to be held at Schmitt's Time-Out Tavern on Saturday, May 18th, 2024 from 12:00 p.m. – 6:00 p.m. hosted by 95.7 The Rock. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE 95.7 THE ROCK TO HOST A BIG BIKES FOR LITTLE TIKES EVENT TO BE HELD AT SCHMITTY'S TIME-OUT TAVERN ON SATURDAY, MAY 18TH, 2024 FROM 12:00 P.M. – 6:00 P.M.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 LA CRESCENT OUTDOOR PERFORMANCE VENUE

City Council reviewed the March 25, 2024 edition of the La Crescent Outdoor Performance Venue.

6.2 PARK LIGHTING UPGRADES

City Council reviewed a memo from Sustainability Coordinator Jason Ludwigson regarding Kistler Park and Old Hickory Park lighting.

There being no further business to come before the Council at this time, Member Hutchinson 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;

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:43 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: April 19, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending April 19, 2024. We would suggest that the City Council approve the payment of the bills payable as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ABILITY BUILDING CENTER INC						
19927	FD - CLEANING STATION	03/31/2024	201.00	.00		
19927	FD - CLEANING COMM RM	03/31/2024	344.50	.00		
19928	CITY HALL - CLEANING	03/31/2024	106.92	.00		
19928	CITY HALL - SHREDDING	03/31/2024	47.32	.00		
Total 8085:			699.74	.00		
AHLSCHLAGER, LUKE M.						
4/12/24-4/17/24	REIMB - MEAL & PARKING FOR TRAINING	04/17/2024	45.00	.00		
Total 8274:			45.00	.00		
AMAZON CAPITAL SERVICES						
11HW-CHJT-H4K	LIBRARY- BOOKS GRANT FUNDED	04/16/2024	19.72	.00		
11X4-T1QW-4RC	CITY - CLEANING SUPPLIES	04/15/2024	11.91	.00		
16KD-4GKD-9H6	GC - RECEIPT PAPER FOR CASH REGISTER	04/05/2024	67.95	.00		
16Q1-XDRK-C33	LIBRARY - BOOKS	04/15/2024	14.95	.00		
1CDJ-4XL6-QTV	LIBRARY- BOOKS GRANT FUNDED - NNLM GRANT	04/08/2024	114.11	.00		
1GH1-3JY4-4KX	LIBRARY- BOOKS GRANT FUNDED - NNLM GRANT	04/15/2024	1,442.39	.00		
1GJW-K4KY-6N	LIBRARY- BOOKS GRANT FUNDED - NNLM GRANT	04/11/2024	856.11	.00		
1H4G-WT9V-VP4	LIBRARY - PROGRAM SUPPLIES	03/17/2024	76.33	.00		
1KJJ-3KFH-9P1	LIBRARY- BOOKS GRANT FUNDED - NNLM GRANT	04/11/2024	24.61	.00		
1M66-VY6R-9W4	LIBRARY- BOOKS GRANT FUNDED - NNLM GRANT	04/15/2024	20.97	.00		
1QC4-J7DH-TQH	LIBRARY - KLEENEX	04/09/2024	30.05	.00		
1TRP-V36T-KQ7	LIBRARY - BOOKS	04/12/2024	19.21	.00		
1TRP-V36T-RCG	LIBRARY - PROCESSING MATERIALS	04/13/2024	62.18	.00		
1VWL-FJT3-1H6	LIBRARY - OFFICE SUPPLIES	04/09/2024	89.98	.00		
1W41-Q7QY-1C	PARKS - WINDOW TINT FOR WIESER PARK	04/09/2024	42.17	.00		
1XRN-HRNJ-NL	LIBRARY- BOOKS GRANT FUNDED	03/16/2024	32.53	.00		
1Y4N-XPL6-MCK	LIBRARY- BOOKS GRANT FUNDED	04/17/2024	21.95	.00		
Total 9956:			2,947.12	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#54	MAINTENANCE BLDG - SOLAR	04/01/2024	387.07	.00		
#54	ANIMAL RESCUE - SOLAR	04/01/2024	198.47	.00		
#54	RADIUM PLANT - SOLAR	04/01/2024	387.07	.00		
Total 9859:			972.61	.00		
AT&T MOBILITY						
3/24 FIRE	FD - WIRELESS	03/31/2024	51.60	.00		
Total 9870:			51.60	.00		
BAKER & TAYLOR						
2038142804	LIBRARY - BOOKS GRANT FUNDED	03/05/2024	252.31	.00		
2038159596	LIBRARY - BOOKS GRANT FUNDED	03/13/2024	1,253.58	.00		
2038163874	LIBRARY - BOOKS GRANT FUNDED	03/14/2024	188.80	.00		
2038178595	LIBRARY - BOOKS GRANT FUNDED	03/21/2024	268.94	.00		
H68136810	LIBRARY - DVD'S	03/12/2024	22.46	.00		
H68136811	LIBRARY - DVD'S	03/12/2024	28.48	.00		
H68370030	LIBRARY - DVD'S	03/29/2024	29.99	.00		
Total 8022:			2,044.56	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
BAYCOM, INC						
SRVCE00000004	FD - 18 NEW PAGERS - PSA FUNDS	04/15/2024	7,842.78	.00		
Total 262:			7,842.78	.00		
BOB'S SERVICE						
939083	GC - NEW MOP SINK INSTALL	04/02/2024	945.60	.00		
Total 8841:			945.60	.00		
BOUND TREE MEDICAL, LLC						
2621314	FD - MEDICAL SUPPLIES	03/01/2024	509.99	.00		
2623447	FD - FIRE MARSHALL VEHICLE UPFIT - PSA FUNDS	03/12/2024	4,863.28	.00		
2623447	FD - MEDICAL SUPPLIES	03/12/2024	39.95	.00		
2626728	FD - MEDICAL SUPPLIES	03/29/2024	428.51	.00		
2626729	FD - MEDICAL SUPPLIES	03/29/2024	56.04	.00		
Total 9621:			5,897.77	.00		
BROWNSVILLE FIRE DEPARTMENT						
4/24 SPRING MT	FD - SRING MTG TRI COUNTY FF ASSOC	04/10/2024	60.00	.00		
Total 9467:			60.00	.00		
CINTAS CORPORATION						
4185894141	CITY HALL - MATS, CLEANING RAGS & TOWELS	03/11/2024	78.65	.00		
4187306610	CITY HALL - MATS, CLEANING RAGS & TOWELS	03/25/2024	78.65	.00		
4187306644	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	03/25/2024	37.30	.00		
Total 9696:			194.60	.00		
CITY TREASURER'S OFFICE						
195792 - Q4#2	2023 QTR4 DIFFERENCE IN INVOICE	12/31/2023	9.00	.00		
195812 - MARCH	WASTEWATER TO LA CROSSE	03/31/2024	29,931.60	.00		
Total 1086:			29,940.60	.00		
CLEARWAY COMMUNITY SOLAR LLC						
2/24 STMT	608 S 7TH ST - TENNIS COURT LIGHTS	02/29/2024	8.17	.00		
2/24 STMT	200 STONEY POINT RD - WELL HOUSE	02/29/2024	648.24	.00		
2/24 STMT	407 ORCHARDVIEW - BOOSTER STATION	02/29/2024	247.57	.00		
2/24 STMT	1450 HWY 16 - LIFT STATION	02/29/2024	24.33	.00		
2/24 STMT	110 MIDNIGHT ST - LIFT STATION	02/29/2024	42.44	.00		
2/24 STMT	219 CHESTNUT ST - BRIDGE LIGHT	02/29/2024	45.76	.00		
2/24 STMT	31 MCINTOSH RD - LIFT STATION	02/29/2024	9.23	.00		
2/24 STMT	336 S1ST ST - COMM BLDG	02/29/2024	125.76	.00		
2/24 STMT	722 N 2ND ST - RADIUM PLANT	02/29/2024	1,623.18	.00		
2/24 STMT	321 MAIN ST - LIBRARY	02/29/2024	133.58	.00		
2/24 STMT	400 LARCH AVE - WELL 2	02/29/2024	530.20	.00		
2/24 STMT	523 S CHESTNUT ST - ANIMAL SHELTER	02/29/2024	32.83	.00		
2/24 STMT	1200 JONATHAN LN - PARK SHELTER	02/29/2024	34.93	.00		
2/24 STMT	193 MCINTOSH RD - BOOSTER STATION	02/29/2024	149.65	.00		
2/24 STMT	209 S WALNUT ST - LAC SIGN	02/29/2024	11.47	.00		
2/24 STMT	1323 SPRUCE DR - ABNET FIELDS	02/29/2024	25.65	.00		
2/24 STMT	520 S 14TH ST - ICE ARENA	02/29/2024	2,090.24	.00		
2/24 STMT	608 S 7TH ST - POOL	02/29/2024	417.70	.00		
2/24 STMT	202 MAIN ST - FLAG LIGHT	02/29/2024	2.59	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2/24 STMT	219 MAIN ST - UNIT LIGHTS	02/29/2024	63.85	.00		
Total 9854:			6,267.37	.00		
CULLIGAN WATER CONDITIONING						
285X21293703	CITY HALL - WATER COOLER RENTAL	04/01/2024	39.95	.00		
285X21293703	PD - WATER COOLER RENTAL	04/01/2024	39.99	.00		
285X21293703	MAINT - WATER COOLER RENTAL	04/01/2024	39.95	.00		
285X21316504	FD - WATER COOLER RENTAL	04/01/2024	39.95	.00		
Total 231:			159.84	.00		
CURTIS PRINTING CO INC						
62973	GC - GIFT CERTIFICATES	04/19/2024	71.00	.00		
Total 245:			71.00	.00		
DAVY LABORATORIES						
24D0234	WATER - SAMPLES	04/11/2024	99.00	.00		
Total 312:			99.00	.00		
EMERGENCY AUTOMOTIVE TECH						
BA02272432G	FD - FIRE MARSHALL UPFIT - PUBLIC SAFETY AID FUND	04/12/2024	1,525.66	.00		
BA03122432F	FD - FIRE MARSHALL UPFIT - PUBLIC SAFETY AID FUND	04/10/2024	2,641.35	.00		
Total 9401:			4,167.01	.00		
GOVERNMENT FINANCE OFFICERS ASSOCIATION						
0284890	MEMBERSHIP - KARA TARRENCE 4/01/24 - 3/31/25	04/01/2024	170.00	.00		
0284892	MEMBERSHIP - AMY JORE 4/01/24 - 3/31/25	04/01/2024	150.00	.00		
Total 10168:			320.00	.00		
HAWKINS INC.						
6731855	WATER PLANT - CHEMICALS	04/15/2024	40.00	.00		
Total 512:			40.00	.00		
HOUSTON CNTY TREASURER						
3374	2ND QTR SOLID WASTE FEES	04/01/2024	28,668.00	.00		
Total 1501:			28,668.00	.00		
ICON CONSTRUCTORS, LLC						
PAY REQ FINAL	WAGON WHEEL TRAIL PHASE 3	12/31/2023	8,674.22	.00		
Total 9990:			8,674.22	.00		
J.P. COOKE COMPANY						
830099	B&Z - OFFICE SUPPLIES	04/11/2024	64.20	.00		
Total 925:			64.20	.00		
JMK SPORTS INC.						
64903	GC - TEE TIME PADS	04/04/2024	288.88	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 934:			288.88	.00		
LA CRESCENT AUTO REPAIR, INC						
29591	PD- P21 VEHICLE MAINTENANCE	04/05/2024	21.60	.00		
29616	PD- P17 MAINTENANCE	04/05/2024	60.89	.00		
29693	PD- P19 VEHICLE MAINTENANCE	04/05/2024	51.18	.00		
Total 8168:			133.67	.00		
LA CRESCENT BASEBALL ASSOCIATION						
2024 AD	GC-BASEBALL YEARBOOK AD	04/01/2024	100.00	.00		
Total 1095:			100.00	.00		
LA CRESCENT CHAMBER OF COMMERC						
104	GC - AD IN VISITORS GUIDE	04/09/2024	320.00	.00		
Total 1142:			320.00	.00		
LA CROSSE GLASS & OVERHEAD DOOR CO.						
347039	FD - 3 NEW DOOR OPENERS WITH BATTERY BACKUP	04/10/2024	5,535.00	.00		
Total 2471:			5,535.00	.00		
LUDWIGSON, JASON						
4/18/24 REIMB	REIMB - LODGING FOR MN TREE INSPECTOR TRAINING	04/18/2024	151.13	.00		
Total 9632:			151.13	.00		
MENARDS-LA CROSSE						
97492	GC - CLUBHOUSE REPAIR	04/03/2024	12.98	.00		
97492	GC - RAIN SHELTERS	04/03/2024	215.30	.00		
97535	GC - CLEANING SUPPLIES	04/04/2024	19.02	.00		
97535	GC - RAIN SHELTERS	04/04/2024	544.36	.00		
97608	HCP HOUSE - DOOR REPAIR	04/05/2024	241.56	.00		
97608	LIBRARY - BLDG REPAIR	04/05/2024	13.55	.00		
97941	GC - CHEMICALS	04/12/2024	35.14	.00		
97941	GC - CLEANING SUPPLIES	04/12/2024	46.98	.00		
97941	GC - RAIN SHELTERS	04/12/2024	239.34	.00		
97941	GC - REPAIR EQUIPMENT	04/12/2024	35.67	.00		
Total 1352:			1,403.90	.00		
MIDWEST FAMILY LACROSSE						
MCC-124035077	GC - RADIO ADS	03/31/2024	1,500.00	.00		
Total 10080:			1,500.00	.00		
MIDWEST TAPE						
505289772	LIBRARY- BOOKS GRANT FUNDED	04/04/2024	64.99	.00		
Total 9851:			64.99	.00		
MIENERGY COOPERATIVE						
3/24 STMT	ELECT UTILITIES-GC POP MACH.	03/31/2024	71.43	71.43	04/19/2024	
3/24 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	03/31/2024	176.35	176.35	04/19/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3/24 STMT	ELECT UTILITIES - WIESER PARK	03/31/2024	540.94	540.94	04/19/2024	
3/24 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	03/31/2024	230.00	230.00	04/19/2024	
3/24 STMT	ELECT UTILITIES-GC CLUBHOUSE	03/31/2024	324.85	324.85	04/19/2024	
3/24 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	03/31/2024	135.11	135.11	04/19/2024	
Total 2012:			1,478.68	1,478.68		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
04/12/24PR0015	MN CHILD SUPPORT	04/15/2024	640.97	640.97	04/15/2024	
Total 9597:			640.97	640.97		
MINNESOTA ENERGY RESOURCES INC						
3/24 STMT	ANIMAL SHELTER- GAS UTILITIES	03/31/2024	74.95	74.95	04/19/2024	
3/24 STMT	LIBRARY- GAS UTILITIES	03/31/2024	92.22	92.22	04/19/2024	
3/24 STMT	PUMP HOUSE ORCHARDVIEW	03/31/2024	64.47	64.47	04/19/2024	
3/24 STMT	CONTROL BLDG - GAS UTILITIES	03/31/2024	67.76	67.76	04/19/2024	
3/24 STMT	ICE ARENA- GAS UTILITIES	03/31/2024	744.61	744.61	04/19/2024	
3/24 STMT	CITY HALL - GAS UTILITIES	03/31/2024	171.40	171.40	04/19/2024	
3/24 STMT	MAINT BLDG - GAS UTILITIES	03/31/2024	430.96	430.96	04/19/2024	
3/24 STMT	PUMP HOUSE MCINTOSH	03/31/2024	57.14	57.14	04/19/2024	
3/24 STMT	COMMUNITY BLDG- GAS UTILITIES	03/31/2024	337.35	337.35	04/19/2024	
3/24 STMT	ABNET RESTROOMS - GAS UTILITIES	03/31/2024	132.47	132.47	04/19/2024	
Total 8171:			2,173.33	2,173.33		
MN UNEMPLOYMENT INSURANCE						
CITY 1ST QTR 2	PD - UNEMPLOYMENT INSURANCE BENEFIT	04/09/2024	76.30	.00		
Total 1321:			76.30	.00		
MORRIS ELECTRONICS INC.						
7309	EMAILS FROM CHERYL JOSTAD ABOUT COMPUTER NEE	03/08/2024	100.00	.00		
7567	FD- FIRE MARSHALL UPFIT FOR VEHICLE PSA FUNDS	03/28/2024	711.05	.00		
Total 10081:			811.05	.00		
MSA PROFESSIONAL SERVICES INC						
003594	ADA- TRANSITION PLAN	03/15/2024	12,999.98	.00		
Total 9388:			12,999.98	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1287005	GC - BEER FOR RESALE- CREDIT	04/11/2024	24.40-	.00		
1287046	GC - BEER FOR RESALE	04/11/2024	583.70	.00		
Total 2311:			559.30	.00		
OLSON, BARB						
REIMB	REPAIR IN SE CORNER OF YARD - 404 BACKSTRETCH C	04/10/2024	362.25	.00		
Total 10169:			362.25	.00		
PENDELTON TURF SUPPLY INC						
8223	GC - GARBAGE CANS FOR COURSE & BALL WASHERS	03/31/2024	1,627.00	.00		
8277	GC - BALL WASHER REPAIR PARTS	04/04/2024	700.57	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9169:			2,327.57	.00		
PETERSON, KALEB						
4/2/24 REIMB	REIMBURSE- FUEL COST	04/02/2024	36.13	.00		
Total 10154:			36.13	.00		
SCHNEIDER HEATING & AIR COND.						
ME-2024-445	REFUND DUPLICATE MECHANICAL PERMIT PAYMENT	04/08/2024	36.00	.00		
Total 1932:			36.00	.00		
SIGNARAMA						
INV-5266	PD - GRAPHICS FOR TESLA - PSA FUNDS	04/10/2024	62.80	.00		
Total 9831:			62.80	.00		
STAR TRIBUNE						
4/19/24 - 4/18/25	LIBRARY SUBSCRIPTION RENEWAL - 52 WEEKS	04/06/2024	473.62	.00		
Total 1866:			473.62	.00		
THE BUYERS EX-PRESS						
4012	GC - ADVERTISING	04/05/2024	150.00	.00		
Total 9513:			150.00	.00		
ULINE						
176144108	PD - SAFETY EQUIPMENT	03/27/2024	496.72	.00		
176281028	CITY HALL - OFFICE FURNITURE	03/29/2024	284.03	.00		
Total 9422:			780.75	.00		
VERIZON WIRELESS						
9960273155	FD - MOBILE	03/31/2024	180.09	.00		
9960591628	WATER DEPT - WIRELESS	03/31/2024	57.31	.00		
9960591628	SEWER DEPT - WIRELESS	03/31/2024	57.31	.00		
Total 8973:			294.71	.00		
WATER SYSTEMS CO.						
689325	LIBRARY - WATER	03/28/2024	38.00	.00		
692943	LIBRARY - WATER COOLER RENTAL	03/31/2024	8.00	.00		
Total 8605:			46.00	.00		
WHKS & CO.						
49698	WAGON WHEEL PHASE 3 BRIDGE CONSTRUCTION TECH	12/31/2023	33,854.35	.00		
49700	WAGON WHEEL PHASE 3 BRIDGE - AESTHETIC ARCH	12/31/2023	20,000.00	.00		
50691	2023 CPL GRANT ASSISTANCE	02/23/2024	376.64	.00		
50692	FLOOD RESILIENCY PLAN	02/23/2024	8,862.50	.00		
50800	FEASIBILTY STUDY OF CRESCENT HILLS SANTIARY SE	03/29/2024	1,694.40	.00		
Total 8290:			64,787.89	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WIESER, MATTHEW						
2024 SHOE	SHOE REIMBURSEMENT	04/12/2024	174.02	.00		
Total 9920:			174.02	.00		
WOODY'S TREE SERVICE						
4/5/24	CUT & TRIM TREES AT NEW DOG PARK	04/05/2024	500.00	.00		
Total 10170:			500.00	.00		
XCEL ENERGY						
3/24 STMT	ABNET FIELDS - 1323 SPRUCE	03/31/2024	15.83	.00		
3/24 STMT	WWTP - 222 HWY 16	03/31/2024	215.42	.00		
3/24 STMT	WELL #2- 400 LARCH	03/31/2024	790.66	.00		
3/24 STMT	SHORE ACRES - GRINDER PUMPS	03/31/2024	204.93	.00		
3/24 STMT	RADIUM PLANT - 722 N 2ND ST	03/31/2024	225.77	.00		
3/24 STMT	ICE ARENA - 520 S 14TH ST	03/31/2024	959.64	.00		
3/24 STMT	SIGN LIGHT - 525 S CHESTNUT	03/31/2024	2.26	.00		
3/24 STMT	LIBRARY - 321 MAIN ST	03/31/2024	33.25	.00		
3/24 STMT	WELL HOUSE - 200 STONEY PT RD	03/31/2024	1,172.95	.00		
3/24 STMT	RESERVOIR - 1026 CRESCENT HILLS	03/31/2024	9.95	.00		
3/24 STMT	UNIT STREET LIGHTS - 33 S WALNUT	03/31/2024	52.53	.00		
3/24 STMT	PARK SHELTER - 1200 JONATHAN	03/31/2024	11.44	.00		
3/24 STMT	LIFT STATION - 31 MCINTOSH E	03/31/2024	4.79	.00		
3/24 STMT	STREET LIGHTS - PO BOX 142	03/31/2024	6,739.67	.00		
3/24 STMT	FLAG LIGHT - 226 MAIN	03/31/2024	21.23	.00		
3/24 STMT	CITY HALL - 315 MAIN ST	03/31/2024	604.12	.00		
Total 1410:			11,064.44	.00		
Grand Totals:			209,505.98	4,292.98		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

5:00 Public Meeting

Notice of Local Board of Appeal and Equalization Important Information Regarding Property Assessments This may affect your 2025 property taxes

NOTICE IS HEREBY GIVEN, that the Board of Appeal and Equalization for the City of La Crescent in Houston and Winona County, Minnesota, will meet at the La Crescent Community Building 336 South 1st St., La Crescent, Minnesota, at 5:00 o'clock P.M., on Monday, the 22nd day of April 2024.

The purpose of this meeting is to determine whether taxable property in the jurisdiction has been properly valued and classified by the assessor and to determine whether corrections need to be made.

If you believe the value or classification of your property is incorrect, please contact your assessor's office to discuss your concerns. If you disagree with the valuation or classification after discussing it with your assessor, you may appear before the local board of appeal and equalization. The board will review your assessments and may make corrections as needed. You must appeal to the local board of appeal and equalization before appealing to the county board of appeal and equalization.

Given under my hand this 25th day of March 2024.

Angie Boettcher
City Clerk
City of La Crescent



Houston County

2024

LOCAL BOARD OF APPEAL
AND EQUALIZATION,
CITIES AND TOWNSHIPS

PREPARED BY:

Houston County Assessor's Office
304 South Marshall Street
Caledonia, MN 55921
507-725-5801

Local Board of Appeal & Equalization Rules & Duties

- Can reduce the value of a property.
- Can add properties to the assessment list that have been omitted.
- Can add improvements to the assessment list.
- Can change the classification of a property.
- Cannot consider prior year assessments.
- Cannot order percentage increases or decreases for an entire class of property.
- Cannot reduce the aggregate assessment of the taxing jurisdiction by more than 1 percent.
- Cannot exempt property.
- Cannot make changes benefitting a property owner who refuses entry by the assessor.
- Appeals must be based on facts. The property owner must present supporting evidence to convince the board that the current year valuation or classification is incorrect. The supporting evidence can be presented in person, through a letter, or through an authorized representative.

Minnesota Department of Revenue Rules on Equalization

- Median sales ratios are used for equalization when a valid sample is available.
- 6 qualifying sales in any taxing district in any property class constitutes a valid sample.
- Jurisdictions without valid samples are subject to review based on 5-year trends.
- Local effort is the percent of change in a property class excluding new construction & class shifts.
- Local effort should result in an adjusted sales ratio between 90 and 105 percent.
- Adjusted ratios under 90 percent could result in a state ordered increase.
- Adjusted ratios over 105 percent could result in a state ordered decrease.
- Typically, increases of over 20 percent will not result in further changes.
- Farmland values may be changed if border values are not within 10% of adjoining counties.
- State board orders are not subject to appeal.

Site Value Accounts For

- Access
- Cost of 1st Acre
- Electric
- Excavating
- Sewer
- Site Preparation
- Utility Hook-ups Gas/LP
- Well

BUILDING SITES – 2025	LVAL CODE	UNIT PRICE	
WELL/HOUSE-GARAGE/COMMERCIAL	(A-001800)	\$50,000	ONLY
WELL/HOUSE-GARAGE	(B-001300)	\$50,000	THESE
SHARED WELL/HOUSE-GARAGE (ON SEPARATE PARCEL)	(C-001900)	\$30,000	MAINTAINED
SHARED WELL/TWO-HOUSES (ON SAME PARCEL)	(D-002000)	\$30,000	IN (BLDG SITE) & (H & G) COLUMNS
			↓
EXISTING WELL/FARM BUILDINGS	(F-002100)	\$30,000	↑
NO WELL/USED FARM BUILDINGS	(G-001700)	\$15,000	
EXISTING WELL/NO BUILDINGS	(H-001600)	\$30,000	
SECOND WELL ON SITE	(I-002700)	\$30,000	NO SEPTIC SYSTEMS
NO UTILITIES/CABIN	(J-002300)	\$5,000	
ROCK QUARRY SITE	(K-002400)	\$50,000	
SAND QUARRY SITE	(L-002410)	\$50,000	
SOIL QUARRY SITE	(M-002420)	\$50,000	
LAND VALUES – 2025			
CER	(999700)	\$10,000	
WOODS	(001000)	\$4,200	
WOODS-GA	(001001)	\$4,200	
WOODS-RP	(001003)	\$4,200	
WOODS-2C	(001012)	\$4,200	
WASTE	(001100)	\$1,500	
WASTE-GA	(001101)	\$1,500	
WASTE-RP	(001103)	\$1,500	
WASTE-2C	(001112)	\$1,500	
WETLANDS	(002200)	\$2,200	
WETLANDS GA	(002201)	\$2,200	
RIM (TEMPORARY)	(002220)	\$2,200	
RIM (PERPETUAL)	(002221)	\$2,200	
PERPETUAL EASEMENTS	(002210)	\$2,200	
NATIVE PRAIRIE EXEMPT	(002230)	\$4,200	
AG SITE ADDITIONAL ACRES		\$7,000	
QUARRY ACRES	(002600)	\$8,500	

LAND VALUE CHART-2024

[illegible]

AGRICULTURAL VACANT SALES OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Sale Date	Parcel #	Seller	Buyer	EMV	Sale Price	**Ratio
9/1/2023	05.0220.000	Lee Mader	Michael Martell	\$295,700	\$397,925	74%
2/9/2023	06.0005.000	Jeremiah Bowe	Timothy Boldt	\$749,500	\$772,620	97%
10/19/2022	06.0273.000	Twyla Thorson	Kent Christensen	\$174,900	\$80,000	219%
9/8/2023	08.0276.004	Bluff Country, LLC	Andrew Pedretti	\$204,300	\$275,000	74%
7/19/2023	09.0193.002	Gary Meiners	Jake Gengler	\$166,700	\$300,000	56%
7/6/2023	09.0215.000	Joyce Guillaume	Curtis Wiebke	\$188,900	\$165,000	114%
12/1/2022	10.0028.001	Don Gonse	Keith Voegel	\$181,200	\$259,900	70%
4/10/2023	10.0100.002	Cornelio Furlan	R. Fern LLC	\$663,700	\$791,546	84%
9/19/2023	10.0211.000	Phillip Hoiland	Clair Olson	\$605,100	\$830,000	73%
9/8/2023	11.0020.004	Debra DeFlorian Estate	Aaron Welle	\$196,300	\$270,000	73%
1/30/2023	11.0070.002	Kenneth Wermager	Tyler Goetzing	\$243,300	\$175,000	139%
2/13/2023	13.0312.000	Estate of Edward G. Myrah	Ralph Hammel	\$703,300	\$965,318	73%
6/19/2023	14.0045.000	Gerald Dix	Paul Von Arx	\$556,700	\$685,000	81%
2/2/2023	15.0344.000	Estate of Shirley Nierling	Robert Quinell	\$196,300	\$201,750	97%
12/23/2022	17.0081.001	Wayne Feldmeier	Vernon Chapel	\$860,700	\$927,900	93%
8/25/2023	17.0142.000	Jeffrey Allison	Lonnie Lembke	\$163,800	\$160,000	102%
11/10/2022	17.0142.002	Jeffrey Allison	William VanCleave	\$385,400	\$425,000	91%
2/27/2023	17.0272.001	Estate of Elmo M. Wojahn	E Twin Ridge Rd LLC	\$687,600	\$742,690	93%
2/27/2023	17.0307.000	Estate of Elmo M. Wojahn	Franklin Hahn	\$763,500	\$669,726	114%
11/3/2022	17.0384.000	Sherry Family Irrevocable Trust	Michael Burns	\$439,300	\$418,440	105%
2/14/2023	17.0390.000	Michael Murphy	Myra Aberson	\$255,700	\$265,000	96%
11/17/2022	17.0405.004	Sherry Family Irrevocable Trust	Larry Gaustad	\$273,200	\$207,360	132%

*Sale includes multiple parcels
 **Ratios include State time trend

Median 93%
 Tillable Median 103%
 Woods Median 89%

Agricultural Building With Land Sales
October 1, 2022 Through September 30, 2023

Sale Date	Parcel #	Seller	Buyer	EMV	Sale Price	**Ratio
12/2/22	05.0083.000	The Lois A. Frauenkron Family Trust	Adam Brueggen	\$1,435,300	\$1,522,100	94.30%
2/9/23	06.0076.000	Flatten Sisters Farms, a Minnesota partnership	Jeremiah Bowe	\$1,391,300	\$1,474,800	94.34%
12/9/22	06.0299.000	Leon McNutt	Hop Hollow Family Farms, LLC	\$621,300	\$716,400	86.73%
9/18/23	08.0362.000	Myron P. Zessin and Shirley M. Zessin Family Trust	Joseph Gaspers	\$724,900	\$807,500	89.77%
7/10/23	14.0047.001	Gerald Dix	Michael Von Arx	\$458,900	\$521,600	87.98%
6/20/23	15.0136.000	Peter Johnson	Epic Adventures LLC	\$857,000	\$965,700	88.74%
1/13/23	16.0015.001	Christian Gasset	Troy King	\$443,900	\$445,100	99.73%
2/16/23	17.0108.000	Wayne Feldmeier	Justin Jacques	\$954,300	\$1,052,000	90.71%
4/20/23	17.0206.001	Isaiah Dyke	Joshua Hongerholt	\$1,202,300	\$1,234,800	97.37%

*Multiple parcel sales

Median

90.71%

** Ratios include State time trend

Rural Residential Sales Too Few Sales for Sales Study						
Sale Date	Parcel #	Seller	Buyer	Sale Price	EMV	*Ratio
8/14/2023	02.0111.000	Dean Skare	Craig Nelson	\$417,271	\$314,400	75.35%
11/29/2022	03.0433.000	Donn Hager	Michael Stefanidis	\$356,629	\$296,300	83.08%
11/2/2022	03.0439.000	Theresa Lauden	Nathan Kinstler	\$365,033	\$320,600	87.83%
12/7/2022	04.0022.000	Norman Snodgrass	Jennifer Andress	\$332,872	\$268,800	80.75%
12/15/2022	05.0213.000	Patricia A. Ulmen Family Trust	Dustin Wagner	\$303,562	\$218,000	71.81%
4/11/2023	05.0339.000	Theresa D. Wilkes Trust	Joshua Duh	\$294,162	\$282,100	95.90%
6/2/2023	06.0014.000	Tanner Johnson	Eric Boldt	\$89,168	\$92,900	104.19%
3/21/2023	07.0213.000	Steven Zahn	Amber Fricke	\$435,029	\$413,600	95.07%
6/16/2023	07.0257.000	Joel Huyser	Dana Ecker	\$233,168	\$223,200	95.72%
5/15/2023	09.0287.001	Leo Simon	Karen Meyer	\$437,124	\$342,400	78.33%
4/28/2023	10.0126.000	Carl Ask	Bostrack Properties, LLC	\$77,411	\$68,800	88.88%
6/8/2023	10.0170.001	Magnum Properties, LLC, a Minnesota limited liability company	David Weber	\$307,475	\$222,400	72.33%
4/21/2023	10.0303.001	Michael Thomas	Kenneth Johnston	\$346,988	\$261,500	75.36%
3/24/2023	10.0386.000	Stuart Owens	Lisa Schultz	\$627,828	\$592,300	94.34%
10/13/2022	10.0472.000	Steven Oelkers	Chad Rosendahl	\$265,444	\$251,500	94.75%
4/14/2023	12.0141.001	Erin Davis	Daryl Raimann	\$432,470	\$330,000	76.31%
4/19/2023	14.0013.000	Brandon Scharmer	Cody Dornack	\$319,966	\$232,200	72.57%
8/4/2023	17.0103.000	Floyd Mercer	Bradley Loomis	\$279,368	\$207,000	74.10%
8/31/2023	20.0006.000	Lawrence Egofske	Robert Burgmeier	\$398,443	\$384,300	96.45%
2/28/2023	20.0146.000	Zachary Lechner	Jenna Knight	\$166,309	\$175,000	105.23%
1/9/2023	22.0031.008	Brandon Meiners	Chad Myhre	\$300,000	\$282,700	94.23%
7/14/2023	22.0048.000	Darlene Peterson	Mitchell Lange	\$157,205	\$175,500	111.64%
9/26/2023	22.0076.000	Isaac Goetzinger	Lance Ranzemberger	\$180,560	\$173,400	96.03%
12/13/2022	23.0050.000	Molly Rusch	Brianna Ceaser	\$215,864	\$167,800	77.73%
12/21/2022	23.0125.000	Jonah Ross	Brittany Lorenz	\$262,358	\$256,400	97.73%
8/14/2023	23.0193.000	Audrey Kuhlmann	Astri Runningen	\$187,697	\$190,100	101.28%
8/1/2023	23.0258.000	Michael Von Arx	Sally Ross	\$265,167	\$256,100	96.58%

Median With 2025 EMV Values 94.23%

* Ratios include State time trend Median with 2024 Values 82.55%

COMMERCIAL SALES OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Parcel	Seller	Buyer	Sale Price	EMV	*Ratio	Type
21.0032.000	Caledonia Lodge No. 20, A.F. & A.M.	Zymurgy HBWY, LLC	\$135,000	\$100,000	74.07%	Bar/tavern
21.1148.006	D7-4, LLC, a Minnesota limited liability company	RRJ Holdings, LLC a Minnesota limited liability company	\$215,000	\$198,100	92.14%	Fast food
26.0076.000	Ellingson Elevator, LLC	Eric Bunge	\$145,000	\$59,400	40.97%	Unspecified/Other
26.0147.000	Alan Frydenlund	Robin Bartell	\$54,000	\$64,200	118.89%	General office
26.0558.000	Earl Mulqueen	JC Land Management, LLP	\$40,500	\$26,500	65.43%	Parking surface
06.0233.002	Henry Becker	Adam Olson	\$15,000	\$23,900	159.33%	Rural/vacant
21.1148.014	Jeffrey Ellingson	RRJ Holdings, LLC	\$90,000	\$75,000	83.33%	Commercial

Median 2024 83.33%

Median 2025 101.00%

APARTMENT & COMMERCIAL SALES OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Parcel	Seller	Buyer	Sale Price	EMV	*Ratio	Type
25.0729.001	KC Collins Investments, LLC	Valley Living, LLC	\$674,408	\$642,800	95.31%	Apartment
25.1075.000	Donald Padretti	Jamie Plomedahl	\$355,000	\$229,700	64.70%	Apartment

Median 2024 80.01%

Median 2025 90.00%

* Ratios include State time trend

Locations With More Than 6 Sales
Requiring Ratio Compliance By DOR

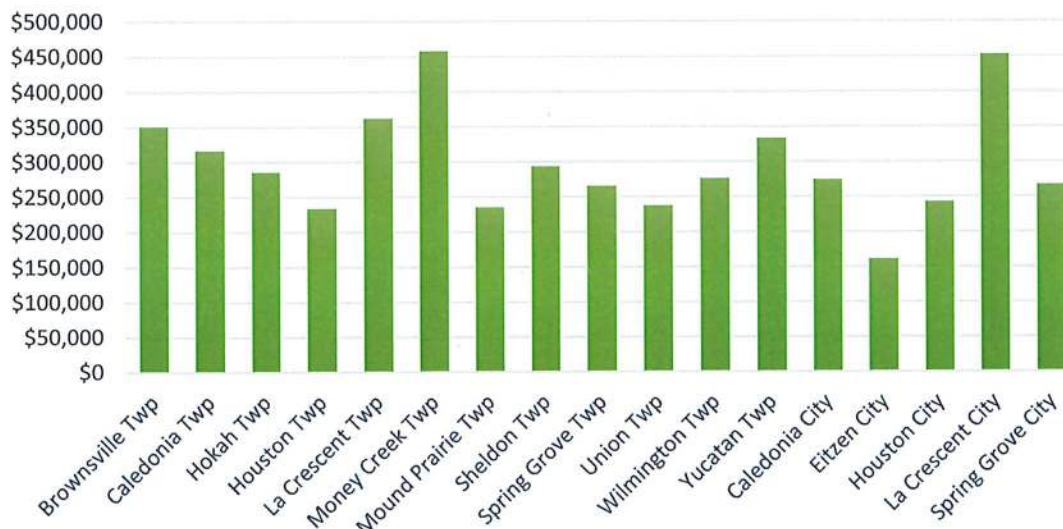
Location	Median Ratio With 2024 Values	Median Ratio With 2025 EMV Values	Sale Count
Houston County Residential	84.33%	95.04%	188
La Crescent Township Residential	74.18%	92.73%	9
Mound Prairie Township Residential	76.66%	99.38%	7
Caledonia City Residential	87.42%	97.08%	42
Houston City Residential	72.90%	95.37%	8
Spring Grove City Residential	81.18%	96.59%	20
La Crescent City Residential	90.93%	94.43%	75

New Home Construction Values

Township	Count	Average
Brownsville Twp	2	\$350,000
Caledonia Twp	1	\$315,600
Hokah Twp	2	\$285,200
Houston Twp	1	\$233,300
La Crescent Twp	1	\$361,700
Money Creek Twp	1	\$457,200
Mound Prairie Twp	1	\$234,900
Sheldon Twp	1	\$292,900
Spring Grove Twp	1	\$264,800
Union Twp	1	\$237,100
Wilmington Twp	1	\$275,400
Yucatan Twp	2	\$332,750
Average Value		\$303,404

Cities	Count	Average
Caledonia City	2	\$273,500
Eitzen City	1	\$160,500
Houston City	2	\$242,100
La Crescent City	17	\$452,200
Spring Grove City	1	\$266,500
Average Value		\$278,960

Average New Home Values



Classification Rates for Taxes Payable in 2024

Class	Description	Tiers	NTC Class Rate	Subject to RMV Tax	Subject to State Tax
1a	Residential Homestead	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
1b	Homestead of Persons who are Blind/Disabled [classified as 1a or 2a]	First \$50,000	0.45%	Yes - 45%	No
	[classified as 1a or 2a]	\$50,000 - \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
1c	Homestead Resort	First \$600,000	0.50%	Yes - 50%	No
		\$600,001 - \$2,300,000	1.00%	Yes	No
		Over \$2,300,000	1.25%	Yes	Yes
1d	Housing for Seasonal Workers	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
2a	Agricultural Homestead - House, Garage, 1 Acre (HGA)	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
2a/2b	Agricultural Homestead - First Tier	First \$2,150,000	0.50%	No	No
2a/2b	Farm Entities Remaining First Tier	Unused First Tier	0.50%	No	No
2a	Agricultural - Nonhomestead or Excess First Tier		1.00%	No	No
2b	Rural Vacant Land		1.00%	No	No
2c	Managed Forest Land		0.65%	No	No
2d	Private Airport		1.00%	No	No
2e	Commercial Aggregate Deposit		1.00%	No	No
3a	Commercial/Industrial/Utility (<i>not including utility machinery</i>)	First \$150,000	1.50%	Yes	No
		Over \$150,000	2.00%	Yes	Yes
	Electric Generation Public Utility Machinery		2.00%	Yes	No
	All Other Public Utility Machinery		2.00%	Yes	Yes
	Transmission Line Right-of-Way		2.00%	Yes	Yes
4a	Residential Nonhomestead 4+ Units		1.25%	Yes	No
4b(1)	Residential Nonhomestead 1-3 Units		1.25%	Yes	No
4b(2)	Unclassified Manufactured Home		1.25%	Yes	No
4b(3)	Agricultural Nonhomestead Residence (2-3 Units)		1.25%	Yes	No
4b(4)	Unimproved Residential Land		1.25%	Yes	No
4bb(1)	Residential Nonhomestead Single Unit	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
4bb(2)	Agricultural Nonhomestead Single Unit (HGA)	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
4bb(3)	Condominium Storage Unit	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
4c(1)	Seasonal Residential Recreational Commercial (resort)	First \$500,000	1.00%	Yes	Yes
		Over \$500,000	1.25%	Yes	Yes
4c(2)	Qualifying Golf Course		1.25%	Yes	No
4c(3)(i)	Nonprofit Community Service Org. (non-revenue)		1.50%	Yes	No
	Congressionally Chartered Veterans Organizations (non-revenue)		1.00%	Yes	No
4c(3)(ii)	Nonprofit Community Service Org. (donations)		1.50%	Yes	Yes
	Congressionally Chartered Veterans Organizations (donations)		1.00%	Yes	Yes
4c(4)	Post-Secondary Student Housing		1.00%	No	No
4c(5)(i)	Manufactured Home Park		1.25%	Yes	No
4c(5)(ii)	Manufactured Home Park (>50% owner-occupied)		0.75%	Yes - 75%	No
4c(5)(ii)	Manufactured Home Park (50% or less owner-occupied)		1.00%	Yes	No
4c(5)(iii)	Class I Manufactured Home Park		1.00%	Yes	No
4c(6)	Metro Nonprofit Recreational Property		1.25%	Yes	No
4c(7)	Certain Noncommercial Aircraft Hangars and Land (leased land)		1.50%	Yes	No
4c(8)	Certain Noncommercial Aircraft Hangars and Land (private land)		1.50%	Yes	No
4c(9)	Bed & Breakfast		1.25%	Yes	No
4c(10)	Seasonal Restaurant on a Lake		1.25%	Yes	No
4c(11)	Marina	First \$500,000	1.00%	Yes	No
		Over \$500,000	1.25%	Yes	No
4c(12)	Seasonal Residential Recreational Noncommercial	First \$76,000	1.00%	No	Yes - 0.40%
		\$76,001 - \$500,000	1.00%	No	Yes - 1.00%
		Over \$500,000	1.25%	No	Yes - 1.25%
4d	Low-Income Rental Housing (Per Unit)	First \$100,000	0.75%	Yes - 75%	No
		Over \$100,000	0.25%	Yes - 25%	No
5(1)	Unmined Iron Ore and Low-Grade Iron-Bearing Formations		2.00%	Yes	Yes
5(2)	All Other Property		2.00%	Yes	No

Agricultural Homesteads First-Tier Valuation Limit

Minnesota Department of Revenue annually adjusts the first-tier valuation limit for agricultural homestead property, as required by law. Agricultural homestead property includes the "house, garage and first acre" (HGA) and the balance of homestead property, which is divided into two tiers for determining net tax capacity.

The first tier of value has a lower class rate (0.50 percent) than the remaining value above that limit. An increase in the first-tier valuation limit means more homesteaded farm value may be included in the 0.50 percent class rate for tax purposes.

2024 Agricultural Homestead Net Tax Capacity Class Rate		
Class	Description	Net Tax Capacity (NTC) Class Rate (2024)*
2a	House, Garage, One Acre:	
	first \$500,000	1.00%
	over \$500,000	1.25%
	Remainder of Farm:	
	first-tier limit: \$2,150,000	0.50%
	remainder, over \$2,150,000	1.00%

*2025 First-tier limit changing to \$3,500,000.

We calculate and certify the first-tier valuation limit rounded to the nearest \$10,000. Assessment data is used to calculate the new limit, which is the product of:

- the first-tier limit for the preceding assessment year, and
- the ratio of the statewide average taxable market value of agricultural property per acre in the preceding assessment year to that of the second preceding assessment year.

You can find more information about agricultural homesteads in the [Minnesota Property Tax Administrator's Manual, Module 4](#).

The table below shows the certified agricultural homestead first-tier valuation limit amounts from assessment year 2006 to now.

Assessment Year Valuation Limit

2006	\$690,000
2007	\$790,000
2008	\$890,000
2009	\$1,010,000
2010	\$1,140,000
2011	\$1,210,000
2012	\$1,290,000
2013	\$1,500,000
2014	\$1,900,000
2015	\$2,140,000
2016	\$2,050,000
2017	\$1,940,000
2018	\$1,900,000
2019	\$1,880,000
2020	\$1,900,000
2021	\$1,890,000
2022	\$1,890,000
2023	\$2,150,000
2024	\$2,150,000
2025	\$3,500,000

Questions?

If you have questions, email Proptax.division@state.mn.us

HOUSTON COUNTY
OFFICE OF THE COUNTY ASSESSOR
304 SOUTH MARSHALL STREET RM 203
CALEDONIA MN 55921-1324
LUCAS ONSTAD
COUNTY ASSESSOR
TEL (507) 725-5801 FAX (507) 725-2647

December 13, 2022

PTCO & Data & Analysis,

Houston County wishes to appeal the residential trend applied to the County. I am requesting a 0% trend to be applied to residential throughout the County. There are several factors why I feel we should have a 0% trend.

We have adjusted values significantly in the entire county since 2021, which is the base year used for the trend. I have included our current sale ratio for areas in the County using our 2023 EMV's . Areas in the reposts include:

- County wide without trend applied. 100.67% Sales Ratio
- Scheduled Quintile Areas without trend applied. 100.10% Sales Ratio
- Scheduled Quintile Areas with trend applied. 88.48% Sales Ratio
- Quintile Areas without trend applied. 101.77% Sales Ratio
- Quintile Areas with trend applied. 92.06% Sales Ratio
- Cities excluding La Crescent & Brownsville without trend applied. 104.69%
- Cities excluding La Crescent & Brownsville with tend applied. 97.17%
- La Crescent City/Twp and Brownsville City without trend applied. 99.75% Sales Ratio
- La Crescent City/Twp and Brownsville City with trend applied. 97.67% Sales Ratio

In all of these reports, excluding La Crescent City/Twp and Brownsville City, applying the suggested trend would push the sales ratio values out of compliance. Resulting in the County having to lower map factors to gain compliance.

In La Crescent City/Twp and Brownsville City, our current ratio, without the trend, is 99.75%. Adding the trend here would not push sales ratio out of compliance (97.17%), however with a sales ratio of 99.75% I cannot justify adjusting the current values by adding a trend.

I know that you are striving to make the best decisions regarding property values across the State. I ask that you will take into account my concerns when considering this appeal.

Respectfully,
Lucas Onstad, SAMA
Houston County Assessor



HOUSTON COUNTY

Houston County Assessor
304 South Marshall Street
Caledonia, MN 55921
Lucas Onstad
County Assessor
TEL (507) 725-5801

December 11, 2023

PTCO & Data & Analysis,

Houston County wishes to appeal the PT93 Ag/RVL land trend. I am requesting a 0% trend to be applied to Houston Counties PT93 Ag/RVL land.

Houston Counties current median sales ratio for the 36 sales used in the 21-month study is 100.18% without applying the purposed trend of 12.945%

When the current default region trend of 12.945% is applied to the same 36 sales used in the 21-month study, the median sales ratio drops to 86.57%. This would result in issuing a value increase.

Using the 17 sales from 1/1/23 to 9/30/23 the median sales ratio without the trend is 94.01%

When the current default region trend of 12.945% is applied to the same 17 sales from 1/1/23 to 9/30/23 the ratio median ratio drops to 84.92%.

While researching these sales it became obvious that the 10 sales containing only woods and tillable land had sales ratios in compliance. Without using the purposed trend, these sales ranged from a 91.17% ratio to a 137.26% ratio. At the same time sales containing pasture and waste land had sales ratios from 57.17% to 80.68%.

By increasing the price per acre of pasture and waste and then re-running the sales ratios without the purposed trend. 7 sales were out of compliance. The lower ratio are sales with pasture and waste, these ratios increased closer to compliance, however the higher ratio sales containing wood and tillable changed very little and remained with high ratios.

Adding the trend to these same sales moves 11 sales out of compliance and lowers the median from 94.01% to 84.92% This would indicate a value increase is needed; however, this would further overvalue the woods and tillable sales. While it is only sales containing pasture and waste that need to be increased.

The conclusion seems obvious, do not apply a trend, and increase the value of pasture and waste. The low value on pasture and waste is causing the Ag/RVL sales to appear that they are needing a trend, however using a trend would only further the spread in value of pasture and waste from woods and tillable as well as even further over value woods and tillable.

How The Assessor's Office Determines Property Values and How Value Changes Can Affect Taxes

This is intended to provide a breakdown and an explanation of how values are determined, and what effects value changes can have on taxes. Hopefully the explanation will give some understanding on how the assessor's office is required to value properties, how budgets and levies create taxes, and how the values are used only to distribute those budgets and levies to properties.

We will start with how we determine values and how we try to keep value increases as fair and equitable as we can. The state requires the assessor's office to use sales to determine market values. The state requires this to be done by using the estimated market value the assessor's office had on the property at the time it was sold and dividing that by what the actual sale price of the property was. This results in a percentage or ratio. An example would be if the assessor's office had an estimated market value on a property of \$150,000 and the property sells for \$200,000. We would divide the \$150,000 estimated market value by the sale price of the property of \$200,000.

$\$150,000 / \$200,000 = .75$ or 75% ratio

The state breaks sales out by city and townships only. They take all the sales in each city or township and will divide the estimated market values of each of those properties by the sale price of each property individually to get the ratio of each sale. They will then array those ratios from highest to lowest. It is required that the median or middle ratio be between 90% to 105%. If it is not, the state requires a value adjustment be made to all properties in that city or township to move that median ratio between 90% to 105%. For example, if 7 sales happened in a city or township and the ratios were 50%, 60%, 70%, 80%, 90%, 100%, and 110%, the median, (middle ratio) would be 80%. This is the ratio the state would use for the entire city or township. This would result in a minimum of a 10% increase in value for all properties in that city or township to move that median ratio up to 90%. If we added that 10% to each ratio it indeed moves the median ratio from 80% to 90%, but notice how the 50%, 60%, and 70% ratios would still be below the required 90%, and the 100% and 110% ratios would move above the top allowed range of 105%. However, the state just looks at the median ratio only so they would be satisfied with this change.

The assessor's office also does this same process with every sale in the county by city and township, however we do not feel it is a fair process to just move all properties an equal percentage in a city or township. If the state's process is used, three properties would still be undervalued and two would now be overvalued. And only two would be in the required range of 90% to 105%. The assessor's office has the advantage of being able to break each sale down a little more to see if there is a specific type of property, or location of properties, that are pulling the median ratio above or below the required 90% to 105% for that city or township. The assessor's office can then make changes to that type of property only. We believe this is the most fair and equitable way to make value adjustments. Doing it this way, we reduce the number of undervalued or overvalued properties. This results in a larger percentage of homes valued within the required range of 90% to 105%. For example, a city had 79 sales during our sale study. The state showed the city's median sales ratio to be 71%. By using this ratio only, the assessor's office would have been required, by the state, to increase the value of every property in the city by a minimum of 19%. Instead, by studying the sales, the assessor's office discovered that the majority of houses built prior to 1940 had sales ratios ranging from 50% to 70%, while the majority of

houses built after 1940 had sales ratios ranging from 88% to 110%. If the assessor's office had issued the 19% increase across the entire city, the majority of the properties built after 1940 would now be overvalued and the majority of properties built prior to 1940 would still be undervalued, even though the median would now be in the state's acceptable range. This did not seem fair and equitable to the assessor's office. Instead, by issuing an increase to properties built prior to 1940 and not to properties built after 1940, the overall median of all the sales moved to 92%. However, newer properties would not need to be overvalued to achieve this ratio. After studying all sales in the county, the same pattern became evident. The majority of properties built before 1940 were undervalued.

So, let's look at how property values can affect taxes. First, we need to know where taxes come from. Taxes are a result of the cost and spending (or budgets) needed to maintain and build, or expand, as well as the cost to run a county, city, township, school, or fire department, and any other service the county, city, township, school, or fire department provides. The total revenue needed by all these entities, combined, becomes the total tax that needs to be collected from the taxpayers. The value of a property is used only to distribute those taxes. Value changes do not result in additional revenue for the county, city, township, school, or fire department. Once the total revenue needed is determined, it is divided into the taxable value of the entire county, city, or township. This results in a percentage referred to as the tax rate. For example, let's say we have 4 houses in a city with a taxable value of \$250,000 each. The total taxes needed by the city is \$100,000 and the total taxable value of that city is \$1,000,000 (\$250,000 x 4 houses). By dividing the amount needed by the total taxable value of that city we get the tax rate.

$$\$100,000 / \$1,000,000 = 10\% \text{ tax rate}$$

This percentage, or rate, is then multiplied by the taxable value of each property. The taxable value of a property is determined by using what is called a class rate or percentage. The class rates are determined by the state. An example would be the state has determined that a residential property has a taxable class rate of 1%. This class rate percentage is multiplied by the taxable market value of the property. For example, if each residential property has a taxable market value of \$250,000. The \$250,000 is multiplied by the class rate of 1%, resulting in a taxable amount of \$2,500 for each property. By multiplying this taxable amount by the tax rate, we determine the amount of tax each property is responsible for.
Example:

$$\$2,500 \times 10\% = \$25,000$$

In this case each property would be responsible for \$25,000 dollars of the total \$100,000 needed.

So how can levy and budget changes affect tax amounts for properties? Let's say the total amount of revenue needed by the city increased by 10%, but the taxable value of properties remained at \$250,000. We now need to calculate a new tax rate because the revenue needed has increased. Example:

$$\$100,000(\text{revenue needed}) \times 10\%(\text{increase}) = \$10,000(\text{increase revenue needed})$$

$$\$100,000 + \$10,000 = \$110,000(\text{total revenue needed})$$

$$\$110,000 / \$1,000,000(\text{taxable value of city}) = 11\%(\text{tax rate})$$

$$\$2,500 (\text{taxable value}) \times 11\% = \$27,500$$

Now, those same properties would have a tax of \$27,500 even though the taxable values of each property remained the same. (\$250,000)

Now, let's say the taxable value of all properties in the city increased equally by 10%, but the spending stayed the same as above. Now we have added more value to the city and the city's total taxable value is now \$1,100,000 (\$1,000,000 x 10% = \$1,100,000). We need to calculate a new tax rate to determine the tax for each property, by dividing the revenue needed by the new taxable value of the city. Taking that rate times the new taxable value of the property (with 10% increase), to determine the tax for each property. Example:

$$\$110,000(\text{revenue needed}) / \$1,100,000(\text{new taxable value}) = 10\% \text{ tax rate}$$

$$\$250,000 \times 10\% (\text{value increase}) = \$275,000(\text{taxable value of each property})$$

$$\$275,000 \times 1\% (\text{class rate}) = \$2,750 (\text{taxable value of property})$$

$$10\% (\text{tax rate}) \times \$2,750 = \$27,500 (\text{tax for each property})$$

We can see, even though the values of properties increased by 10%, the revenue needed did not increase resulting in the same amount of taxes due for each property.

Now, let's say only one of the 4 houses in the city increased another additional 20%, but the other 3 did not increase in value. Also, let's say the budget and levies did not increase either. First, we need to find the new value of the house that increased by 20%. $\$275,000 \times 20\% = \$55,000$, (new value of house 1) we also need to calculate a new tax rate because our city's value has increased now as well. Multiply that rate by the taxable value to find the new tax for each property. Example:

$$\$1,100,000 + \$55,000 (\text{increase of the one house}) = \$1,155,000 (\text{new value of the city})$$

$$\$110,000 (\text{levy/budget}) / \$1,155,000 = 9.5 (\text{rounded for ease of example})$$

$$\text{House 1} = \$330,000 \times 1\% (\text{class rate}) = \$3,300 (\text{taxable value}) \times 9.5 (\text{tax rate}) = \$31,350 \text{ Tax}$$

$$\text{House 2} = \$275,000 \times 1\% (\text{class rate}) = \$2,750 (\text{taxable value}) \times 9.5 (\text{tax rate}) = \$26,125 \text{ Tax}$$

$$\text{House 3} = \$275,000 \times 1\% (\text{class rate}) = \$2,750 (\text{taxable value}) \times 9.5 (\text{tax rate}) = \$26,125 \text{ tax}$$

$$\text{House 4} = \$275,000 \times 1\% (\text{class rate}) = \$2,750 (\text{taxable value}) \times 9.5 (\text{tax rate}) = \$26,125 \text{ tax}$$

This example shows that a value change for one property does not create a change in the revenue needed. However, more of the tax responsibility shifted from houses 2, 3, and 4 to house 1. House number 1 is now paying a higher portion of the revenue needed (taxes), while the other three houses are paying less of the revenue needed.

Summary:

- Taxes are created as result of county, city, township, school, and fire departments levies, budgets, spending, and any special referendums.

- Value changes do not create any more, or less, revenue for the county, city, township, school, or fire departments.
- Property values are determined using sales.
- Property values are required to be adjusted based on sales and are regulated by the state of Minnesota.
- Adjusting specific types of properties versus entire cities or townships brings all properties closer to market value resulting in a fair distribution of levies and budgets.
- Only by increasing levies and budgets can more revenue be created for the county, city, township, school, and fire department.
- Tax may be shifted from one property to another when values of properties do not change at the same percentage.
- Taxes can increase or decrease for properties even when values do not change if levy and budget changes are made.

3.1

TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence, Building Inspector

DATE: April 10th, 2024

RE: Planning Commission meeting minutes from April 2nd, 2024

Attached for your review are the minutes from the April 2nd, 2024, meeting of the Planning Commission. The Planning Commission elected Greg Husmann as chair and Chris Langen as vice chair. Included in the minutes are conditions and findings adopted with the motion for the conditional use permit for Eriah Hayes, Owner of Five7. The Conditional Use Permit is for a privately owned recreational facility in a residential zoning district.

Also included is the City of La Crescent staff report and information regarding the Conditional Use Permit for Eriah Hayes/Five7.

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

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

Item 1. Call to Order

Chair Greg Husmann called the meeting to order at 5:30 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: Chair Greg Husmann, Ryan Stotts, Jerry Steffes, Christopher Langen and Judy Enright. Ex-Officio City Council Representative Cherryl Jostad was present. Mike Welch and Dave Hanifil were absent. Community Development Director Larry Kirch and City Attorney Skip Wieser were also present.

Item 4. Approval of the November 7th, 2023 Planning Commission Minutes

After reviewing the minutes from the November 7th, 2023 meeting, an addition was requested to be added to the minutes. The addition of corner lot requirements and restrictions, as described in the City Zoning Ordinance, was discussed and will be continued at a future meeting. This discussion was before the adjournment of the meeting. A motion to accept the minutes, with the addition, was made by Commissioner Langen 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;

Chris Langen	Yes
Judy Enright	Yes
Ryan Stotts	Yes
Greg Husmann	Yes
Jerry Steffes	Yes

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

Item 5. Appointment of Planning Commission Chair

The nomination was made by Commissioner Langen for Greg Husmann to continue as Chair. Chair Husmann

accepted said nomination. After a call for nominations three times, no other nominations were made. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Chris Langen	Yes
Judy Enright	Yes
Jerry Steffes	Yes
Ryan Stotts	Yes

The nomination was made by Commissioner Steffes for Commissioner Langen to be appointed Vice Chair. Commissioner Langen accepted said nomination. After a call for nominations three times, no other nominations were made. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz:

Jerry Steffes	Yes
Ryan Stotts	Yes
Greg Husmann	Yes
Judy Enright	Yes

Item 6. 5:45PM Public Hearing PC-24-01-CUP Five7/Eriah Hayes

Larry Kirch provided a Staff Report to include Finding of Facts, Findings and Recommendations, and Recommended Motion in regards to the Conditional Use Permit application submitted by Eriah Hayes. The Conditional Use Permit application is for a privately owned recreational building in a residential zoning district.

Eriah Hayes, owner of Five7 spoke in regards to his application for a Conditional Use Permit.

Other community members that wished to speak in regards to the Conditional Use Permit included

- Matthew Riffe, 1214 Grandview Terrace
- Andy Heichel, 607 S 5th St
- Pete Hogan, 262 Skunk Hollow Road

Attorney Wieser answered any legal questions that were asked in regards to the Conditional Use Permit.

The public hearing was closed and Attorney Wieser discussed the purchase agreement and terms of sale for the subject property involved in the Conditional Use Permit.

After discussion, a motion was made by Commissioner Stotts to approve the Conditional Use Permit. The motion was seconded by Vice Chair Langen. Upon a roll call vote taken and tallied by Josh Tarrence,

Building Inspector, the following Members voted in favor thereof, viz;

Ryan Stotts	Yes
Chris Langen	Yes
Greg Husmann	Yes
Judy Enright	Yes
Jerry Steffes	Yes

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

A second motion was made by Commissioner Stotts and seconded by Commissioner Enright to approve the Finding of facts and Recommended Conditions adding a 9th condition for the purchase agreement and terms of the sale. Those items are as follows

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.

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.

Finding: The primary concern is for aesthetics and the surrounding residential character. The city staff has stated that it will not permit vehicle access to/from Grandview Terrace and that traffic and parking would be on the west side and in the Community Ice Area lot. Building design that is harmonious with the residential uses is recommended.

- 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.

Finding: The proposed use is compatible with the Comprehensive Plan Land Use designation and the property will be accessed from the west through the ice arena lot.

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

Finding: 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.

Finding: The applicant is providing sufficient parking on-site and the ice arena has capacity as well for the proposed use.

- 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.

Finding: The site will not generate any odors, fumes, dust, noise or vibration and the applicant will control outdoor lighting. With a residential design character, the use is allowed as a conditional use in the R1-B residential zoning district.

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

Finding: The proposed use is not in conflict with the Comprehensive Plan's Land Use category which is Public and Institutional. The use, while commercial, is already existing within the Community Ice Arena and is compatible to what is already occurring at the ice arena.

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

Finding: The proposed use will have all of its access from the ice arena parking lot and the use is not a significant traffic generator. Bicycle parking at the site should be installed to encourage community youth to get physical exercise on the way to the athletic training center.

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

Finding: The use is a commercial use but not a retail establishment therefore existing uses will not be negatively affected by excessive traffic or noise. With proper site planning and architectural design, there should not be noise, glare or general unsightliness. The applicant has agreed to keep the street frontage along Grandview Terrace landscaped and more subdued in terms of the architectural compatibility with the adjacent residential uses. The Planning Commission has reviewed the Comprehensive Plan along with the

terms of the sale. The Planning Commission finds the sale is compliant with the Comprehensive Plan and the sale is in the best interest of the City of La Crescent.

STAFF FINDINGS IN SUPPORT OF CONDITIONAL USE PERMIT

City staff has reviewed the submitted application, the applicant's response to the CUP criteria, reviewed the city zoning district regulations for the R1-B Traditional Low Density Residential Zoning District, and the adopted Comprehensive Plan Economic Development Element, Goals and Objectives. The proposed use is compatible with the Economic Development Element.

1.3. Local startups and entrepreneurship will increase.

Goal 3 Tourism and associated local spending will grow in La Crescent

Strategies: 2. Respond promptly and collaboratively with existing businesses seeking to remodel, expand, or move to La Crescent.

The proposed use is consistent with the Goal and Objectives of the Natural Systems, Open Spaces and Recreation comprehensive plan element as it provides recreational opportunities.

Goal 4 There will be recreational opportunities for all ages and abilities, in support of the health and well-being of our community.

In the Neighborhood Residential section of the Land Use and Community Design element, the text states: *Though housing is the primary land use in most neighborhoods, healthy and balanced neighborhoods may also include other uses that support the needs of residents, including: • Parks and recreational facilities.*

Staff finds that the proposed use for an athletic training facility is compatible with the stated intent of the zoning district and the conditional uses found in the R1-A residential district. As long as the architectural character of the building leans toward residential in its design elements, it can meet the intent of the zoning code. With access from the west, negative impacts to the residential uses can be minimized greatly. The proposed project is consistent with the comprehensive plan Economic Development Element, the Natural Systems, Open Spaces and Recreation Element and the Land Use and Community Design Element.

Subd 1. PURPOSE AND INTENT. The purpose and intent of the R-1B, Traditional Single-Family Residential District is to provide for development of low-density neighborhoods in character with the original residential lot layout of the city.

A. Government buildings and structures; private recreational buildings for the exclusive use of residents and their guests, neighborhood or community centers, and public swimming pools.

The staff finds that the proposed use does meet the CUP criteria in Section 12.06, Subd. 4 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.

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) In accordance with Subd. 4 of Section 12.06, the Planning Commission can require berms, screening, landscaping or other facilities to protect adjacent or nearby property and require landscaping, fencing, screening, or other improvements to protect adjacent or nearby property. Residentially appropriate fencing, tree plantings, landscaping and vegetative screening improvements shall be planted to enhance the residential character of the area.
- 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) Access to the property shall be restricted to the west side of the property through the city-owned Community Ice Arena property.
- 7) The final site plan and final design of the building will contain elements that are residential in character including additional windows facing west and south. Signage shall be restricted to the west and south side of the building and any lighting for the signage shall be indirect lighting.
- 8) Applicant shall comply with all federal, state, and local regulations.

Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in.

favor thereof, viz;

Ryan Stotts	Yes
Judy Enright	Yes
Jerry Steffes	Yes
Greg Husmann	Yes
Chris Langen	Yes

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

A final motion in regards to the Conditional Use Permit, was made by Commissioner Stotts and seconded by Commissioner Enright, to recommend approval of the Conditional Use Permit with the 9 aforementioned conditions, to the La Crescent City Council. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Ryan Stotts	Yes
Judy Enright	Yes
Chris Langen	Yes
Jerry Steffes	Yes
Greg Husmann	Yes

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

Item 7. Review of Planning Commission Job Duties and Responsibilities

Attorney Wieser gave his annual presentation of the duties and responsibilities of the Planning Commission members as well as discussing the City of La Crescent's Communication Policy.

Item 8. Future Agenda Items

Chair Husmann asked the Planning Commission members if any items need to be added to the next meeting agenda. There were no recommended items.

Item 9. Adjourn

A motion was made to adjourn the Planning Commission Meeting by Vice Chair Langen and seconded by Commissioner Stotts.

The Planning Commission meeting was adjourned at 6:33 p.m.

**PLANNING COMMISSION
CUP PUBLIC HEARING
STAFF REPORT**

MEETING DATE: April 2, 2024

CASE NUMBER: PC-24-01 - CUP "FIVE7 Athletic Training Facility"

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

PARCEL IDs: 25.1958.000

APPLICANT: Mr. Eriah Hayes

REQUEST: Proposed Conditional Use Permit ("CUP") to allow an athletic training center in the R1-B Traditional Low Density Residential Zoning District.

LOCATION: The property is located on the west side of S Grandview Terrace and north of S 14th Street (1214 Grandview Terrace).

**GENERAL PLAN/
ZONING DESIGNATION:** Public and Institutional / R1-B Traditional Low Density Residential District

SURROUNDING USES: North: Vacant, residential;

South: Vacant/Cell Tower, S 14th Street, Residential;

East: Residential;

West: Community Ice Arena; Abnet Fields.

BACKGROUND

The property has been vacant for many years. The city purchased the property for future uses related to the Community Ice Arena.

PROPOSAL

PC-24-01 - CUP is a request for a Conditional Use Permit to allow for an athletic training facility including a skating treadmill.

PLANNING STAFF ANALYSIS

Relationship to Comprehensive Plan:

The subject site is designated by the City's General Plan as "Public and Institutional." The Comprehensive Plan states that this land use designation *uses include schools, churches, cemeteries, and utility buildings, typically in residential neighborhoods. As mapped, they are existing public or non-profit uses outside the downtown area that are developed in some way but do not generate property tax revenue. If no longer needed for one of these public or non-profit uses, redevelopment or re-use should occur in a way that is consistent and compatible with the surrounding neighborhood.*

Subd. 4. CONDITIONAL USES. In addition to other uses specifically identified elsewhere in this title, the following are conditional uses in an R-1A district and require a conditional use permit based upon procedures set forth in and regulated by this title. Additionally, besides the specific standards and criteria which may be cited below for respective conditional uses, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in this title.

A. Government buildings and structures; private recreational buildings for the exclusive use of residents and their guests, neighborhood or community centers, and public swimming pools.

Site Context:

The .56-acre site consists of one tax parcel which is mostly vacant with a portion of the garage/storage building on the west side of the lot. The property has been used for green space and storage. To the west lies the Community Ice Arena and Abnet Fields. To the north, east and south are residential single-family residences. The city purchased the lots in 2019.

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 applicant states that there will be no injurious impacts to surrounding uses in the vicinity.

Staff comment: The primary concern is for aesthetics and the surrounding residential character. The city staff has stated that it will not permit vehicle access to/from Grandview Terrace and that traffic and parking would be on the west side and in the Community Ice Area lot. Building design that is harmonious with the residential uses is recommended.

- 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: The applicant states that the project will be a great addition and extension to the ice arena and Lancer Youth Hockey Association.

Staff comment: The proposed use is compatible with the Comprehensive Plan Land Use designation and the property will be accessed from the west through the ice arena lot.

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

Applicant Response:

Response (Findings): See applicant response: Access to the property will be through the ice arena lot.

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: The building will have parking of its own and also use the arena parking lot.

Staff comment: The applicant is providing sufficient parking on-site and the ice arena has capacity as well for the proposed use.

- 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: We will follow all local laws/policy in regards to noise, fumes (none) etc. It will not be a nuisance to surrounding property.

Staff comment: The site will not generate any odors, fumes, dust, noise or vibration and the applicant will control outdoor lighting. With a residential design character, the use is allowed as a conditional use in the R1-B residential zoning district.

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

Applicant Response:

Response (Findings): See applicant response: I feel that this falls within conditional uses.

Staff comment: The proposed use is not in conflict with the Comprehensive Plan's Land Use category which is Public and Institutional. The use, while commercial, is already existing within the Community Ice Arena and is compatible to what is already occurring at the ice arena.

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

Applicant Response:

Response (Findings): See applicant response: The use will not cause any hazards or congestion due to the access to the arena parking lot.

Staff comment: The proposed use will have all of its access from the ice arena parking lot and the use is not a significant traffic generator. Bicycle parking at the site should be installed to encourage community youth to get physical exercise on the way to the athletic training center.

- 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: The uses of the building will not negatively affect the surrounding area nor will it affect the looks in a negative manner.

Staff comment: The use is a commercial use but not a retail establishment therefore existing uses will not be negatively affected by excessive traffic or noise. With proper site planning and architectural design, there should not be noise, glare or general unsightliness. The applicant has agreed to keep the street frontage along Grandview Terrace landscaped and more subdued in terms of the architectural compatibility with the adjacent residential uses.

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-B Traditional Low Density Residential Zoning District, and the adopted Comprehensive Plan Economic Development Element, Goals and Objectives. The proposed use is compatible with the Economic Development Element.

1.3. Local startups and entrepreneurism will increase.

Goal 3 Tourism and associated local spending will grow in La Crescent

Strategies: 2. Respond promptly and collaboratively with existing businesses seeking to remodel, expand, or move to La Crescent.

The proposed use is consistent with the Goal and Objectives of the Natural Systems, Open Spaces and Recreation comprehensive plan element as it provides recreational opportunities.

Goal 4 There will be recreational opportunities for all ages and abilities, in support of the health and well-being of our community.

In the Neighborhood Residential section of the Land Use and Community Design element, the text states: *Though housing is the primary land use in most neighborhoods, healthy and balanced neighborhoods may also include other uses that support the needs of residents, including:* • Parks and recreational facilities.

Staff finds that the proposed use for an athletic training facility is compatible with the stated intent of the zoning district and the conditional uses found in the R1-A residential district. As long as the architectural character of the building leans toward residential in its design elements, it can meet the intent of the zoning code. With access from the west, negative impacts to the residential uses can be minimized greatly. The proposed project is consistent

with the comprehensive plan Economic Development Element, the Natural Systems, Open Spaces and Recreation Element and the Land Use and Community Design Element.

Subd 1. PURPOSE AND INTENT. The purpose and intent of the R-1B, Traditional Single-Family Residential District is to provide for development of low-density neighborhoods in character with the original residential lot layout of the city.

A. Government buildings and structures; private recreational buildings for the exclusive use of residents and their guests, neighborhood or community centers, and public swimming pools.

The staff finds that the proposed use does meet the CUP criteria in Section 12.06, Subd. 4 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) case PC-24-01 - CUP "FIVE7 Training Facility" a request by Mr. Eriah Hayes to approve a Conditional Use Permit to allow for an athletic training facility as a conditional use under 12.14 Subd. 4 A. Government buildings and structures; private recreational buildings for the exclusive use of residents and their guests, neighborhood or community centers, and public swimming pools. (located at Parcel Number 25.1958.000), 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) In accordance with Subd. 4 of Section 12.06, the Planning Commission can require berms, screening, landscaping or other facilities to protect adjacent or nearby property and require landscaping, fencing, screening, or other improvements to protect adjacent or

nearby property. Residentially appropriate fencing, tree plantings, landscaping and vegetative screening improvements shall be planted to enhance the residential character of the area.

- 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) Access to the property shall be restricted to the west side of the property through the city-owned Community Ice Arena property.
 - 7) The final site plan and final design of the building will contain elements that are residential in character including additional windows facing west and south. Signage shall be restricted to the west and south side of the building and any lighting for the signage shall be indirect lighting.
 - 8) Applicant shall comply with all federal, state, and local regulations.
-

Prepared by Larry Kirch, Community Development Director

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

Exhibit #2 – Aerial Map – Parcel Maps

Houston County Beacon Aerial Map – Parcel Map Combined Parcels



The map displays the Cedar Hills area in St. Louis, Missouri, with the following subdivisions and streets:

- Subdivisions:**
 - Southside Subdivision
 - Abnet Field
 - MCINERNEY ADDITION 1
 - CEDAR HILLS
 - VOSHART-BURNS SUBDIVISION
- Streets:**
 - S 11TH ST
 - S 14TH ST
 - S 16TH ST
 - S 17TH ST
 - LANCER DR
 - LANCER BLVD
 - GRANDVIEW TER
 - GRANDVIEW CT
 - KISTLER CT
 - KISTLER DR
 - INDUSTRIAL DR
 - INDUSTRIAL RD
- Other Features:**
 - Various lots and blocks are numbered.
 - A red dashed line indicates a boundary or route.
 - The map includes a legend for lot numbers and a scale bar.

CUP APPLICATION

SUBJECT PROPERTY INFORMATION	
PROJECT NAME: FIVE7	LEGAL DESCRIPTION (Attach) <i>Sect -15 Twp. -104 Range - 004 Mc Leffreys Lot 998</i>
PROPERTY ADDRESS: 1214 GRANDVIEW TERRACE	ASSESSOR'S PARCEL ID. 251958000
GROSS ACREAGE:	CURRENT ZONING DISTRICT: R1-B
PROPERTY OWNER	
NAME: <i>City of La Crescent</i>	
MAILING ADDRESS: <i>315 Main Street</i>	
EMAIL: <i>bwallen@cityoflacrecent-mn.gov</i>	TELEPHONE: <i>507-895-2595</i>
APPLICANT	
NAME: ERTAH HAYES	
MAILING ADDRESS: 1165 TSCHUMPER RD LA CRESCENT, MN 55947	
EMAIL: e.shayes25@gmail.com	TELEPHONE: 847-651-9536
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.

Bill Miller, City Administrator
Property Owner Signature

3-1-2024
Date

[Signature]
Applicant Signature

3-1-2024
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 (\$250.00)
- ☐ All requested items have been included

Houston County, MN

Summary

Parcel ID251958000

Property1214 GRANDVIEW TER

AddressLA CRESCENT

Sec/Twp/Rng15-104-004

BriefSect-15 Twp-104 Range-004 MCCAFFREY'S SURVEY NOT REGISTR Lot-999

Tax DescriptionPT NE1/4 NW1/4 - LOT 14 ANNEXATION 06/29/00-OC 206886 LA CRESCENT TWP #08.0589.000 DOC 258145, DOC 258146; DOC 291514; DOC 296708 EX DOC 303086
(Note: Not to be used on legal documents)

Deeded Acres0.00

Class958 - (NON-HSTD) MUNICIPAL PUB-OTHER

District(2501) LCSTC/SD300/FD6

School District0300



Owner

Primary Taxpayer

LA Crescent City

315 Main St

LA Crescent, MN 55947

Sales

Date	Seller	Buyer	Recording	eCRV	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/24/2019	ROSEMARY POELLINGER REV TRUST	City of La Crescent	296708	1053266	Government or Exempt Party Sales	Trustee Deed		\$150,000.00
6/29/2000	TOWNSHIP OF LA CRESCENT	CITY OF LA CRESCENT				N/A		\$0.00

Recent Sales In Area

Sale date range:

From:03 / 01 / 2021

To:03 / 01 / 2024

Sales by Neighborhood

Sales by Subdivision

1500

Feet



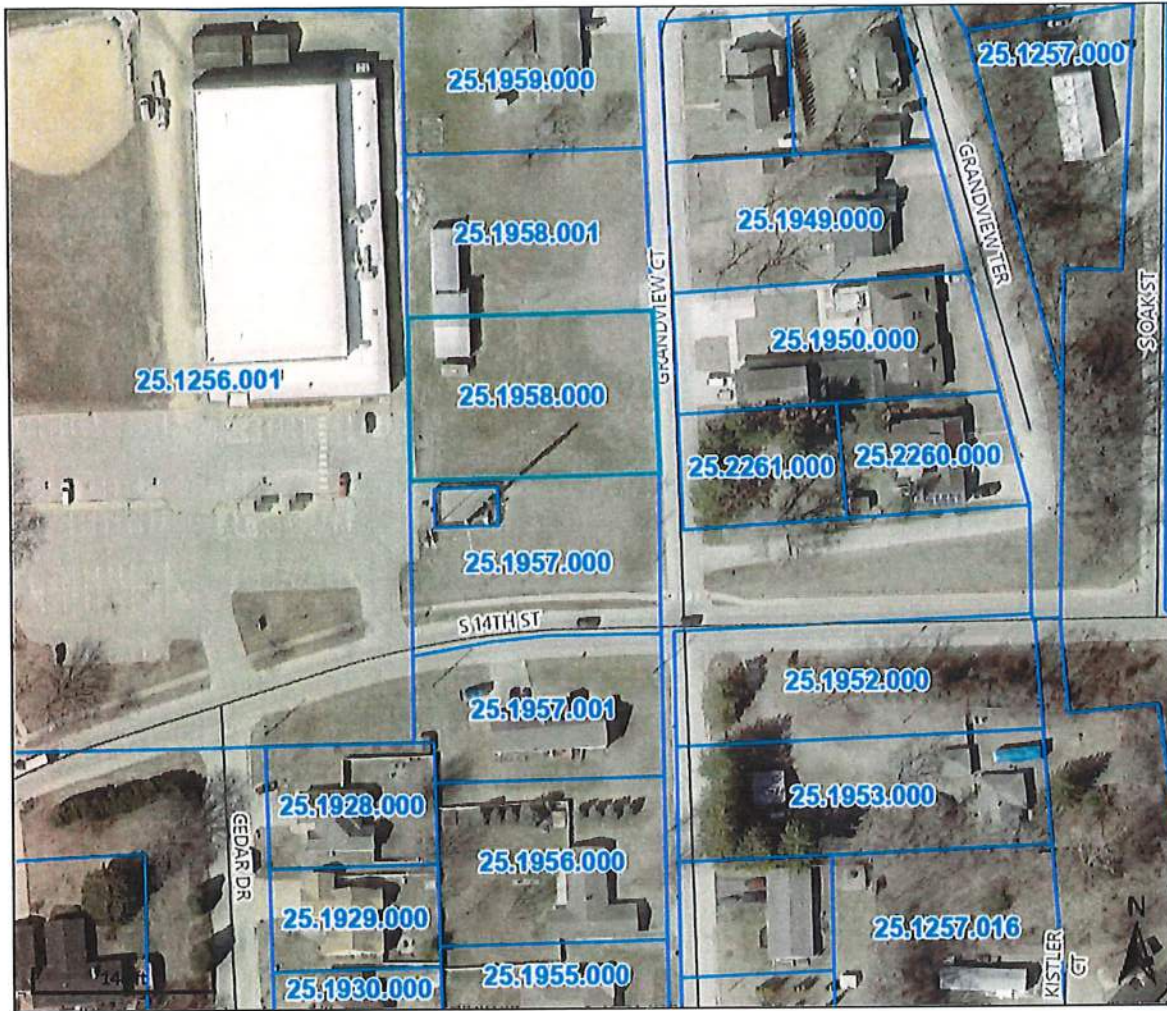
Sales by Distance

Permits

Permit #	Date	Description
980	11/15/2023	Demo/Rmvl

Valuation

	2023 Assessment	2022 Assessment	2021 Assessment	2020 Assessment	2019 Assessment
+ Estimated Building Value	\$9,500	\$9,500	\$7,000	\$21,100	\$18,200
+ Estimated Land Value	\$32,500	\$32,500	\$16,200	\$32,500	\$32,500
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0
= Estimated Market Value	\$42,000	\$42,000	\$23,200	\$53,600	\$50,700



Overview



Legend

- Parcels
- Corporate Limits
- Roads**
 - FEDERAL HIGHWAY
 - STATE HIGHWAY
 - COUNTY HIGHWAY
 - TOWNSHIP ROAD
 - MUNICIPAL ROAD
 - Political Townships

Parcel ID	251958000	Alternate ID	n/a	Owner Address	LA CRESCENT CITY
Sec/Twp/Rng	15-104-004	Class	958 - MUNICIPAL PUB-OTHER		315 MAIN ST
Property Address	1214 GRANDVIEW TER	Acreage	n/a		LA CRESCENT, MN 55947
	LA CRESCENT				

District LCSTC/SD300/FD6

Brief Tax Description PT NE1/4 NW1/4 - LOT 14 ANNEXATION 06/29/00-OC 206886 LA CRESCENT TWP #08.0589.000

(Note: Not to be used on legal documents)

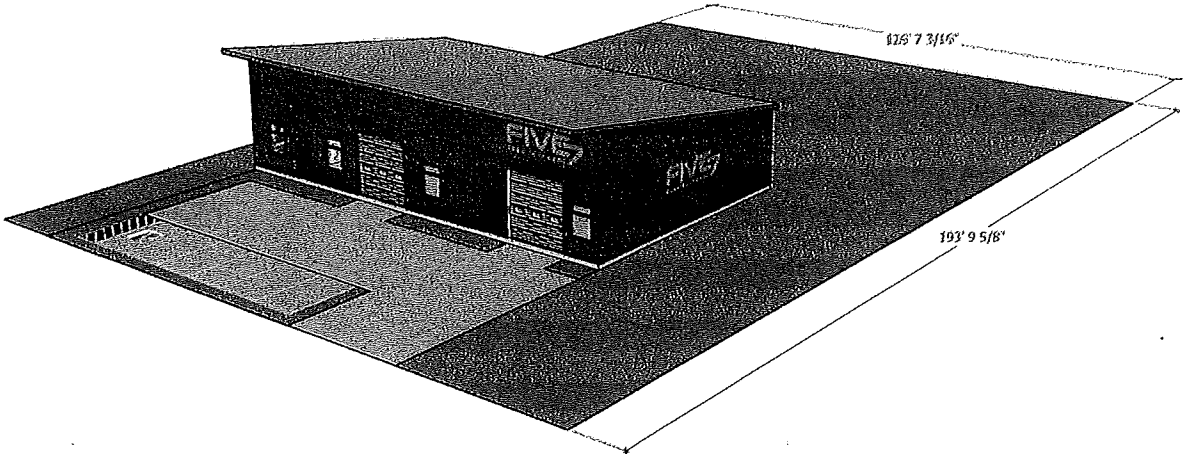
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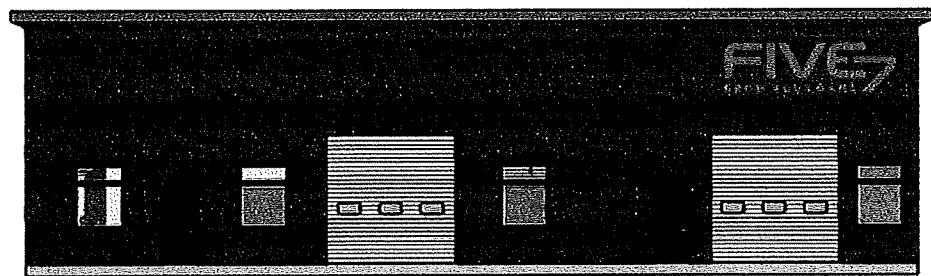
Developed by  **Schneider**
GEOSPATIAL



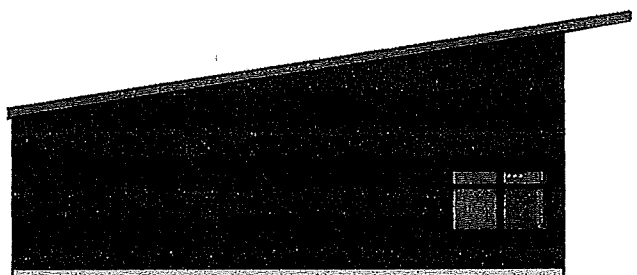
ISO



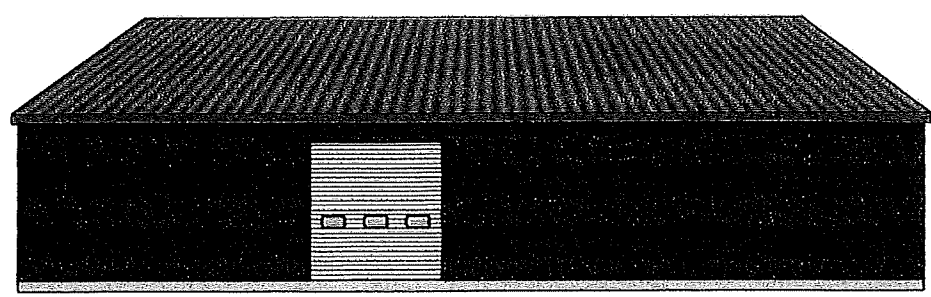
Front



R. Side

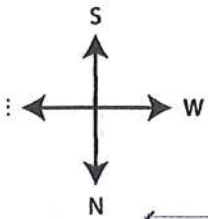


L. Side

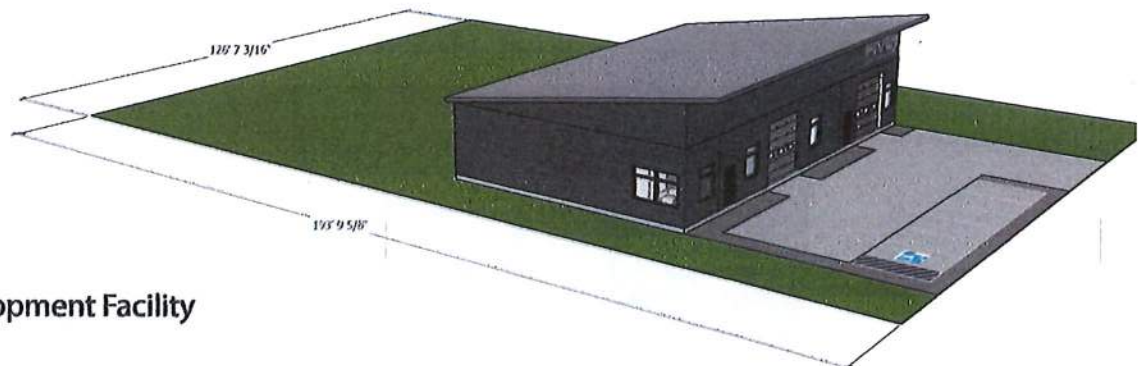
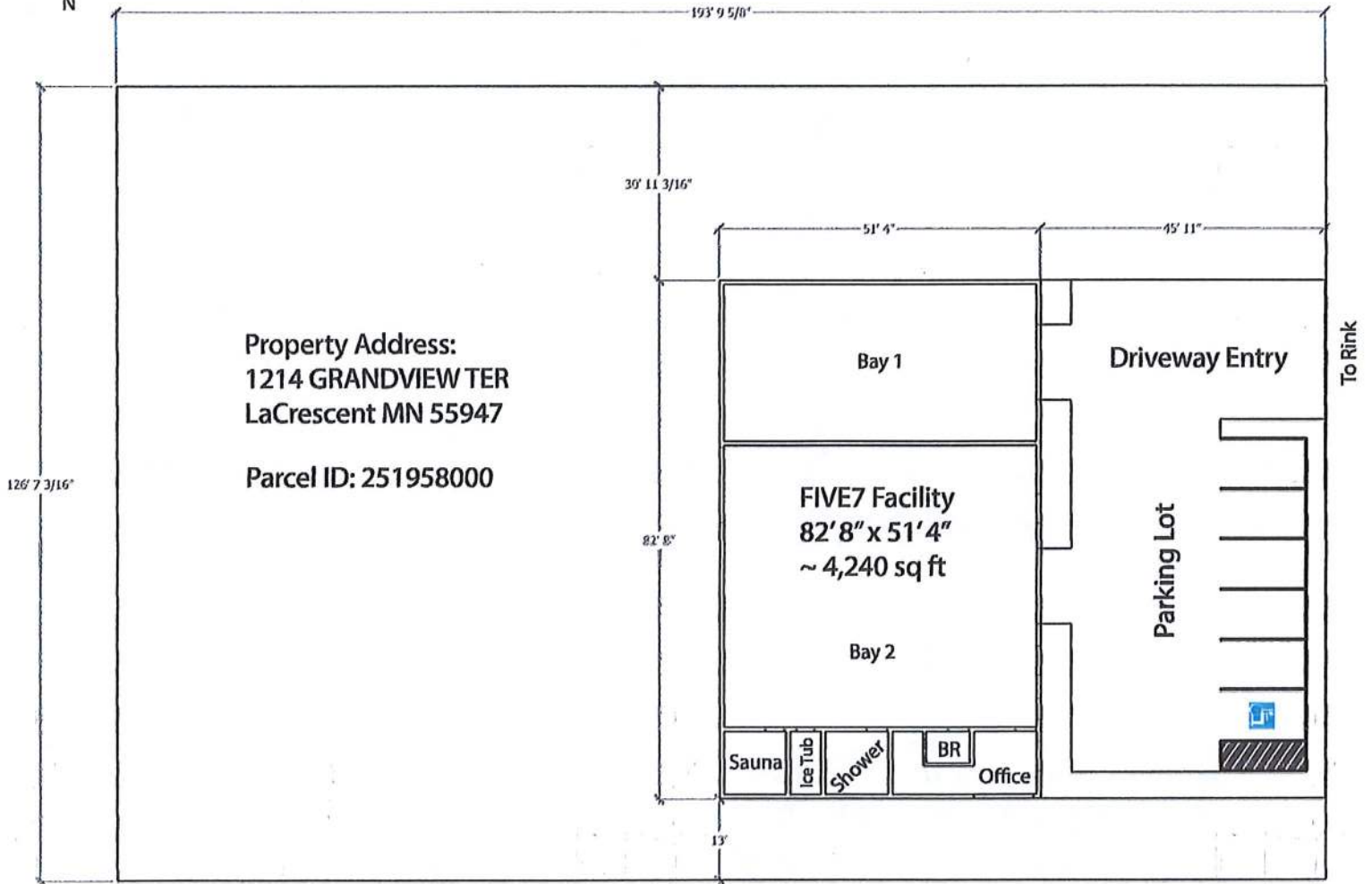


Back

FIVE7



Lot Dimensions = 126.6' x 193.8'



Proposed Use:
- FIVE7 Athlete Development Facility

CUP Application Narrative

The reason for our request is to purchase the city lot located at TBD Grand View Terrace next to the La Crescent Community Arena. I am the owner of FIVE7, which is a training facility and program that works with athletes of all ages, and most specifically hockey players from the region. FIVE7 is currently located in the Arena and we are in need of expansion as we have seen a tremendous amount of growth in the past couple years. The lot next to the Community Arena is a perfect spot for us to expand our footprint and continue the relationship we have with the Lancer Youth Hockey Association. FIVE7 brings thousands of kids from all over the world to La Crescent to learn from their highly skilled coaching staff. Allowing us to stay in the city of La Crescent is a big opportunity for our city and for our youth and high school programs as we have seen an influx of kids move to La Crescent to be a part of FIVE7, the Youth Program and the High School Program. We want to remain as close as we can to the community arena so that we can continue to build on the success we have seen in very recent years.

The plan for the lot is to build a training facility right next to the hockey rink. Inside the training facility will be a strength and conditioning area for all athletes. In this area we will include all of our weight lifting equipment and machines so that we are able to train athletes of all ages no matter what sport they are in. There will also be a separate area for hockey players to skate on a skating treadmill. The skating treadmill is a very unique piece of equipment we purchased that is one of the best tools a player can use in their training. The building will also offer a place for kids to work on their off ice skills such as shooting and stickhandling. Another thing we will include is a cold tub and a sauna so that the athletes we serve can also receive the best recovery methods possible in order to be the best athlete they can be.

We feel this would be a great addition to the great city of La Crescent and the surrounding area. This space will attract athletes and hockey players from all over the world to the apple capital of Minnesota.

Thank you,

Eriah Hayes
Activities Coordinator/Head Boys Hockey Coach
La Crescent-Hokah High School
FIVE7

3.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: April 18, 2024
RE: Amend Purchase Agreement – City Lot

The City Attorney will review a recommended change/modification to the purchase agreement that the City has with Eriah Hayes regarding the purchase of the City owned lot adjacent to Abnet Field.

#3.3



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: April 22, 2024
SUBJECT: MnDEED Redevelopment Grant Agreement for 31 S Walnut

Attached for your approval is a grant agreement with the Minnesota Department of Employment and Economic Development (MnDEED) for the redevelopment of the former laundromat building at 31 S Walnut where the city created a Tax Increment Finance District with the Nolo's. The city cannot use any of the funds for administering the grant. The Nolo's will pay for all the work up-front and then get reimbursed up to \$19,051 from the state once a payment request is made and the funds are sent to the city. This is a 50/50 grant.

Grant Eligible Activities Amount:

- Asbestos Removal (match only) \$1,220
- Building Demolition and Backfill \$32,383
- Public Utilities Connection Replacement (water and sewer) \$4,500
- Total \$38,103

A motion to approve the grant agreement is requested.

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT NO. RDGP-24-0001-o-FY24
31 S Walnut Street Project

This grant contract agreement is between the State of Minnesota, acting through the Department of Employment and Economic Development ("State") and the city of La Crescent, 315 Main Street, La Crescent, MN 55947 ("Grantee").

Recitals

1. Under Minn. Stat. § 116J.575 the State is empowered to enter into this grant contract agreement.
2. The State is in need of programs that create jobs, increase local property tax and provide other public benefits by redeveloping underused or unproductive sites.
3. Pursuant to Minn. Stat. § 16B.98, 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:*

March 8, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5, whichever is later. 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 agreement is fully executed.

1.2 *Expiration date:*

June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or termination of this grant contract agreement: 5. Reporting Requirements; 7. Monitoring and Corrective Action; 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property Rights; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction and Venue; 17. Data Disclosure; 18. Conflict of Interest; 19. Grant Repayment; and 20. Minnesota Business Subsidy Law.

2 Grantee's Duties

2.1 *Duties, Deliverables, and Completion Dates.*

The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

- (a) Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4 (a) (1).
- (b) Administer these grant funds in accordance with Minn. Stat. §§ 116J.571 through 116J.575 and the application submitted on February 1, 2024 for funding for the 31 S Walnut Project, which is incorporated into this grant contract agreement and the provisions of this grant contract agreement. Any modification made to the approved application must be approved by the State.

- (c) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved. Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, eligible approved Redevelopment Costs as defined Section 4.1(c) of this grant contract agreement, or the project's timeline, which must be approved by the State, prior to implementation.
- (d) Provide evidence to the State prior to the closeout of the grant that the Redevelopment activities have been completed.
- (e) Adhere to all other requirements of this grant contract agreement.

2.2 **Provisions for Contracts and Sub-grants**

(a) **Contract Provisions.**

The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations.

(b) **Ineligible Use of Grant Funds.**

The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant contract agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.

(c) **Payment of Contractors and Subcontractors.**

The Grantee must provide evidence that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

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.

4 **Consideration and Payment**

4.1 **Consideration**

The State will pay the Grantee under this grant contract agreement as follows:

(a) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement are considered administrative in nature and not permitted and will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out

of state. This does not include costs for contractors to complete the activities listed in Section 4.1(c), which may be considered eligible at the discretion of the State.

(b) Program Income

Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved re-use of the income.

(c) Eligible Costs

The following table represents the total approved Redevelopment Costs. The Grantee may not use these funds for administrative costs associated with managing this grant or the project this grant is funding.

Grant Eligible Activities	Amount
Asbestos Removal (match only)	\$1,220
Building Demolition and Backfill	\$32,383
Public Utilities Connection Replacement (water and sewer)	\$4,500
Total	\$38,103

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$19,051.

In accordance with Minn. Stat. § 116J.575, Subd. 1, the grant may pay for up to 50% of the eligible costs for a qualifying site. This requires a local match of at least 50%. For the purpose of this project, based on the budget above, the local match portion is at least \$19,052, which may come from any other funding source available to the Grantee.

4.2 Payment

(a) Invoices

The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices for the activities defined in Section 4.1(c) of this grant contract agreement. The amount of grant funds requested by the Grantee cannot exceed 50% of the total approved Redevelopment Costs incurred by the Grantee as supported by invoices. The State will provide payment request forms. Every effort should be made to submit invoices within the same fiscal year the costs were incurred. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) Unexpended Funds

Any grant funds not reimbursed to the Grantee shall revert back to the State.

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, consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

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

5 Reporting Requirements

The Grantee must submit to the State annual reports on the use of grant funds and the progress of the Project covering July 1st through June 30th of each year. Each annual report must be received by the State no later than July 25th of each year. The annual report must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the Grantee, with past due reports. In addition, the Grantee shall submit a final annual report. The State will provide annual reporting form.

6 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.

7 Monitoring and Corrective Action

The Grantee agrees to permit monitoring by the State to determine grant contract agreement performance and compliance with grant contract agreement provisions. The Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and the Grantee agrees to implement and comply with such corrective action as is proposed by the State. The Grantee must provide any financial records, timesheets or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Mary Vang, Project Manager, 180 E. 5th Street, Suite 1200, St. Paul, MN 55101, (651)259-7147, Mary.vang@state.mn.us, or his/her 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.

The Grantee's Authorized Representative is Larry Kirch, Economic Development Director, 315 Main Street, La Crescent, MN 55947, (507)895-4096, lkirch@cityoflacscent-mn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

9 Assignment, Amendments, Adjustments, Waiver and Grant Contract Agreement Complete

9.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement or their successors in office.

9.2 Amendments

Any amendments to this grant contract agreement, with the exception of Grant Adjustment Notices (GANs), 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 in office.

9.3 Grant Adjustment Notices (GANs)

GANs must be approved by the State in writing and may require a written change request by the Grantee. A GAN may be used for non-substantive changes that do not affect grant requirements,

including, but not limited to, changing grant status activity, or changing budget amounts within approved grant eligible activities that do not increase the awarded value. All other changes require formal amendment as stated in Section 9.2.

9.4 *Waiver*

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

9.5 *Grant Contract Agreement 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.

10 *Liability*

Subject to the provisions and limitations of Minn. Stat. § 466, 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 agreement by the Grantee or the Grantee's agents, employees or independent contractors. 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 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.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Redevelopment Costs for each year in which grant disbursements and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

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, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under this grant contract agreement. 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.

12.2 *Intellectual Property Rights*

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense,

from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 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.

14 Publicity and Endorsement

14.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency. 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 agreement. For DEED logos, please contact the State's Authorized Representative.

14.2 Endorsement

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

15 Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. 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.

16 Termination

16.1 (a) Termination by the State

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

(b) Termination by the Commissioner of Administration

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

16.2 Termination for 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 agreement, 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. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2(a), must be submitted to the State on or before June 30, 2025, or such a later

date requested by the Grantee and approved by the State in writing, or the State's obligation to fund the Grant may be terminated. Invoices must be for approved Redevelopment Costs incurred after the grant contract agreement is fully executed. 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.

16.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) 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 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 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.

17 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.

18 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict-of-Interest Disclosure Form.

19 Grant Repayment

If a project fails to substantially provide the public benefits listed in the grant application within five years from the date of the grant award, the State may require that 100% of the grant amount be repaid by the Grantee over a term not to exceed ten years. The State may exercise discretion to require repayment of only a portion of the grant amount taking into account the public benefits generated by the completed development.

20 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 through 116J.995.

SC #: _____

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 03/19/24

SWIFT Contract/PO No(s): 245454 PR 84436 PO 3000550607

2. GRANTEE

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

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator

Date: _____

3. STATE OF MINNESOTA: DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____
(WITH DELEGATED AUTHORITY)

Title: Deputy Commissioner

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

#3.4



MEMORANDUM

TO: Mayor, City Council Members
FROM: Larry Kirch, Community Development Director
DATE: April 22, 2024
SUBJECT: SMIF – Otto Bremmer Foundation Grant Application for Public Art and Placemaking Plan

The city applied for a grant to the Southern Minnesota Initiative Foundation (SMIF) for a community planning grant. SMIF is partnering with the Otto Bremmer Foundation. A copy of the grant application is attached. The project the city requested funds for was the creation of a Public Art and Placemaking Plan. The city requested \$20,000 in grant funds. In order to increase the chances of funding, the city offered to match the grant funds with \$7,500 of city funds and an additional \$2,500 of funds from local organizations. The plan would be prepared by a consultant specializing in public art and placemaking plans. Similar plans have been done in other communities in Minnesota. Council Member Teresa O'Donnell Ebner assisted by creating some of the narrative responses for the grant application. The application was fairly straightforward and was accomplished in just a few hours. Below is an excerpt from the grant solicitation.

The need for a plan recently came up when the Chamber of Commerce and Tourism wanted the city to apply for a SMIF "Paint The Town" grant for a mural on the side of the commercial building on Walnut Street where the Chamber is housed. While the Chamber and building owner were enthusiastic, we ended up not submitting the grant because we didn't have a required sketch of the mural. Instead, we talked about the need for a Public Art and Placemaking Plan that would assist in broad public outreach on what city art in public places should entail as well as a structured approach to placing public art throughout the community.

Through a partnership with the Otto Bremer Trust (OBT) and its Community Responsive Fund, Southern Minnesota Initiative Foundation (SMIF) will award \$750,000 in grants to organizations that directly respond to immediate challenges and opportunities in southern Minnesota.

Grants of \$10,000 to \$50,000 will be awarded to organizations doing work within two pillars of Otto Bremer Trust's founding mission: community asset building and health and wellbeing. The community asset building pillar will fund projects that include small business development, diversity initiatives and community planning. The health and wellbeing pillar will fund projects that include early education and parenting programs, physical and mental health services for children and their families, and youth support and enrichment for young children.

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

Applicant Information

Applicant Information

Organization

Organization Name*

City of La Crescent

Federal Tax ID # (FEIN)

41-6005291

Address Line 1*

315 Main St

Address Line 2

PO Box 142

City*

La Crescent

State*

MN

Zip Code*

55947

County*

Houston

Telephone*

507-895-2595

Business Email*

aboettcher@cityoflacrescent-mn.gov

Website

<https://www.cityoflacrescent-mn.gov>

Tax Status (Eligible organizations are tax exempt 501(c)(3) organizations, units/agencies of local, state or federal government and public schools):*

Unit of Government

Primary Contact

Primary Contact First Name*

Lawrence

Primary Contact Last Name*

Kirch

Primary Contact Title*

Community Development
Director

Contact Email Address*

lkirch@cityoflacrescent-mn.gov

Primary Contact Phone*

5078954162

Secondary Contact

Secondary Contact First Name

Teresa

Secondary Contact Last Name

O'Donnell Ebner

Secondary Contact Title

City Council Member

Secondary Email Address

todonnell@cityoflacrescen
t-mn.gov

Secondary Contact Phone

5074500158

II. Project Description

Project Title*

Art in Public Places and Placemaking Plan

Provide a 1-2 sentence summary of your project:*

Develop a community plan for public art and placemaking in the City of La Crescent. Engage the La Crescent community in a structured planning process to outline a vision for public art, outline how public art and placemaking is builds community, identify locations for potential public art installations, outline a process for ongoing community engagement, recommend an organizational framework for carrying out the plan, prepare artist solicitation procedures and identify realistic funding sources and opportunities. The city is requesting \$20,000 and will match those funds with \$7,500 along with \$2,500 of funds from the community organizations.

SMIF Counties and/or Native Nation served:*

- ☐ Select All
- ☐ Blue Earth
- ☐ Brown
- ☐ Dodge
- ☐ Faribault
- ☐ Fillmore
- ☐ Freeborn
- ☐ Goodhue
- ☒ Houston
- ☐ Le Sueur
- ☐ Martin
- ☐ Mower
- ☐ Nicollet
- ☐ Olmsted
- ☐ Prairie Island Indian Community
- ☐ Rice
- ☐ Sibley
- ☐ Steele
- ☐ Wabasha
- ☐ Waseca
- ☐ Watonwan
- ☐ Winona

SMIF Community(ies) served (town, city, etc.):*

City of La Crescent, La Crescent Township

Priority Area (as outlined in guidelines – choose one or more)*

- ☒ Community Asset Building
- ☐ Health & Wellbeing

III. Narrative

Narrative - This is a one-year competitive grant with limited funds for existing programs. Please complete each question to the best of your ability.

1. Describe your organization's mission*

Provide a full-range of exceptional public services to city residents, businesses and visitors.

- What year was your organization incorporated?*

1851

2. Provide a brief overview of your organization's key programming, services and/or activities. *

Full time Police Department, Paid on-call Fire Department, Community Building, Senior Dining, local and community parks, bluffland protection and trail development, operate 9 hole Pine Creek Golf Course that was donated to the city, community aquatic center, community ice arena for local youth, regional tournaments, and High School Hockey, Green Step Community-Step 5, SolSmart Community, League of American Bicyclists - Bike Friendly Community - Bronze, recently completed Wagon Wheel Bike-Ped Bridge over US 14/61, and lead agency/staff support on the Root River State Trail Extension Memorandum of Agreement with Hokah, MN and Houston, MN, and Houston County.

3. Most recent annual gross revenue (estimated)*

3.6

4. What are your current FTEs and equivalents (estimate)*

30

5. Are you a current Otto Bremer Trust grantee - yes/no*

☒ No

☐ Yes

6. Describe the need/opportunity in your proposal*

The next decade will be transformative for La Crescent and art in our public places and placemaking actions need to be part of that transformation. There are multiple redevelopment projects underway in the city, including:

- 1. Reimagining and reconstruction of the Walnut Street Corridor from our northside hotel to downtown La Crescent
- 2. Design of the Overlook Plaza Indigenous History Project at the Wagon Wheel Bike/Pedestrian Bridge in downtown La Crescent
- 3. An extension of the bike/pedestrian path from the Wagon Wheel Trail Bridge to the south end of town with a connection to the Root River State Trail to Hokah and Houston, MN
- 4. Planning for a new Library & City Hall Building, and a new Public Safety building in the heart of downtown with a common plaza area for community gatherings and concerts.

Our current downtown is essentially a non-descript intersection which lacks character and a sense of place. It is designed for cars, not people. There is no “downtown feel”, no character and no sense that this is an interesting place where residents and visitors want to linger, meet up with friends, or spend an afternoon.

While the projects listed above will provide new infrastructure for our downtown, the city needs a well-defined plan to incorporate public art features into these redeveloped public spaces. Developing a Public Art and Placemaking Plan now, while these projects are in the design phase, rather than after the fact, will enable La Crescent to create an “art roadmap” that can incorporate murals, sculptures, indigenous history elements, asphalt art, and information kiosks into each of these projects. We believe public art and placemaking projects can help build social connections and enhance economic development for our community.

7. How will you strengthen processes, resources or skills to enhance the impact of this work?*

With the help of a Public Art and Placemaking Planning consultant, we can bring our community groups and residents together through community engagement events to create a vision of a future vibrant art-infused downtown La Crescent. We can make use of the City Branding Guidelines developed in 2019 for some of the streetscaping efforts, along with considering new and unique elements that will add dimension and vibrancy to our downtown. We have an exciting opportunity to create a welcoming environment for our residents and visitors and create a sense of community that reflects our friendly, smalltown characteristics. This planning grant will enable the city to outline priorities, funding needs, and how to engage the community in an ongoing, meaningful way. We want to explore whether our community would be best served with a City of La Crescent Arts and Culture Commission or if a private non-profit La Crescent Arts Board is an option.

8. Describe the goals, key activities, impact of the project?*

Utilize a Public Arts and Placemaking planning consultant to engage community members and organizations to develop a Public Arts and Placemaking Plan for La Crescent.
Enable community involvement in this planning effort.
Identify key areas where public art and placemaking opportunities exist and that can be incorporated into current redevelopment plans.
Identify priority projects and possible funding opportunities.
Engage and educate partner organizations to help accomplish identified project goals.

9. How many people will benefit from this project?*

8500

10. How does your project serve diverse and/or underserved populations?*

While the city is not that diverse in terms of ethnicity, the city does have an older population as well as youth that would be better served by public art and placemaking actions. There are several low-moderate income housing developments that are in the city but detached from the heart of the community. Efforts are underway to create the biking and walking linkages and public art could be added to these projects to enhance those communities. The city is working with both the Ho-Chunk Nation and Prairie Island Indian Community on the Overlook Plaza Indigenous History Project to educate the community on the original inhabitants of the city and region and their history and culture. That effort is being funded through another foundation and city matching funds and staff resources. A public art and placemaking plan will create opportunities to place public art in many civic spaces in the future. Making art accessible to all ages and abilities will strengthen the entire community.

11. Do you have any partner organizations? What are their roles?*

La Crescent Public Library and Library Board, La Crescent Live, Healthy Community Partnership, Chamber of Commerce and Tourism, Park and Recreation Commission, and Green Step Committee. The role of these organizations and others such as the Lions Club or Rotary Club, school district, faith community will all be utilized to assist in the creation of the arts and placemaking plan. There will be closer ties to La Crescent Live, the Healthy Community Partnership and the Chamber of Commerce and Tourism in the implementation of the plan. Community forums and public meetings will be central to the creation of the plan. Ultimately, the plan will define a the public art and placemaking process and ensure that an organizational structure is put in place to ensure the long-term sustainability of the public art and placemaking program once it is up and running. Several of the partners will provide funding, totaling \$2,500, to assist in funding the plan and planning process.

12. How will you know you have been successful?*

The process was thorough and inclusive.

The City of La Crescent will adopt a Public Arts and Placemaking Plan that will guide the addition of public art and placemaking elements to the design and planning for all La Crescent redevelopment projects.

The Public Arts and Placemaking Plan will set priorities for early success that will encourage community members to embrace and financially support the addition of public art and placemaking projects throughout our community.

La Crescent's public art displays and placemaking projects will add to the quality of life in the community and add a new vibrant dimension to the experience of those who visit La Crescent. Overlook Plaza will have a significant public art installation that recognizes and honors the indigenous history and inhabitants of the city and region.

The city will be successful in finding funds and launching its first public art project and continue to expand its placemaking efforts on other streets other than Walnut Street in the downtown.

One of the parks will have its first art installation.

13. What is your plan to sustain your project beyond the 12-month timeframe of the grant or what will the group's next steps be once the grant is completed?*

We have strong partnerships in place in La Crescent to make this arts initiative a successful and sustainable endeavor. This grant would allow us to create the framework we need to focus the efforts of the city and our partner organizations. It will enable us to identify the best structure for a City Commission or Public Arts and Placemaking Board to continue this work long-term.

Organizations: La Crescent Area Chamber of Commerce, La Crescent Lions Club, La Crescent Rotary Club, La Crescent Live, Healthy Community Partners, La Crescent Area Historical Society, La Crescent Public Library, and our public and private schools.

IV. Budget

Please list the areas of spending and amounts to be used with the Otto Bremer Trust Community Responsive Tr Grant.

Personnel \$*	Explanation
28500	Public Art and Placemaking consultant team
Equipment \$*	Explanation
0	N/A
Supplies \$*	Explanation
500	Community engagement and workshop materials (no food)
Other \$*	Explanation
1000	Printing of final document
Total*	
30000	

Additional Comments

The city is requesting \$20,000 and will provide \$7,500 from city funds for the project to fund the consultant/team. Other partners will provide \$2,500. The city will provide administrative support and staffing to support the planning process. The city will create an RFP/RFQ to solicit a specialty consultant that focuses on public art and placemaking planning. A selection committee will bring forth a selected consultant to the city council for approval of a contract. The engagement will take place in an eight-month process resulting in a plan that will be adopted by the city council and has community consensus.

V. Application Submittal

I have read thoroughly and comply with the Otto Bremer Trust Community Responsive Trust Grant. To the best of my knowledge, all information provided in this application is true and correct.

Submitter Name*

Lawrence J Kirch

Title*

Director of Community Development

Date*

04/16/2024

3.5



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: April 18, 2024
RE: Lease Agreement – Healthy Community Partnership

Attached for review and consideration by the City Council is the lease agreement with La Crescent Area Healthy Community Partnership (HCP) for the house that the City owns at 333 Main Street. The City has leased the property to HCP since 2016.

We are suggesting that the City Council approve the lease agreement with HCP with an expiration date of April 30, 2025.

As part of extending the lease, we are suggesting that the City Council provide HCP with notice that the lease will not be extended beyond April 30, 2025, and that HCP should begin to look for a new location moving forward.

We intend to include funds in the 2025 general fund budget to have the house demolished in 2025 once the lease has expired.

Minnesota Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 25th day of April, 2024 by and between City of La Crescent (hereinafter referred to as "Landlord") and La Crescent Area Healthy Community Partnership (hereinafter referred to as "Tenant" or "HCP").

WITNESSETH:

WHEREAS, Landlord is fee owner of certain real property being, lying and situated in Houston County, Minnesota, such real property having a street address of 333 Main Street, La Crescent, Minnesota (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term beginning on May 1, 2024 and extend until its expiration on April 30, 2025. Landlord reserves the right to unilaterally terminate the Lease upon ninety (90) days written notice.
2. **RENT.** The total rent for the term hereof is the sum of One 00/100 Dollars (\$1.00) and good and valuable consideration. The receipt of which is hereby acknowledged by Landlord.
3. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant for space needed by Tenant and it's eight (8) partner programs.
4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Tenant accepts the condition of the Premises in its "AS IS" and "WHERE IS" condition and waives all disclosures.
5. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
6. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord.

Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

7. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
8. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant shall provide verification that all utilities are paid current at request of Landlord.
9. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Landlord shall have no obligations regarding maintenance.
10. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.
11. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
12. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
13. **TENANT'S HOLD OVER.** Tenant shall not hold over. Tenant agrees to vacate the Premises upon termination of this Agreement.
14. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
15. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements

contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

16. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
17. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
18. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.
19. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
20. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
21. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.
22. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
23. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
24. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

25. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
26. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
27. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
28. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: City of La Crescent
 City Administrator
 315 Main Street
 La Crescent, MN 55947

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

If to Tenant to: La Crescent Area Healthy Community Partnership
 333 Main Street
 La Crescent, MN 55947

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

29. **ADDITIONAL PROVISIONS.**

See attached Exhibit A.

SIGNATURES ON FOLLOWING PAGE

As to Landlord this _____ day of _____, 2024.

LANDLORD:

CITY OF LA CRESCENT

By: Mikel Poellinger

Its: Mayor

By: Bill Waller

Its: City Administrator

As to Tenant, this _____ day of _____, 2024.

TENANT:

LA CRESCENT AREA HEALTHY COMMUNITY PARTNERSHIP

By: Emily Riley

Its: HCP Board President

Exhibit A

Additional Provisions:

1. Landlord has the ability to terminate this Agreement without cause upon ninety (90) days written notice to Tenant. After termination, this Agreement will become null and void and neither party shall have any obligation to the other.
2. HCP will maintain the facility in a clean and orderly manner, absent ordinary wear and tear.
3. Employees or volunteer agents of HCP providing services in the real property will be considered employees or volunteer agents of HCP alone and will in no way be considered employees or volunteer agents of the City. Volunteer agents of HCP shall not be considered volunteer agents of City. Employees of HCP shall not be considered employees of City. The City will not be held responsible or held liable for HCP or any HCP agents. It is agreed that HCP in the performance of the work and services agreed to be performed by and under this Agreement, shall not act as an employee of the City and none of its officers, employees, agents, or volunteers shall obtain any rights to retirement benefits or other benefits which accrue to City employees and HCP expressly waives any claim it may have to such rights. HCP shall be responsible for its own separate debts, obligations and other liabilities. HCP shall not pledge as collateral the real property or its appurtenances leased by the City. HCP shall maintain commercial general liability insurance from a reputable and licensed insurance company licensed to do business in the State of Minnesota with minimum limits of not less than \$1,000,000.00 per occurrence. HCP shall name the City as an additional insured and shall provide the City with a certificate of insurance showing evidence of liability coverage prior to the commencement of this Agreement. HCP shall also maintain worker's compensation in accordance with Minn. Stat. §176.182, if applicable.
4. The City, including its elected officials, employees, agents and representatives, shall not be liable to HCP, or those claiming through or under HCP, for any injury, death or property damage occurring in, on or about the real property located at 333 Main Street, La Crescent, Minnesota, and HCP shall indemnify and defend the City, including its elected officials, employees, agents and representatives, and hold them harmless from any claim or damage arising out of any injury, death or property damage occurring in, to or about the premises described herein. HCP shall indemnify and defend the City and hold it harmless for any claim for damage arising out of any injury, death or property damage occurring in, on or about the premises described herein by HCP or an employee, volunteer, customer, invitee, guest or trespasser of HCP. Notwithstanding, it is understood and agreed that the City's liability shall be limited by the provisions of Minn. Stat. §466 or other applicable law.
5. Notwithstanding any notice provisions herein, any breach of this Agreement by HCP shall be grounds for immediate termination of this Agreement.
6. HCP may not assign its duties and obligations under this Agreement to any third party without the prior written consent of the other party.

SIGNATURES ON FOLLOWING PAGE

As to Landlord this _____ day of _____, 2024.

LANDLORD:

CITY OF LA CRESCENT

By: Mikel Poellinger

Its: Mayor

By: Bill Waller

Its: City Administrator

As to Tenant, this _____ day of _____, 2024.

TENANT:

LA CRESCENT AREA HEALTHY COMMUNITY PARTNERSHIP

By: Emily Riley

Its: HCP Board President

#3.6



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: April 18, 2024
RE: Local Control Options – Cannabis Regulations

The City Attorney will review with the City Council the local control options that are available to City's regarding cannabis regulations.

#3.7



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



April 1, 2024

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: 2024 JDRF Ride to Cure Diabetes Bicycle Tour
Saturday, August 3, 2024, at 8 am

The JDRF (Juvenile Diabetes Research Foundation) Ride to Cure Diabetes is scheduled for Saturday, August 3rd. Cyclists will ride from La Crosse, WI to Lansing, IA. Cyclists will head west on Hwy 14 out of La Crosse, WI into La Crescent, MN via the Pike (Hwy 14/16/61). Cyclists entering La Crescent will loop north onto South Chestnut Street then left onto southbound Hwy 16.

In cooperation and support of the event, I would respectfully request permission for the La Crescent Police Department to assist with the cyclists crossing Hwy 16 (northbound lanes) at South Chestnut Street. Disruption to normal traffic flow is anticipated to be minimal.

JDRF Ride to Cure Diabetes is a charitable bike ride that raises money for type 1 diabetes (T1D) research. The JDRF Ride gives new and experienced cyclists — and their friends and families — the opportunity to fundraise for life changing T1D research along with the entire Ride community.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager
Chief of Police

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: April 17, 2024
RE: Call for Public Hearing – Small Cities Grant

In 2021 the City submitted a Small Cities Development Program full application to the Minnesota Department of Employment and Economic Development. The program provides owner housing rehabilitation assistance to low- and moderate-income households in the City. The application was approved, and the City is working to provide assistance to 20 homeowners, up to \$24,000 per home, with a total application of \$552,000.

This is the same program that the City received a \$456,000 grant in 2010, and a \$372,900 grant in 2017.

As part of the process, the City is required to hold a public hearing for people to comment on the program. We are suggesting that the City Council call for the required public hearing at 5:00 pm, on Tuesday, May 28th, 2024. A notice of public hearing is included.

Cindy Vitse from Semcac will be in attendance at the meeting to review the program. Semcac is providing the administrative support for the project.

The funds can be used for water heater and furnace replacements, and roofing, siding and window replacements. The funds can also be used to address lead paint issues and any health and safety issues.

In order to continue to proceed, we would suggest that the City Council call for the public hearing.

Notice of Public Hearing

Notice is hereby given that the La Crescent City Council will meet at the La Crescent Community Building, 336 South First Street, La Crescent, on Tuesday, May 28, 2024, at 5:00 p.m. to conduct a public hearing regarding the DEED Small Cities Development Program for owner-occupied housing rehabilitation in the designated target areas of La Crescent.

Any person wishing to express an opinion on the program at the public hearing can be heard orally in person on May 28, 2019, or in writing by mailing comments to the City Administrator's Office, 315 Main Street, La Crescent, MN 55947.

The City of La Crescent

By: Bill Waller, City Administrator

3.9



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *CF*
DATE: April 17, 2024
RE: Gambling Permit Application

The City has received the following gambling permit application:

❖ Surviving Valor, Inc. – raffle date is Saturday, May 18, 2024.

Surviving Valor is a newly registered non-profit organization. Their mission is to give assistance to veterans through various organizations. All board members are US Military Veterans.

The application for the raffle drawing to be held at the Swing Bridge Pub appears to be in order, and I would suggest that the City Council approve the application and authorize that it be forwarded to the Minnesota Gambling Control Board.

Upper Mississippi River National Wildlife and Fish Refuge
Celebrating 100 years from January 1 to December 31, 2024
A PROCLAMATION

WHEREAS, The Upper Mississippi River National Wildlife and Fish Refuge was formed 100 years ago by legislative action on June 7, 1924 to develop systematic evaluation and management of this protected area for the future generations; and

WHEREAS, U.S. Fish & Wildlife Service, Friends of Refuge organizations, federal and state partners, and others work to conserve, protect, and enhance habitat as a breeding ground for migratory birds, fish, other wildlife, and plants for the continuing benefit of the American people; and

WHEREAS, the refuge has been designated as a Wetland of International Importance by the Ramsar Convention and a Globally Important Bird Area; and

WHEREAS, the 240,000-acre refuge extends 261 miles along the Upper Mississippi River from the confluence of the Chippewa River near Wabasha, MN to Princeton, IA. It crosses 4 states: Illinois, Iowa, Minnesota, Wisconsin. The Americans that live in these communities along the river depend on the river for commerce, recreation, water supply, and environmental benefits; and

WHEREAS, the refuge hosts 3.7 million visitors annually. It provides a variety of wildlife-dependent recreational opportunities to the public, including opportunities for hunting, fishing, wildlife observation, wildlife photography, and environmental education and interpretation; and

WHEREAS, the refuge addresses significant issues including: threatened and endangered species, waterfowl migration, neotropical migratory birds, bottomland hardwood restoration, cultural resources, public use, and forest fragmentation.

NOW, THEREFORE, be it resolved that we, the City Council of the City of La Crescent, do hereby proclaim 2024 as

Upper Mississippi River National Wildlife and Fish Refuge Year

in the City of La Crescent. We encourage all businesses and community members to support community efforts to continue this legacy of cooperation and to participate in the refuge events throughout year of 2024 in celebration of the Upper Mississippi River National Fish and Wildlife Refuge vision.

Official Signature and Seal IN WITNESS, WHEREOF I hereunto set my hand and cause the Seal of the City of La Crescent to be herein affixed.

Mayor



6.1

Bill Waller

From: Ahlschlager, Luke M.
Sent: Friday, March 29, 2024 3:58 PM
To: La Crescent Police Dept (Officers); City Hall Staff; Mike Poellinger; Dale Williams; williams.dale85@gmail.cim; mike@poellinger.com; Cherryl Jostad; Ryan Hutchinson; Teresa O'Donnell
Subject: FW: Hello and a heads up!

Sunday, May 5th

<https://www.cpkcr.com/en/media/CPKC-2024-Steam-Tour-Schedule-Dates>

From: Brian Kusmirek <Brian_Kusmirek@cppoliceservice.com>
Sent: Thursday, March 28, 2024 6:17 PM
To: Ahlschlager, Luke M. <lahlschlager@cityoflacscent-mn.gov>
Subject: Hello and a heads up!

Hi Chief,

I am reaching out to you to let you know that CPKC will be having our Steam Train passing through your jurisdiction on May 05, 2024. There is a lot of interest in this train since it is a piece of CPKC history and of great interest to many railroad enthusiasts. It will not be stopping anywhere once it leaves St Paul that morning until it reaches La Crescent sometime around 1315. I however wanted you to be aware there will probably be a lot of onlookers from various vantage points trying to see/photograph the steam train as it crosses through your jurisdiction. It will however be stopped in your jurisdiction for a re-crew and various maintenance before it continues east bound across the river. As you know from Holiday Train, lots of people like to take photographs of trains as they travel along our network. I just wanted it to be known to you and your officers that if they see an influx of people that day near CPKC property, this is not a surprise. We will have approximately eight (8) CPKC Special Agents escorting it as it travels along the Mississippi River to LaCrescent. We will be handing it off to eight (8) more special agents at the MN/WI border. We hope there will not be any issues as it passes through but one never knows. We will try to handle matters such as trespassers on our own but in the event, we may need assistance from your agency. Though it is still slightly over a month away, we are seeing a lot of interest from people and people asking about its travel schedule on our Facebook page as to when and where it will be as it travels along our network. You are in a special location as this is where the Steam Train will cross on the CPKC Mississippi Swing Bridge. I would have no doubt there will be a lot of boat traffic in the river that day to photograph it as it crosses. If you could pass this along to your patrol, it would be greatly appreciated.

Also, Sgt Mair was recently promoted to a commander's position in Shreveport, LA and I am the new Sergeant for the CPKC Police-St Paul Detachment covering Minnesota and North Dakota.

If you or any of your staff have questions, please feel free to contact me.