CITY OF LA CRESCENT

AGENDA
REGULAR MEETING
LA CRESCENT CITY HALL
315 MAIN STREET
JUNE 12, 2023
5:30 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 – MAY 22, 2023
1.2 BILLS PAYABLE THROUGH JUNE 9, 2023
1.3
1.4

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

3.1 CLOSED SESSION – The City Council will go into closed session as permitted by Minnesota Statute Section 13D.05 Subd. 3(B) for purposes of preserving attorney/client privilege relating to active litigation regarding the matter of the City of La Crescent v. Ryan Quanrud and the Public Employees' Retirement Association OAH22-3600-38728 with the attorneys representing the City of La Crescent in this matter.
3.2 CONSIDERATION OF PERA SETTLEMENT AGREEMENT
3.3 DONATION RESOLUTION
3.4 FIRE DEPARTMENT WAIVER
3.5 AUTHORIZE CAPITAL EXPENDITURE
3.6 JUNETEENTH HOLIDAY DESIGNATION
3.7 CHICKEN ORDINANCE
3.8 PERSONNEL COMMITTEE RECOMMENDATIONS
3.9 FEE SCHEDULE AMENDMENT
3.10 2024 CAPITAL BUDGET REQUEST
3.11 KEEP COMPANY CO-WORKING INTERN
3.12 2023 LICENSE APPLICATION
3.13 APPLEFEST LIQUOR LICENSE APPLICATION

CITY OF LA CRESCENT

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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 PARK & RECREATION COMMISSION MINUTES – 5/15/23
6.2
6.3

7. CORRESPONDENCE

7.1 MINNESOTA STATE DEMOGRAPHIC CENTER
7.2
7.3

8. HOUSTON COUNTY

8.1

9. CHAMBER OF COMMERCE

9.1

10 ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

#1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
MAY 22, 2023

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of May was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, May 22nd, 2023.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: Ryan Hutchinson. Also present were City Engineer Tim Hruska (via Zoom), City Attorney Skip Wieser, and City Administrator Bill Waller.

Also present were Betsy Knowles, Program Manager for La Crescent Neighbor's Day and Deirdre Coleman,Partners in Energy Community Facilitator (via Zoom).

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

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 – MAY 8, 2023
1.2 BILLS PAYABLE THROUGH – MAY 19, 2023
1.3

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. The following correction was requested, under Item 3.4 instead of the word 'approve' it should be 'approved'.

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

A MOTION TO APPROVE THE CONSENT AGENDA WITH A CORRECTION UNDER ITEM 3.4 TO READ 'APPROVED' INSTEAD OF 'APPROVE'.

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
Mike Poellinger	Yes

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

ITEM 3.1 – WIESER PARK IMPROVEMENT PROJECT QUOTES

City Engineer Tim Hruska (via Zoom) reviewed with City Council two quotes for the Wieser Park Improvement project which includes constructing concrete parking lot, site grading, and storm sewer improvements. The parking lot will also include lighting and EV charging station accomodations. The City solicited three quotes and received back a quote from Wieser Brothers General Contractor, Inc. in the amount of $195,428.90, and Zenke, Inc. in the amount of $181,525.52. It was recommended that Council award the project to Zenke, inc. and that a portion of the funds that the City realizes from the sale of the City-owned Horse Track Meadows North subdivision be used to offset the costs of this improvement project. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO AWARD THE WIESER PARK IMPROVEMENT PROJECT TO ZENKE, INC. IN THE AMOUNT OF $181,525.52 AND THAT A PORTION OF THE FUNDS THAT THE CITY REALIZES FROM THE SALE OF THE CITY-OWNED HORSE TRACK MEADOWS NORTH SUBDIVISION BE USED TO OFFSET THE COSTS OF THIS IMPROVEMENT PROJECT.

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

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

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

ITEM 3.2 – NEIGHBORS DAY – THANK YOU

Betsy Knowles, Program Manager for Neighbors in Action was present and wished to thank the City for its continued support of La Crescent Neighbors Day. Betsy stated she will be stepping down at the end of this year as the Program Manager and that Carly Zadow, who was also in attendance at the meeting, will be the new Program Manager. This was informational only, no action required.

ITEM 3.3 – SHORT-TERM RENTAL/LODGING ORDINANCE

City residents Mark and Vonnie Levenick addressed City Council regarding the Short-Term Rental Ordinance.

City Attorney Wieser reviewed with City Council for approval the Short-Term Rental Permit Application and the Short-Term Rental Ordinance with the following changes: under section IV the hearing date be changed from forty-five (45) days to sixty (60) days of receipt and under Section VII that the hearing notice be mailed to the applicant ten (10) days prior to the hearing instead of five (5) days, and adding section XII.

Following discussion, Member Jostad introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 567

AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING SHORT TERM RENTALS IN THE CITY OF LA CRESCENT, MINNESOTA

I. PURPOSE

The purpose of this Section is to ensure that the short-term rental of dwelling units in the City is conducted, operated, and maintained so as not to become a nuisance to the surrounding neighborhoods or an influence that fosters blight and deterioration or creates a disincentive to reinvest in the community.

II. SCOPE

This section applies to the short-term rental of all dwelling units located within all residential zoning districts of the City of La Crescent.

III. DEFINITIONS

The following words and terms when used in this Section shall have the following meanings unless the context clearly indicates otherwise:

Bedroom: A habitable room within a single-family dwelling which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen, dining room, or living room.

Building Official: An employee of the City designated as the Building Official. The term Building Official also includes all City employees authorized to issue citations.

Dwelling unit: One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with separate toilets and facilities for cooking and sleeping.

Occupant: Any person who occupies a dwelling unit or part of the same.

Owner: A person having legal or equitable interest in the dwelling unit or its premises.

Off-street parking space: An area on the permitted premises or within a building that is a legally conforming parking space intended for the use of parking of a motor vehicle which has a means of access to a public street.

Permitted Premises: The platted lot or part of such lot or unplatted parcel of land on which a dwelling unit permitted as a short-term rental is located.

Public waters: Any waters as defined in Minnesota Statutes § 103G.005, Subd. 15.

Short-term rental: The rental or lease of a dwelling unit in whole or in part for a period of at least thirty (30) days, but no more than ninety (90) days. The rental or lease of a dwelling unit for less than thirty (30) days is prohibited in all residential districts.

Short-term rental permit: The permit issued by the City for the rental or lease of a dwelling unit for short-

term rental.

Tenant: Any person who is occupying a dwelling unit under any agreement, lease, or contract, whether oral or written, which requires the payment of money as rent for the use of the dwelling unit.

Watercraft: Any vessel, boat, canoe, raft, barge, sailboard, or any similar device used or useable for carrying and transporting persons on the public waters.

IV. PERMIT REQUIRED

No person shall undertake the short-term rental of any dwelling unit, or advertise such dwelling unit for rental, to a tenant or tenants unless properly permitted as hereinafter provided.

Application: A person desiring to undertake or allow the short-term rental of a dwelling unit in the City shall apply to the Building Official for a short-term rental permit. The application shall by submitted by the owner. The permit application shall be on a form prescribed by the City and include all required information.

Permit Fee: Each application shall be accompanied by payment in full of the required permit fee. The annual permit fee shall be determined by the City Council and set forth in the City fee schedule. The fee shall not be prorated.

Issuance of Short-Term Rental Permit:

1. If the Building Official determines that an applicant has met the requirements for issuance of a short-term rental permit, the Building Official shall issue the applicant a short-term rental permit.

2. If the Building Official determines that an applicant has not met the requirements for issuance of a short-term rental permit, the Building Official shall endorse on such application his/her disapproval and his/her reasons for the same and provide the application and recommendation for denial to the City Administrator. The City Administrator may either: (i) deny the application and return the endorsed application to the applicant to notify the applicant that his/her application is denied and that no permit will be issued; or (ii) direct the Building Official to issue the applicant a short-term rental permit.

Expiration of Permit: Except as otherwise provided in this Section, all short-term rental permits shall expire annually on December 31 of each year unless suspended or revoked earlier.

Renewal of Permit: Applications for renewal of an existing short-term rental permit shall be made at least thirty (30) days prior to the expiration of the current short-term rental permit. All such applications shall be submitted to the Building Official on forms provided by the City and shall be accompanied by the required fee.

Permit Not Transferable: No short-term rental permit shall be transferable to another person or to another dwelling unit. Every person holding a short-term rental permit shall give notice in writing to the Building Official within five (5) business days after having legally transferred or otherwise disposed of the legal control of any dwelling unit for which a short-term rental permit has been issued. Such notice shall include the name and address of the person succeeding to the ownership or control of such dwelling unit.

Resident Agent Required: No short-term rental permit shall be issued without the designation of a local agent. The agent must live within 30 miles of the dwelling unit. The Agent may, but is not required to be,

the owner. One person may be the agent for multiple dwelling units. At all times, the agent shall have on file with the Building Official a primary and a secondary phone number as well as a current address. The agent or a representative of the agent shall be available 24 hours a day during all times that the dwelling unit is being rented at the primary or secondary phone number to respond immediately to complaints and contacts relating to the dwelling unit. The Building Official shall be notified in writing within two (2) business days of any change of agent. The agent shall be responsible for the activities of the tenants and maintenance and upkeep of the dwelling unit and shall be authorized and empowered to receive service of notice of violation of the provisions of City ordinances and state law, to receive orders, and to institute remedial action to affect such orders, and to accept all service of process pursuant to law.

Denial of Short-Term Rental Permit: Any applicant aggrieved by the denial of a short-term rental permit, or the non-renewal of an existing permit may appeal to the City Council. Such appeal shall be taken by filing with the City Administrator within ten (10) days after the date of issuance of the written denial, a written statement requesting a hearing before the City Council and setting forth fully the grounds for the appeal. A hearing shall be held within sixty (60) days of receipt of the request. Notice of the hearing shall be given by the City Administrator in writing, setting forth the time and place of hearing. Such notice shall be mailed, postage prepaid, to the applicant at his/her last known address at least ten (10) days prior to the date set for hearing.

V. RESPONSIBILITY OF OWNERS:

No owner shall undertake or allow the short-term rental of a dwelling unit in a Residential Use District that does not comply with all applicable City ordinances, the laws of the State of Minnesota, and this Section. It shall be the owner's responsibility to ensure that all tenants, occupants, and guests comply with the following:

Maximum Overnight Occupancy: The number of overnight occupants allowed for a short-term rental shall be limited as set out below. Children under three (3) years of age are not to be counted toward the limit.

For lots of 1/2 acre or more if the livable square footage of the primary building is:

- Under 1,500 square feet: 6 occupants
- 1 ,500 square feet to 1,999 square feet: 8 occupants
- 2,000 square feet or more: 12 occupants

For lots of less than 1/2 acre:

- Under 1 ,500 square feet: 4 occupants
- 1 ,500 square feet to 1,999 square feet: 6 occupants
- 2,000 square feet or more: 8 occupants

Off-Street Parking: The permitted premises shall contain off-street parking spaces equal in number to the number of bedrooms contained in the dwelling unit.

Mooring and Storage of Watercraft:

1. No more than two (2) restricted watercraft may be moored at the permitted premises at any one time. Any restricted watercraft moored at the permitted premises must be registered and owned by either the property owner or the current tenant.

2. No watercraft shall be permanently or temporarily placed or stored within the side

yard setback of the permitted premises.

Maintenance Standards: Every dwelling unit used for short-term rental shall conform to all building and zoning requirements of the City Code, permits issued by the City, and the laws of the State of Minnesota.

Rental Limit: No dwelling unit shall be rented for a period of less than thirty (30) days.

Occupants: The agent shall maintain a fully executed lease for all tenants and a list of all current occupants of each dwelling unit. The agent shall make the lease and list available to City staff and/or law enforcement upon request. In addition, a copy of the fully executed lease shall be kept available at the dwelling unit at all times during the lease term.

VI. DISORDERLY CONDUCT:

Disorderly Conduct Prohibited: Disorderly conduct is prohibited on all permitted premises. It shall be the responsibility of the owner to ensure that all tenants occupying the permitted premises and their guests conduct themselves in such a manner as not to cause the permitted premises to be disorderly. For purposes of this Section, disorderly conduct includes but is not limited to, a violation of any of the following statutes or ordinances:

1. Minn. Stat. §§ 609.75 – 609.76, which prohibit gambling;
2. Minn. Stat. §§ 609.321 – 609.324, which prohibit prostitution and acts relating thereto;
3. Minn. Stat. §§ 152.01 – 152.027, which prohibit the unlawful sale or possession of controlled substances;
4. Minn. Stat. § 340A.401, which prohibits the unlawful sale of alcoholic beverages;
5. Minn. Stat. § 340A.503, which prohibits the underage consumption of alcoholic beverages;
6. Minn. Stat. § 609.595, which prohibits damage to property;
7. Minn. Stat. §§ 97B.021, 97B.045, 609.66-609.67, and 624.712-624.716, and City Code Section 804, which prohibit the unlawful possession, transportation, sale, or use of a weapon;
8. Minn. Stat. § 609.72, which prohibits disorderly conduct, when the violation disturbs the peace and quiet of the other occupants of the permitted premises or other surrounding premises;
9. Minn. Stat. § 152.027, subd. 4, which prohibits the unlawful sale or possession of small amounts of marijuana;
10. Minn. Stat. § 152.092, which prohibits the unlawful possession or use of drug paraphernalia;
11. Minnesota State Fire Code 302 and 307-307.5, which limit recreational fires to no larger than 3' X 3' feet, natural wood only, attended until extinguished, conditions permitting; and
12. Minn. Stat. §§ 624.20-624.21 which prohibits exploding fireworks.

Determination of Disorderly Conduct:

1. A determination that the permitted premises has been used in a disorderly manner as described in Article VI shall be made by the Building Official upon evidence to support such a determination. It shall not be necessary that criminal charges are brought to support a determination of disorderly use,

nor shall the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse permit action under this Section.

2. Upon determination by the Building Official that a permitted premises was used in a disorderly manner, as described in Article VI, the Building Official shall notify the owner and agent by certified mail of the violation and direct the owner and/or agent to take appropriate action to prevent further violations.

3. If a second instance of disorderly use of the permitted premises occurs within one year of an incident for which notice in Article VI was given, the Building Official shall notify the owner and agent by certified mail of the violation and shall also require the owner and agent to submit within 15 days a written report of the actions taken, and proposed to be taken, by the owner and/or agent to prevent further disorderly use of the permitted premises.

4. If a third incident of disorderly use of the permitted premises occurs within one year after the second of any two previous instances of disorderly use for which notices were sent to the owner and agent pursuant to this subsection, the short-term rental permit may be revoked, suspended, or not renewed. An action to revoke, suspend, or not renew a permit under this Article VI shall be initiated by the Building Official in the manner described below.

VII. PERMIT SUSPENSION OR REVOCATION:

Procedure:

1. Every short-term rental permit issued under this Section is subject to suspension or revocation by the City Administrator for any violation of this Section or any other ordinance of the City or the law of the state.

2. The Building Official may recommend suspension or revocation of a short-term rental permit to the City Administrator. The City Administrator shall review the recommendation and the reasons supporting the recommendation and may suspend or revoke the permit. The City Administrator shall provide written notice to the owner and agent of the suspension or revocation. The notice shall inform the owner and agent of the right to appeal the decision of the City Administrator to the City Council.

3. Any applicant aggrieved by the suspension or revocation of a short-term rental permit may appeal to the City Council. Such appeal shall be taken by filing with the City Administrator within ten (10) days after date of issuance of the written suspension or revocation notice, a written statement requesting a hearing before the City Council and setting forth fully the grounds for the appeal. A hearing shall be held within sixty (60) days of receipt of the request. Notice of the hearing shall be given by the City Administrator in writing, setting forth the time and place of hearing. Such notice shall be mailed, postage prepaid, to the applicant at his/her last known address at least ten(10) days prior to the date set for hearing.

Effect of Suspension or Revocation: If a short-term rental permit is suspended or revoked, it shall be unlawful for anyone to thereafter allow any new short-term rental occupancies of the dwelling until such time as a valid short-term rental permit is restored by the City.

Effect of Revocation: No person who has had a permit revoked under this Section shall be issued a short term rental permit for one year from the date of revocation.

VIII. APPEAL

The decision of the City Council to deny, suspend, or revoke a short-term rental permit following a hearing as provided can be appealed by petitioning the Minnesota Court of Appeals by a writ of certiorari.

IX. POSTING

The following language shall be posted at or near the entrance of every short term rental dwelling unit. The posting shall be printed in a minimum 18 point font.

All short term rental of dwelling units shall comply with this ordinance. These posted regulations are a summary of a portion of the short term rental regulations. For additional information please refer to Ordinance No. 567 or contact City Hall.

- No owner shall undertake the short-term rental of any dwelling unit without a City permit.
- A copy of the lease shall be available at the dwelling unit at all times during the lease term.
- Every permitted premises shall have an agent within 30 miles available during all times the unit is rented, 24 hours a day at the following phone numbers: _____ and/or _____ to respond immediately to complaints and contacts relating to the dwelling unit.
- The Maximum Overnight Occupancy for this dwelling unit is: _____occupants. Not counting children under three (3) years of age.
- No watercraft shall be permanently or temporarily placed or stored within the side yard setback of the permitted premises.
- Disorderly conduct is prohibited. All disorderly conduct will be reported to the property's agent and the La Crescent Police Department.
- Increased noise regulations are in place between the hours of 10 p.m. and 7 a.m.
- Littering is prohibited.
- Recreational fires are limited. Please check with the City to determine what prohibitions exist for current conditions.
- Any violation of this Section shall constitute a misdemeanor.

X. Compliance

If the City has reason to believe that any provisions in this Section are not being complied with, the City has the authority to require the submittal of an executed lease or other information needed to establish compliance.

XI. PENALTY

Any person who undertakes or allows any violation of this Section shall be guilty of a misdemeanor and shall, upon conviction thereof, be punished by a fine or by imprisonment, or both, in accordance with the provisions of Minnesota State Statutes.

XII. EFFECTIVE

These provisions shall become effective from and after due passage and enactment, and publication, according to law.

PASSED AND ENACTED this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
City Administrator

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

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

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

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

MOTION TO APPROVE THE SHORT-TERM RENTAL PERMIT APPLICATION WITH AN APPLICATION FEE OF $100.00.

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

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

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

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 567 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.4 – DRAFT CHICKEN ORDINANCE

City Attorney Wieser reviewed with City Council for discussion the draft Chicken Ordinance with a change from a maximum of five (5) chickens to six (6) chickens and be brought back for to the June 12, 2023 City Council Meeting. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO BRING BACK TO THE JUNE 12TH, 2023 CITY COUNCIL MEETING THE DRAFT CHICKEN ORDINANCE WITH A CHANGE FROM A MAXIMUM OF FIVE (5) CHICKENS TO SIX (6) CHICKENS.

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

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

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

ITEM 3.5 – PETITION TO VACATE ALLEY

City Attorney Wieser reviewed with City Council a petition to vacate an alley off of Sycamore Street and for approval a Resolution calling for a public hearing at the June 26th City Council meeting at 5:30 p.m. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption as follows:

RESOLUTION NO. 05-23-19

A RESOLUTION DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF AN ALLEY

WHEREAS, a petition signed by the majority of property owners abutting the alley described on Exhibit A in the City of La Crescent was received by the Deputy Clerk on the 3rd day of May, 2023; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate an alleyway legally described as:

See Exhibit A and illustrated on Exhibit B.

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

WHEREAS, a copy of said petition is attached hereto.

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

The City Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 26th day of June, 2023, in the City Hall located at 315 Main Street, La Crescent, Minnesota at 5:30 p.m. and

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

Passed by the City Council of La Crescent, Minnesota this 22nd day of May, 2023.

_____
Mayor

Attested:

_____
Deputy Clerk

Exhibit A

Legal Description of Proposed Alley Vacation

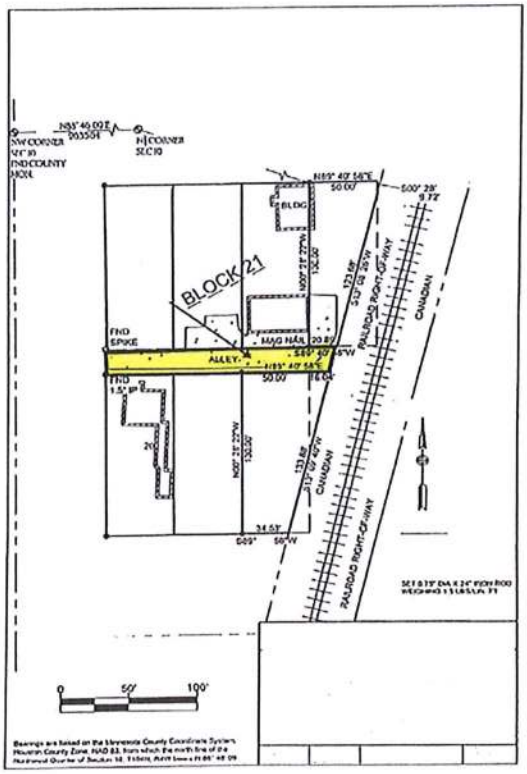
That part of the 20-foot alley, Block 21, La Crescent Plat, according to the recorded plat thereof on file and recorded in the Office of the County Recorder, Houston County, Minnesota, described as follows:

Commencing at the northwest corner of Section 10, Township 104 North, Range 4 West; thence North 88 degrees 46 minutes 06 seconds East along the north line of said Section 10, a distance of 2635.08 feet to the North Quarter corner of said Section 10; thence South 67 degrees 23 minutes 17 seconds East, a distance of 1003.55 feet to the southwest corner of Lot 1, Block 21 , of said La Crescent Plat and the point of beginning of the tract to be described; thence North 89 degrees 48 minutes 38 seconds East along the south line of Lots 1, 2, 3, and 4, Block 21, of said La Crescent Plat, a distance of 171.03 feet to the westerly right-of-way of the Canadian Pacific Railroad as defined in Court File No. 28-CV-22-500 and Document A307993, filed in the Houston County Recorder's Office; thence South 1 3 degrees 04 minutes 25 seconds

West along said railroad right-of-way, a distance of 20.55 feet to the north line of Lot 17, Block 21, of said La Crescent Plat; thence South 89 degrees 48 minutes 38 seconds West along the north line of Lots 17, 18, 19, and 20, Block 21, of said La Crescent Plat, a distance of 166.22 feet to the northwest corner of Lot 20, Block 21, of said La Crescent Plat; thence North 00 degrees 28 minutes 10 seconds West, a distance of 20.00 feet to the point of beginning.

Said description contains 3372.53 sq. ft. or 0.08 acres more or less.

Exhibit B



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

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

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

ITEM 3.6 – GAMBLING PERMIT APPLICATION

City Council reviewed for approval a Gambling Permit Application from the Lions Club of La Crescent for a raffle to be held on October 6, 2023 and authorize that it be forwarded to the Minnesota Gambling Control Board. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE A GAMBLING PERMIT APPLICATION FROM THE LIONS CLUB OF LA CRESCENT FOR A RAFFLE TO BE HELD ON OCTOBER 6, 2023 AND AUTHORIZE IT TO BE FORWARDED TO THE MINNESOTA GAMBLING CONTROL BOARD.

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

Cherryl Jostad	Yes
Dale Williams	Yes
Mike Poellinger	Yes

and Member O'Donnell-Ebner abstained. The motion was declared duly carried by a 3-0 vote.

ITEM 3.7 – MnDOT COOPERATIVE AGREEMENT

City Council reviewed for approval a 2023 Landscape Partnership Cooperative Agreement with MnDOT. The cooperative agreement will be in an amount up to $8,000 and will include landscape plantings around the foot of the Wagon Wheel Bicycle and Pedestrian Bridge and will also include a native prairie planting in the stormwater collection area underneath the bridge. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE 2023 LANDSCAPE PARTNERSHIP COOPERATIVE AGREEMENT WITH MNDOT TO INCLUDE LANDSCAPE PLANTINGS AROUND THE FOOT OF THE WAGON WHEEL BICYCLE AND PEDESTRIAN BRIDGE AS WELL AS A NATIVE PRAIRIE PLANTING IN THE STORMWATER COLLECTION AREA UNDERNEATH THE BRIDGE IN AN AMOUNT UP TO $8,000.

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

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

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

ITEM 3.8 – REVIEW PARTNERS IN ENERGY PROGRAM

Partners in Energy Community Facilitator Dierdre Coleman reviewed with City Council (via Zoom) the data resulting from the Partners in Energy Program that the City participated in over an eighteen (18) month period beginning in 2020 and ending in the fall of 2022. This was informational only, no action required.

ITEM 3.9 – GREENSTEP PROGRAM RECOGNITION

City Administrator Waller shared with City Council that the city has achieved both Steps 4 and 5 of the GreenStep program. This was informational only, no action required.

ITEM 3.10 – REVIEW PUBLIC WORKS DIRECTORS POSITION

City Administrator Waller reviewed with City Council a job description for the new Public Works Director position. This position is included in the City's revised organizational structure. The position is proposed to be filled with a current City employee, and will not result in the hiring of a new City employee. This was informational only, no action required.

ITEM 3.11 – REVIEW MAYOR FOR A DAY ARTICLES

City Council reviewed the Mayor for a Day articles submitted by Ryan Stotts. This was informational only, no action required.

ITEM 3.12 – AUTHORIZE EXPENDITURE – WIFI IN CITY PARKS

City Administrator Waller reviewed with City Council the installation of WIFI at Abnet Field, Old Hickory Park, and Wieser Park with the work being completed by Acentek. The total cost would be $17,934. Acentek is donating $6,600 towards the project making the final cost $11,334. It was recommended that City Council authorize spending $11,334 in American Rescue Plan funding that the City has received to install WIFI in the three City Parks. Expenditures for broadband infrastructure are a recognized use of American Rescue Plan funds. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO AUTHORIZE $11,334 IN AMERICAN RESCUE PLAN FUNDING THAT THE CITY HAS RECEIVED TO INSTALL WIFI AT ABNET FIELD, OLD HICKORY PARK, AND WIESER PARK ALONG WITH A DONATION FROM ACENTEK IN THE AMOUNT OF $6,6000.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 City Council reviewed the Explore La Crosse May 16th Board Meeting Agenda and the April 18th Board Meeting Minutes.
6.2 City Council reviewed the La Crescent Outdoor Performance Summer Series.
6.3 City Council reviewed the World Migratory Bird Day event that was held on May 20th in La Crescent.
6.4 City Council reviewed the Natural Resource Advisory Groups 5/9/2023 meeting minutes.

7. CORRESPONDENCE

7.1 City Council reviewed correspondence from MnDOT regarding Carbon Reduction Funds.

9, CHAMBER OF COMMERCE

A Chamber of Commerce representative was in attendance and gave an update. The Chamber Golf outing will be held on July 20th at Valley High Golf Course.

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:42 PM

APPROVAL DATE: _____

SIGNED:

_____
Mayor

ATTEST:

_____
City Administrator

#1.2

TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 9, 2023
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending June 9, 2023. We would suggest that the City Council approve the payment of the bills as presented.

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

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7RIVERS SIGNARAMA						
INV-4262	PD - 2023 DODGE CHARGER LETTERING	05/25/2023	774.82	.00		
Total 10100:			774.82	.00		
A-1 EXCAVATING INC						
HTM PAY REQ #	HORSETRACK MEADOWS UTILITY EXTENSION	06/02/2023	39,483.18	.00		
Total 26:			39,483.18	.00		
ABILITY BUILDING CENTER INC						
16407	FD - CLEANING COMM RM	04/30/2023	312.00	.00		
16407	FD - CLEANING STATION	04/30/2023	148.50	.00		
Total 8085:			460.50	.00		
ACE OF LA CROSSE						
342514	OUTDOOR STAGE - LIONS WILL REIMBURSE	05/24/2023	167.96	.00		
Total 10106:			167.96	.00		
ACE TRAILER SALES						
453222	TANDEM ENCLOSED TRAILER - BOOST GRANT	06/08/2023	15,300.00	.00		
Total 10102:			15,300.00	.00		
ACENTEK						
5/23 STMT	WATER PHONE CHARGES	05/31/2023	87.01	.00		
5/23 STMT	SEWER PHONE CHARGES	05/31/2023	123.98	.00		
5/23 STMT	STREET PHONE CHARGES	05/31/2023	44.50	.00		
5/23 STMT	CITY HALL PHONE CHARGES	05/31/2023	345.37	.00		
5/23 STMT	POLICE DEPT PHONE CHARGES	05/31/2023	336.17	.00		
5/23 STMT	BLDG-ZNG PHONE CHARGES	05/31/2023	49.34	.00		
5/23 STMT	POOL PHONE CHARGES	05/31/2023	171.29	.00		
5/23 STMT	LIC BUR PHONE CHARGES	05/31/2023	176.26	.00		
5/23 STMT	PUBLIC WORKS PHONE CHARGES	05/31/2023	49.34	.00		
5/23 STMT	LIBRARY PHONE CHARGES	05/31/2023	135.11	.00		
5/23 STMT	GOLF COURSE PHONE CHARGES	05/31/2023	446.37	.00		
5/23 STMT	FIRE DEPT PHONE CHARGES	05/31/2023	504.80	.00		
5/23 STMT	BRUSH SITE PHONE CHARGES	05/31/2023	36.61	.00		
5/23 STMT	ARENA PHONE CHARGES	05/31/2023	288.77	.00		
Total 24:			2,794.92	.00		
AFLAC						
5/23 STMT	INSURANCE PREMIUMS	06/01/2023	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
5/23 DUES	PAYROLL DEDUCTED UNION DUES	06/01/2023	721.98	.00		
Total 25:			721.98	.00		
AIRGAS USA LLC						
9137992548	FD - O2 MEDICAL SUPPLIES	05/12/2023	65.61	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1802:			65.61	.00		
ALL CRAFT EXTERIORS						
8665	SCDP GRANT EXPENSE	06/01/2023	17,209.00	.00		
Total 9890:			17,209.00	.00		
AMAZON CAPITAL SERVICES						
1C9D-H67V-4PL	PARKS - ITEMS FOR PLANTING PROJECT	05/23/2023	16.65	.00		
1F61-4JWG-GW	LIBRARY - PROGRAM SUPPLIES	05/18/2023	48.97	.00		
1F7N-4P46-33TV	CITY - OFFICE SUPPLIES	06/05/2023	55.17	.00		
1FCH-6JF6-K7C	CITY - OFFICE SUPPLIES	05/18/2023	257.29	.00		
1FWT-H4K3-4TV	LIBRARY - BOOKS GRANT FUNDED	05/25/2023	115.97	.00		
1HWR-XX9P-47	LIBRARY - BOOKS GRANT FUNDED	05/22/2023	50.22	.00		
1JXX-PWQ4-4C	CITY - OFFICE SUPPLIES	05/16/2023	18.99	.00		
1MXL-FYDF-6G6	POOL - WHISTLES	05/17/2023	19.98	.00		
1N1F-Q3FC-HR	POOL - OFFICE SUPPLIES	05/18/2023	119.89	.00		
1PWR-VT7T-RX	POOL - OFFICE SUPPLIES	05/29/2023	138.74	.00		
1PWR-VT7T-RX	POOL - CLEANING SUPPLIES	05/29/2023	59.33	.00		
1PWR-VT7T-RX	POOL - SMALL TOOLS	05/29/2023	22.98	.00		
1T76-M4XM-X3K	PD - OFFICE SUPPLIES	05/21/2023	56.19	.00		
1WT6-VKN4-TG7	MAINT - BRAKE LIGHT REPLACEMENT	05/21/2023	112.88	.00		
Total 9956:			1,093.25	.00		
AT&T MOBILITY						
5/23 FIRE	FD - WIRELESS	05/31/2023	100.24	.00		
Total 9870:			100.24	.00		
AUTO VALUE LA CROSSE						
516451066	GC - EQUIPMENT REPAIR	05/22/2023	23.98	.00		
Total 2106:			23.98	.00		
B.L.A.C.K.						
6/5/23	LIBRARY - TABLING FEE FOR JUNETEENTH	06/05/2023	50.00	.00		
Total 10021:			50.00	.00		
BERNIE J BUCHNER INC						
879212	POOL - HEATER REPAIR	05/30/2023	939.57	.00		
Total 129:			939.57	.00		
BIKES LTD.						
475306	BIKES - BOOST GRANT	06/02/2023	8,620.00	.00		
Total 10101:			8,620.00	.00		
BOBCAT OF THE COULEE REGION						
01-62570	BOBCAT TRACK MACHINE REPAIR	05/03/2023	1,813.25	.00		
01-62691	PARKS - AUGER DRIVE UNIT REPAIR	05/08/2023	400.00	.00		
Total 216:			2,213.25	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
BOB'S SERVICE						
781960	GC - COOLER	05/12/2023	2,564.00	.00		
Total 8841:			2,564.00	.00		
BUEHLER, LUANN						
6/7/23	PD - UNIFORM REPAIR	06/07/2023	448.00	.00		
Total 10104:			448.00	.00		
CALLAWAY GOLF COMPANY						
936370488	GC - GOLF BALLS FOR RESALE	04/20/2023	1,039.56	.00		
Total 8637:			1,039.56	.00		
CHRISTEN GARDEN & GOLF						
10547	GC - TREES FOR COURSE	05/24/2023	232.07	.00		
246765	GC - SEAT COVERS FOR CARS	05/24/2023	258.75	.00		
Total 9163:			490.82	.00		
CITY OF LA CRESCENT						
5/23 ANIMAL	WATER/SEWER UTIL.-ANIMAL SHELTER	05/31/2023	279.37	.00		
5/23 OLD HICKO	WATER/SEWER UTIL.-OLD HICKORY PARK SHELTER	05/31/2023	61.45	.00		
Total 196:			340.82	.00		
CLASSIC ROCK PRODUCTS INC						
978	PARKS - LANDSCAPE MATERIAL	05/16/2023	1,096.98	.00		
978	HARRIS PARK - LANDSCAPE PROJECT BOOST GRANT	05/16/2023	1,335.44	.00		
Total 278:			2,432.42	.00		
CLEARWAY COMMUNITY SOLAR LLC						
4/23 STMT	400 LARCH AVE - WELL 2	04/30/2023	592.41	.00		
4/23 STMT	608 S 7TH STREET - TENNIS COURT LIGHTS	04/30/2023	9.13	.00		
4/23 STMT	336 S 1ST STREET - COMM BLDG	04/30/2023	140.53	.00		
4/23 STMT	608 S 7TH STREET - POOL	04/30/2023	466.72	.00		
4/23 STMT	722 N 2ND STREET - RADIUM PLANT	04/30/2023	1,813.82	.00		
4/23 STMT	202 MAIN STREET - FLAG LIGHT	04/30/2023	2.90	.00		
4/23 STMT	321 MAIN STREET - LIBRARY	04/30/2023	149.27	.00		
4/23 STMT	219 MAIN STREET - UNIT LIGHTS	04/30/2023	71.35	.00		
4/23 STMT	110 MIDNIGHT STREET - LIFT STATION	04/30/2023	47.42	.00		
4/23 STMT	209 S WALNUT STREET - LAC SIGN	04/30/2023	12.82	.00		
4/23 STMT	219 CHESTNUT STREET - BRIDGE LIGHT	04/30/2023	51.14	.00		
4/23 STMT	1323 SPRUCE DR - ABNET FIELDS	04/30/2023	28.66	.00		
4/23 STMT	31 MCINTOSH RD - LIFT STATION	04/30/2023	10.31	.00		
4/23 STMT	520 S 14TH STREET - ICE ARENA	04/30/2023	2,335.74	.00		
4/23 STMT	200 STONEY POINT - WELL HOUSE	04/30/2023	724.38	.00		
4/23 STMT	523 S CHESTNUT ST - ANIMAL SHELTER	04/30/2023	36.68	.00		
4/23 STMT	407 ORCHARDVIEW - BOOSTER STATION	04/30/2023	276.65	.00		
4/23 STMT	1200 JONATHAN LN - PARK SHELTER	04/30/2023	39.03	.00		
4/23 STMT	1450 HWY 16 - LIFT STATION	04/30/2023	27.19	.00		
4/23 STMT	193 MCINTOSH RD - BOOSTER STATION	04/30/2023	167.23	.00		
Total 9854:			7,003.38	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CORKY'S PIZZA & ICE CREAM						
6/1/23	LUNCH FOR LEAGUE OF MN CITIES MEETING	06/01/2023	49.60	.00		
Total 241:			49.60	.00		
CULLIGAN WATER CONDITIONING						
285X20894303	CITY HALL - WATER COOLER RENTAL	06/01/2023	39.95	.00		
285X20894303	MAINT - WATER COOLER RENTAL	06/01/2023	39.95	.00		
285X20894303	PD - WATER COOLER RENTAL	06/01/2023	39.95	.00		
Total 231:			119.85	.00		
CUSTOM ALARM						
549111	GC - MONTHLY ALARM MONITORING SYSTEM	06/01/2023	41.34	.00		
Total 290:			41.34	.00		
DALCO ENTERPRISES INC						
4081572	CITY - TOILET PAPER & PAPER TOWELS	05/09/2023	348.93	.00		
Total 313:			348.93	.00		
DAVY LABORATORIES						
23E0369	WATER - TESTING	05/18/2023	128.40	.00		
23E0370	WATER - TESTING	05/18/2023	64.20	.00		
Total 312:			192.60	.00		
DEBAUCHE TRUCK & DIESEL INC						
01W8793	PLOW TRUCK REPAIR	05/08/2023	248.19	.00		
Total 297:			248.19	.00		
DEMCO INC						
7311617	LIBRARY - PROCESSING MATERIALS	05/18/2023	366.59	.00		
Total 316:			366.59	.00		
DENSTAD, RICK						
038524	SAND BAG SAND - 2023 FLOOD	05/22/2023	380.00	.00		
Total 8972:			380.00	.00		
DIGICOM INC						
DP0605	INITIAL DOWN PAYMENT FOR DOOR ACCESS ELETR. FO	06/05/2023	3,867.00	.00		
Total 347:			3,867.00	.00		
DOBECK, RHODA						
5/23 LIBRARY	LIBRARY- CLEANING	05/31/2023	250.00	.00		
Total 10098:			250.00	.00		
DODGE OF BURNSVILLE, INC.						
N73614	PD - 2023 DODGE CHARGER	05/22/2023	35,488.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9458:			35,488.00	.00		
DRIFTLESS AREA NATIVES						
14	JOHN S. HARRIS RAIN GARDEN PROJECT	06/05/2023	1,251.75	.00		
Total 9895:			1,251.75	.00		
E O JOHNSON CO.						
INV1340496	OFFICE 365	05/21/2023	200.00	.00		
Total 8614:			200.00	.00		
E O JOHNSON CO INC - LEASE						
34046413	GC - COPY MACHINE/PRINTER	05/07/2023	73.00	.00		
34126319	BLDG/ZNG - COPY MACHINE MAINT	05/20/2023	111.70	.00		
34126319	CITY HALL - COPY MACHINE MAINT	05/20/2023	186.18	.00		
34126319	FIRE DEPT - COPY MACHINE MAINT	05/20/2023	74.48	.00		
34126319	POLICE - COPY MACHINE MAINT	05/20/2023	111.70	.00		
34126319	PUBLIC WORKS - COPY MACHINE MAINT	05/20/2023	111.70	.00		
34126319	SEWER DEPT - COPY MACHINE MAINT	05/20/2023	74.48	.00		
34126319	WATER DEPT - COPY MACHINE MAINT	05/20/2023	74.48	.00		
Total 9397:			817.72	.00		
EARL F ANDERSEN INC						
0132756-IN	FLASHING BEACONS FOR STOP SIGNS	05/15/2023	436.15	.00		
Total 404:			436.15	.00		
EMERGENCY AUTOMOTIVE TECH						
MP03162350D	2023 SQUAD OUTFITTING	05/30/2023	2,601.54	.00		
MP03162350E	2023 SQUAD OUTFITTING	05/30/2023	692.87	.00		
Total 9401:			3,294.41	.00		
EMERGENCY MEDICAL PRODUCTS INC						
2553738	FD - MEDICAL SUPPLIES	05/10/2023	249.36	.00		
2556214	FD - MEDICAL SUPPLIES	05/19/2023	40.99	.00		
2558186	FD - MEDICAL SUPPLIES	05/30/2023	150.95	.00		
Total 433:			441.30	.00		
FIRST SUPPLY LLC - LA CROSSE						
13639016-01	WATER DEPT - SMALL TOOLS	05/24/2023	113.12	.00		
13639016-02	WATER DEPT - SMALL TOOLS	05/24/2023	84.60	.00		
Total 557:			197.72	.00		
FRIESEN, RYAN						
6/6/23	LIBRARY - PROGRAM FEE	06/06/2023	100.00	.00		
Total 10033:			100.00	.00		
G & F DISTRIBUTING, INC.						
0132314410	GC - BEER FOR RESALE	05/26/2023	179.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8628:			179.00	.00		
GILLETTE, JAY						
2023 BOOT	REIMBURSE - WORK BOOT	06/04/2023	125.00	.00		
Total 324:			125.00	.00		
GOPHER STATE ONE-CALL						
3050515	SEWER - LOCATE	05/31/2023	54.00	.00		
3050515	WATER - LOCATE	05/31/2023	54.00	.00		
Total 620:			108.00	.00		
GRAF ELECTRIC, INC.						
20706	REPAIR GRINDER PANEL - FLOOD	05/02/2023	216.63	.00		
20707	GRINDER PUMP TEMP SERVICE - FLOOD	05/04/2023	314.67	.00		
20708	GRINDER PUMP REPAIR- FLOOD	05/09/2023	142.50	.00		
Total 619:			673.80	.00		
HAWKINS INC.						
6470972	CHEMICAL STORAGE FEE	05/15/2023	10.00	.00		
6478813	POOL - CHEMICALS	05/23/2023	1,445.48	.00		
Total 512:			1,455.48	.00		
HILLTOPPER REFUSE & RCYL SRVC						
5/23 BAGS	MONTHLY REFUSE P/U - BAGS	05/31/2023	6,553.80	.00		
5/23 GOLF	RECYCLING & REFUSE P/U GOLF COURSE	05/31/2023	201.46	.00		
5/23 STMT	REFUSE P/U - CITY HALL	05/31/2023	66.41	.00		
5/23 STMT	REFUSE P/U ANIMAL SHELTER	05/31/2023	74.19	.00		
5/23 STMT	REFUSE P/U PARKS	05/31/2023	79.09	.00		
5/23 STMT	REFUSE SHORE ACRES FLOODING	05/31/2023	534.11	.00		
5/23 STMT	REFUSE P/U - LIBRARY	05/31/2023	10.00	.00		
5/23 STMT	REFFUSE P/U - FIRE DEPT	05/31/2023	25.00	.00		
5/23 STMT	RECYCLING P/U FIRE DEPT	05/31/2023	16.00	.00		
5/23 STMT	REFUSE P/U - ARENA	05/31/2023	148.30	.00		
5/23 STMT	CITYWIDE RECYCLING P/U	05/31/2023	7,214.80	.00		
5/23 STMT	REFUSE P/U MAINTENANCE	05/31/2023	217.69	.00		
Total 9233:			15,140.85	.00		
HOKAH CO-OP OIL ASSOCIATION						
5/23 STMT	GC - FUEL FILL	05/31/2023	2,212.36	.00		
5/23 STMT	GC - OIL FOR CARTS	05/31/2023	40.92	.00		
5/23 STMT	GC - ANNUAL TANK LEASE	05/31/2023	12.00	.00		
Total 715:			2,265.28	.00		
ILLINOIS LIBRARY ASSOCIATION						
239229	LIBRARY - PROGRAM SUPPLIES	05/22/2023	24.75	.00		
Total 9470:			24.75	.00		
INNOVATIVE OFFICE SOLUTIONS						
IN4184262	CITY - OFFICE SUPPLIES	05/03/2023	231.30	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
IN4184262	MAINT - OFFICE SUPPLIES	05/03/2023	28.32	.00		
IN4201545	POOL - OFFICE SUPPLIES	05/18/2023	192.74	.00		
IN4204666	PD - OFFICE SUPPLIES	05/22/2023	72.41	.00		
Total 9471:			524.77	.00		
INTERNATIONAL UNION OF						
5/23 DUES	UNION DUES WITHHELD - GOLF COURSE	06/01/2023	210.00	.00		
Total 8293:			210.00	.00		
ITL PATCH CO						
F1CE9F43-0002	PD - NEW PATCH FOR UNIFORMS	05/22/2023	985.00	.00		
Total 10078:			985.00	.00		
JMB & ASSOCIATES, LLC						
40332	REPLACEMENT DRIVE FOR SLIDE PUMP	05/31/2023	4,716.00	.00		
Total 10105:			4,716.00	.00		
KOCH, ANDREW						
2023 BOOT	REIMBURSE - BOOTS	05/22/2023	125.00	.00		
Total 9661:			125.00	.00		
KWIK TRIP INC						
5/23 STMT	WATER - FUEL	05/31/2023	27.98	.00		
5/23 STMT	POOL - SLUSHIE MIX	05/31/2023	137.43	.00		
5/23 STMT	PD - WASHER FLUID	05/31/2023	7.32	.00		
5/23 STMT	GC - FOOD FOR RESALE	05/31/2023	21.59	.00		
5/23 STMT	B & Z - FUEL	05/31/2023	54.65	.00		
5/23 STMT	FD - FUEL	05/31/2023	51.86	.00		
5/23 STMT	PD - FUEL	05/31/2023	1,512.08	.00		
5/23 STMT	PARKS - FUEL	05/31/2023	716.79	.00		
5/23 STMT	STREET - FUEL	05/31/2023	901.81	.00		
5/23 STMT	SEWER - FUEL	05/31/2023	27.98	.00		
Total 1014:			3,459.49	.00		
LA CRESCENT ACE HARDWARE						
5/23 STMT	POOL REPAIR	05/31/2023	12.87	.00		
5/23 STMT	POOL REPAIR	05/31/2023	24.98	.00		
5/23 STMT	POOL - KEYS	05/31/2023	33.48	.00		
5/23 STMT	PD - USB DRIVES	05/31/2023	27.98	.00		
5/23 STMT	PD - FINGERPRINTING MATERIALS	05/31/2023	27.74	.00		
5/23 STMT	PD - OFFICE SUPPLIES	05/31/2023	59.58	.00		
5/23 STMT	PARKS - STRUCTURE REPAIR	05/31/2023	22.99	.00		
5/23 STMT	FLAGS FOR CEMETERY	05/31/2023	86.04	.00		
5/23 STMT	VOLTAGE TESTER	05/31/2023	15.99	.00		
5/23 STMT	WATER SAMPLES SHIPPING	05/31/2023	38.84	.00		
5/23 STMT	POOL REPAIR	05/31/2023	10.99	.00		
5/23 STMT	POOL REPAIR - SLIDE	05/31/2023	17.49	.00		
5/23 STMT	STREET SIGNS CREDIT	05/31/2023	4.00-	.00		
5/23 STMT	POOL REPAIR	05/31/2023	19.23	.00		
5/23 STMT	PARKS - PLANT FOOD	05/31/2023	33.54	.00		
5/23 STMT	SHOP TOOLS	05/31/2023	9.58	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/23 STMT	TENNIS COURT WINDSCREENS	05/31/2023	67.21	.00		
5/23 STMT	PARKS - SMALL TOOLS	05/31/2023	14.99	.00		
5/23 STMT	STREET SIGNS	05/31/2023	26.98	.00		
5/23 STMT	FORD TAIL LIGHT	05/31/2023	4.59	.00		
5/23 STMT	SHOP TOOLS	05/31/2023	19.99	.00		
5/23 STMT	OUTDOOR STAGE - LIONS WILL REIMB	05/31/2023	133.05	.00		
5/23 STMT	STREET SIGNS	05/31/2023	8.76	.00		
5/23 STMT	SHOP TOOLS	05/31/2023	8.99	.00		
5/23 STMT	PARKS - SMALL TOOLS	05/31/2023	14.99	.00		
5/23 STMT	SHOP TOOLS	05/31/2023	11.18	.00		
5/23 STMT	POOL REPAIR	05/31/2023	7.99	.00		
5/23 STMT	MAINT - SMALL TOOLS	05/31/2023	10.99	.00		
5/23 STMT	STORMWATER REPAIR	05/31/2023	32.97	.00		
5/23 STMT	FLASHING LIGHTS REPAIR	05/31/2023	1.04	.00		
5/23 STMT	PARKS - SMALL TOOLS	05/31/2023	98.33	.00		
5/23 STMT	SHOP TOOLS	05/31/2023	39.99	.00		
5/23 STMT	PARKS - SMALL TOOLS	05/31/2023	11.99	.00		
5/23 STMT	POOL - SAFETY SUPPLIES	05/31/2023	7.99	.00		
5/23 STMT	POOL - CHEMICALS	05/31/2023	23.98	.00		
5/23 STMT	LIFTING CHAIN	05/31/2023	28.90	.00		
5/23 STMT	MAINT SHOP - SUPPLIES	05/31/2023	60.97	.00		
5/23 STMT	NUMBERS FOR GRINDER PUMPS	05/31/2023	88.51	.00		
5/23 STMT	GRINDER PUMP REPAIR - FLOOD DAMAGE	05/31/2023	39.48	.00		
5/23 STMT	CREDIT -GRINDER PUMP REPAIR - FLOOD DAMAGE	05/31/2023	4.00-	.00		
5/23 STMT	SHOP HOSE	05/31/2023	22.99	.00		
5/23 STMT	PARKS - SMALL TOOLS	05/31/2023	44.76	.00		
5/23 STMT	PD - OFFICE SUPPLIES	05/31/2023	3.98	.00		
5/23 STMT	GC - BLDG MAINTENANCE	05/31/2023	65.95	.00		
5/23 STMT	GC- CLUBHOUSE SUPPLIES	05/31/2023	27.09	.00		
5/23 STMT	GC - COURSE REPAIR	05/31/2023	5.59	.00		
5/23 STMT	GC - COURSE REPAIR	05/31/2023	5.18	.00		
Total 717:			1,372.72	.00		
LA CRESCENT AUTO REPAIR, INC						
26682	PD - VEHICLE MAINTENANCE	04/24/2023	21.60	.00		
26738	PD - VEHICLE MAINTENANCE	04/24/2023	75.60	.00		
26959	PD - P21 MAINTENANCE	06/08/2023	40.42	.00		
27084	PD - P21 MAINTENANCE	06/08/2023	498.94	.00		
27109	PD - VEHICLE MAINTENANCE	06/08/2023	49.25	.00		
27188	PD - P20 MAINTENANCE	06/08/2023	39.88	.00		
Total 8168:			725.69	.00		
LA CRESCENT BIKE SHOPPE						
6/3/23	BIKE SHOPPE SERVICES @ BIKE RODEO	06/03/2023	239.48	.00		
Total 9630:			239.48	.00		
LA CRESCENT ROCK PRODUCTS INC						
23-162	ROCK FOR SHORE ACRES FLOODING	05/31/2023	396.09	.00		
Total 1121:			396.09	.00		
LA CROSSE SEED CORPORATION						
SO-2318612	PARKS - SEED FOR HELP GRANT 2023 SITES	06/05/2023	80.36	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1198:			80.36	.00		
LACKORE ELECTRIC MOTOR REPAIR						
254290	POOL - PUMP MOTOR FOR SLIDE	05/26/2023	1,817.12	.00		
Total 1169:			1,817.12	.00		
LAW ENFORCEMENT LABOR SERVICES						
5/23 DUES	PD - PAYROLL DEDUCTED UNION DUES	06/01/2023	405.00	.00		
Total 1134:			405.00	.00		
LEAGUE OF MN CITIES INS TRUST						
2023/2024 WC	PREPAID WC INS. PREMIUM	05/30/2023	124,131.00	124,131.00	05/30/2023	
5/23 - 5/24	PREPAID INSURANCE	05/30/2023	137,311.00	137,311.00	05/30/2023	
7/23 - 7/24 G.C.	PRE-PAID LIQUOR LIAB. INS. PREMIUM - G.C.	05/30/2023	2,328.00	2,328.00	05/30/2023	
Total 1115:			263,770.00	263,770.00		
LUDWIGSON, JASON						
5/1/23 - 5/31/23	SUSTAINABILITY SERVICES	05/31/2023	5,191.68	.00		
5/1/23 - 5/31/23	MILEAGE	05/31/2023	91.04	.00		
Total 9632:			5,282.72	.00		
MACQUEEN EQUIPMENT INC						
W05163	FD - VEHICLE MAINTENANCE	05/18/2023	522.22	.00		
W05164	FD - VEHICLE MAINTENANCE	05/18/2023	2,217.70	.00		
Total 1346:			2,739.92	.00		
MC CABE ROOFING, INC.						
6353	SECOND SERVICE WELL #3 VETERANS PARKS	04/14/2023	295.00	.00		
Total 8404:			295.00	.00		
MED COMPASS						
43335	FD - HEALTHFIT & SCBA FIT TEST	05/04/2023	345.00	.00		
Total 8978:			345.00	.00		
MENARDS-LA CROSSE						
83260	OUTDOOR STAGE - LIONS WILL REIMB	05/11/2023	359.68	.00		
83398	OUTDOOR STAGE - LIONS WILL REIMB	05/15/2023	449.59	.00		
83566	GC - COURSE REPAIR	05/18/2023	109.89	.00		
83570	GC - SMALL TOOLS	05/18/2023	37.98	.00		
83570	GC - CLEANING SUPPLIES	05/18/2023	103.32	.00		
83570	GC - COURSE REPAIR	05/18/2023	72.90	.00		
83570	GC - REPAIR EQUIP,EMT	05/18/2023	46.98	.00		
83579	POOL - REPAIR TO VALVE	05/18/2023	7.62	.00		
83579	MAINT SHOP - SMALL TOOLS	05/18/2023	18.99	.00		
83579	STORMSEWER REPAIR	05/18/2023	89.55	.00		
84175	PARKS - SMALL TOOLS	05/31/2023	4.98	.00		
84175	MAINT SHOP - CLEANING SUPPLIES	05/31/2023	47.82	.00		
84175	STREET - DIESEL EXHAUST FLUID	05/31/2023	32.56	.00		
84175	PARKS - CHEMICALS	05/31/2023	112.14	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
84175	STREET - SMALL TOOLS	05/31/2023	34.99	.00		
84213	STORM SEWER GRATE - PARK ST	06/01/2023	38.96	.00		
Total 1352:			1,567.95	.00		
MIENERGY COOPERATIVE						
MR 1084 #105	FIRE STATION RENOVATION LOAN	06/01/2023	3,000.00	.00		
Total 9578:			3,000.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
5/26/23P/R00156	MN CHILD SUPPORT	05/30/2023	640.97	640.97	05/30/2023	
Total 9597:			640.97	640.97		
MINNESOTA DEPARTMENT OF HEALTH						
2ND QTR 2023	QTRLY STATE WATER CONNECTION FEE	06/01/2023	4,974.21	.00		
Total 1396:			4,974.21	.00		
MN DEPT OF TRANSPORTATION						
900016837	BRIDGE INSPECTION	05/17/2023	428.80	.00		
Total 1364:			428.80	.00		
MORRIS ELECTRONICS INC.						
3052	CITY - EMAIL PROTECTION SPAM/MALWARE	05/31/2023	206.50	.00		
3054	CITY - BACKUP STORAGE	05/31/2023	1,424.71	.00		
Total 10081:			1,631.21	.00		
MOST DEPENABLE FOUNTAINS, INC.						
INV72438	WATER FOUNTAIN PARTS	04/11/2023	382.00	.00		
Total 10097:			382.00	.00		
MSA PROFESSIONAL SERVICES INC						
R12759007.0-2	PROF SERVICES - WALNUT ST CORRIDOR PLAN	05/06/2023	2,160.00	.00		
Total 9388:			2,160.00	.00		
MTI DISTRIBUTING INC						
1384452-00	PARKS - MOWER REPAIR	05/11/2023	508.82	.00		
1384452-01	PARKS - LAWN MOWER PARTS	05/10/2023	178.29	.00		
1384587-00	PARKS - LAWN MOWER PARTS	05/11/2023	137.75	.00		
Total 1330:			824.86	.00		
NCPERS GROUP LIFE INSURANCE						
5/23 STMT	LIFE INSURANCE PREMIUMS	06/01/2023	96.00	.00		
Total 1619:			96.00	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1123153	GC - BEER FOR RESALE	05/18/2023	270.70	.00		
1126727	GC - BEER FOR RESALE	05/25/2023	849.85	.00		
1130100	GC - BEER FOR RESALE	06/01/2023	405.35	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2311:			1,525.90	.00		
NORTON PSYCHOLOGICAL SERVICES						
6/7/23	PD - PREEMPLOYMENT PSYCH EVALS	06/07/2023	250.00	.00		
Total 9897:			250.00	.00		
OLMSTEAD COUNTY						
SHER-146268	PD - EVOC TRAINING FOR 2 OFFICERS	05/26/2023	350.00	.00		
Total 9830:			350.00	.00		
P & T ELECTRIC INC						
23795	2ND ELECTRICAL SERVICE ON WELL 3 FOR VETS PARK	05/24/2023	5,089.70	.00		
Total 1643:			5,089.70	.00		
PEDERSON, THOMAS						
6/15/23	LIBRARY - PROGRAM FEE	06/15/2023	272.00	.00		
Total 10099:			272.00	.00		
PEPSI-COLA BOTTLING COMPANY						
9119650	GC - POP FOR RESALE	05/08/2023	374.20	.00		
9120798	GC - POP FOR RESALE	05/15/2023	411.60	.00		
9123104	POOL - POP FOR RESALE	05/30/2023	1,040.70	.00		
Total 1615:			1,826.50	.00		
PERFORMANCE FOODSERVICE						
439978	POOL - CONCESSIONS	05/24/2023	1,319.87	.00		
445427	POOL - CONCESSIONS	05/26/2023	1,424.13	.00		
448453	POOL - CONCESSIONS	06/02/2023	831.69	.00		
453079	POOL - CONCESSIONS	06/07/2023	1,091.18	.00		
Total 10087:			4,666.87	.00		
PETTY CASH-CITY HALL						
2023 POOL	POOL - START UP CASH	05/24/2023	300.00	300.00	05/24/2023	
Total 1605:			300.00	300.00		
PROLOGUE PLANNING GROUP						
5/1/23 - 5/30/23	ECONOMIC DEVELOPMENT SERVICES	05/30/2023	3,161.60	.00		
Total 10006:			3,161.60	.00		
PUMP 4 LESS						
5/23 CITY	PARKS - MOTOR FUEL	05/31/2023	360.84	.00		
5/23 CITY	PUBLIC WORKS - MOTOR FUEL	05/31/2023	41.76	.00		
5/23 POLICE	POLICE DEPT - MOTOR FUEL	05/31/2023	254.54	.00		
Total 8604:			657.14	.00		
QUADIENT FINANCE USA, INC						
5/23 STMT	Postage Meter Postage- Animal rescue	05/15/2023	3.00	3.00	05/24/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5/23 STMT	Postage Meter Postage- B&Z	05/15/2023	21.00	21.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Clerk	05/15/2023	45.00	45.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Fire	05/15/2023	12.00	12.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Golf course	05/15/2023	9.00	9.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Library	05/15/2023	9.00	9.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Arena	05/15/2023	3.00	3.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Lic Bur	05/15/2023	30.00	30.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Police	05/15/2023	21.00	21.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Pool	05/15/2023	6.00	6.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Public works	05/15/2023	15.00	15.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Sewer	05/15/2023	63.00	63.00	05/24/2023	
5/23 STMT	Postage Meter Postage- Water	05/15/2023	63.00	63.00	05/24/2023	
Total 9799:			300.00	300.00		
QUALITY POOL & SPA						
27597	POOL - CHEMICALS	05/23/2023	180.98	.00		
27706	POOL - CHEMICALS	05/27/2023	277.85	.00		
Total 1596:			458.83	.00		
QUILLINS LA CRESCENT						
5/23 CITY	GC - JELLY FOR BIRD FEEDER	05/31/2023	7.98	.00		
5/23 CITY	GC - FOOD FOR RESALE	05/31/2023	34.20	.00		
5/23 CITY	GC - FOOD FOR RESALE	05/31/2023	4.38	.00		
5/23 CITY	GC - FOOD FOR RESALE	05/31/2023	14.38	.00		
5/23 CITY	GC - FOOD FOR RESALE	05/31/2023	57.32	.00		
5/23 CITY	GC - FOOD FOR RESALE	05/31/2023	25.31	.00		
5/23 CITY	SNACKS FOR BIKE TO WORK DAY	05/31/2023	38.78	.00		
Total 1707:			182.35	.00		
SCHOTT DISTRIBUTING CO., INC.						
519638	GC - BEER FOR RESALE	05/11/2023	549.25	.00		
521828	GC - BEER FOR RESALE	05/25/2023	990.80	.00		
Total 1931:			1,540.05	.00		
SEMCAC						
INVOICE NO 5	SCDP GRANT EXPENSE	06/07/2023	2,851.35	.00		
Total 9559:			2,851.35	.00		
SOLBERG, ELLIE						
6/2/23	REFUND - LOG ROLLING CLASS CANCELLED	06/02/2023	90.00	.00		
Total 10103:			90.00	.00		
SOUTHEAST LIBRARIES COOP						
051308	LIBRARY - SELCO AUTOMATION FEE	06/02/2023	1,323.24	.00		
Total 1962:			1,323.24	.00		
SPLISH SPLASH AUTO BATH						
5/26/23	PD - 20 CAR WASH TOKENS	05/26/2023	162.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8567:			162.00	.00		
STAVENAU, DOUG						
2023 BOOT	WORK BOOT REIMBURSEMENT	05/13/2023	114.99	.00		
Total 1875:			114.99	.00		
TRI-STATE BUSINESS MACHINES IN						
574287	DMV - COPY/PRINTER	05/28/2023	70.32	.00		
Total 2024:			70.32	.00		
TUGGmusic, LLC						
5/30/23	LIBRARY - MUSIC PERFORMANCE	05/30/2023	750.00	750.00	05/30/2023	
Total 10095:			750.00	750.00		
UNITED STATES POSTMASTER						
5/23 CYCLE 1	POSTAGE - WATER/SEWER BILL	05/31/2023	174.96	174.96	05/31/2023	
5/23 CYCLE 1	POSTAGE - WATER/SEWER BILL	05/31/2023	174.96	174.96	05/31/2023	
PO BOX 142 202	PO BOX RENEWAL FEE	05/31/2023	114.00	.00		
Total 2102:			463.92	349.92		
UNIVERSAL TRUCK EQUIPMENT INC						
60609	PD - FIREARMS TRAINING STEEL	04/19/2023	181.46	181.46	05/24/2023	
Total 2105:			181.46	181.46		
VERIZON WIRELESS						
9935958922	FD - MOBILE	05/28/2023	120.03	.00		
9935980814	B&Z - COMPUTER DATA	05/28/2023	60.02	.00		
9935980814	PD - COMPUTER DATA & PHONE SERVICE	05/28/2023	497.94	.00		
9935980814	SEWER DEPT - DATA	05/28/2023	35.01	.00		
9935980814	WATER DEPT - DATA	05/28/2023	35.01	.00		
Total 8973:			748.01	.00		
VISA						
5/23 STMT	POOL - FIRST AID	05/31/2023	90.70	.00		
5/23 STMT	FLOOD REVIEW MEETING LUNCH	05/31/2023	51.75	.00		
5/23 STMT	A/R - OTHER	05/31/2023	31.24	.00		
5/23 STMT	A/R - OTHER	05/31/2023	250.75	.00		
5/23 STMT	SPRAYER REPAIRS	05/31/2023	704.70	.00		
5/23 STMT	PD - HOTEL FOR OFFICER TRAINING R. CLARK	05/31/2023	211.44	.00		
5/23 STMT	INSTRUCTOR CERTIFICATION - M. ERNSTER & D. DAVEA	05/31/2023	990.00	.00		
5/23 STMT	PD - INTERNET PEOPLE SEARCH	05/31/2023	75.00	.00		
5/23 STMT	CHEST WADERS FOR SHORE ACRES FLOODING GRIND	05/31/2023	201.83	.00		
5/23 STMT	LIBRARY - TRAVEL FOR CONFERENCE	05/31/2023	438.81	.00		
5/23 STMT	LIBRARY - TRAVEL FOR CONFERENCE	05/31/2023	35.10	.00		
5/23 STMT	LIBRARY - BOOKS	05/31/2023	17.30	.00		
Total 2208:			3,098.62	.00		
VSC CORPORATION						
#28 322 S 1ST	LAND PURCH.-CONTRACT FOR DEED-PRINCIPAL	06/01/2023	2,229.26	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
#28 322 S 1ST	LAND PURCH.-CONTRACT FOR DEED-INTEREST	06/01/2023	241.77	.00		
Total 9942:			2,471.03	.00		
WHKS & CO.						
48312	WIESER PARK IMPROVEMENTS DESIGN	04/28/2023	3,571.38	.00		
48313	HORSETRACK MEADOWS NORTH	04/28/2023	254.08	.00		
Total 8290:			3,825.46	.00		
WIESER LAW OFFICE PC						
5/23 CITY	BLDG/ZNG - LEGAL FEES	05/31/2023	1,294.61	.00		
5/23 CITY	CLERK - LEGAL FEES	05/31/2023	1,294.61	.00		
5/23 CITY	COUNCIL - LEGAL FEES	05/31/2023	1,294.61	.00		
5/23 CITY	SEWER DEPT - LEGAL FEES	05/31/2023	647.31	.00		
5/23 CITY	WATER DEPT - LEGAL FEES	05/31/2023	647.31	.00		
5/23 POLICE	PD - LEGAL FEES	05/31/2023	7,639.57	.00		
Total 2361:			12,818.02	.00		
WIESER PRECAST/DORIC VAULTS						
13970	REPAIR CATCH BASIN ON TWILITE AFTER FLOOD	05/18/2023	181.69	.00		
13994	WASTE BINS OLD HICKORY PARK	05/22/2023	2,244.38	.00		
Total 2309:			2,426.07	.00		
XCEL ENERGY						
4/23 STMT	UNIT STREET LIGHTS - 33 S WALNUT	04/30/2023	51.05	51.05	05/24/2023	
4/23 STMT	TENNIS COURT LIGHTS - 608 S 7TH ST	04/30/2023	5.64	5.64	05/24/2023	
4/23 STMT	NEW LACRESCENT SIGN - 209 S WALNUT	04/30/2023	5.95	5.95	05/24/2023	
4/23 STMT	PARK SHELTER - 1200 JONATHAN	04/30/2023	8.44	8.44	05/24/2023	
4/23 STMT	SHORE ACRES - GRINDER PUMPS	04/30/2023	328.36	328.36	05/24/2023	
4/23 STMT	ABNET FIELD - 1323 SPRUCE	04/30/2023	21.17	21.17	05/24/2023	
4/23 STMT	LIFT STATION - 110 MIDNIGHT	04/30/2023	22.14	22.14	05/24/2023	
4/23 STMT	LIBRARY - 321 MAIN	04/30/2023	42.01	42.01	05/24/2023	
4/23 STMT	CITY HALL - 315 MAIN	04/30/2023	487.49	487.49	05/24/2023	
4/23 STMT	LIFT STATION - 31 MCINTOSH RD E	04/30/2023	19.59	19.59	05/24/2023	
4/23 STMT	ICE ARENA - 520 S 14TH	04/30/2023	1,172.16	1,172.16	05/24/2023	
4/23 STMT	STREET LIGHTS - PO BOX 142	04/30/2023	6,489.44	6,489.44	05/24/2023	
4/23 STMT	SIGN LITE - 525 S CHESTNUT	04/30/2023	14.41	14.41	05/24/2023	
4/23 STMT	FLAG LIGHT - 226 MAIN	04/30/2023	20.38	20.38	05/24/2023	
4/23 STMT	FLAG LIGHT - 202 MAIN	04/30/2023	10.33	10.33	05/24/2023	
4/23 STMT	WELL HOUSE - 200 STONEY PT RD	04/30/2023	864.14	864.14	05/24/2023	
4/23 STMT	RESERVOIR - 1026 CRESCENT HILLS	04/30/2023	14.83	14.83	05/24/2023	
4/23 STMT	BOOSTER STATION - 193 MCINTOSH E	04/30/2023	44.58	44.58	05/24/2023	
4/23 STMT	RADIUM PLANT - 722 N 2ND	04/30/2023	531.37	531.37	05/24/2023	
4/23 STMT	WELL #2 - 400 LARCH	04/30/2023	660.95	660.95	05/24/2023	
4/23 STMT	WELL #3 - LOAD PROFILE 417 WALNUT PL	04/30/2023	1,474.13	1,474.13	05/24/2023	
Total 1410:			12,288.56	12,288.56		
ZENKE INC						
PAY REQ NO 7 -	2022 STREET RECONST PROJECT	06/06/2023	5,399.25	.00		
Total 2412:			5,399.25	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ZIEBELL'S HIAWATHA FOODS INC						
369991	GC - KITCHEN PRODUCTS	05/05/2023	90.74	.00		
369991	GC - FOOD FOR RESALE	05/05/2023	677.89	.00		
369991	GC- SNACKS	05/05/2023	150.00	.00		
369992	GC - CLEANING SUPPLIES	05/04/2023	48.51	.00		
369992	GC - FOOD FOR RESALE	05/04/2023	97.54	.00		
370105	GC - FOOD CREDIT	05/04/2023	62.70-	.00		
370646	GC - FOOD FOR RESALE	05/11/2023	204.65	.00		
370646	GC - KITCHEN SUPPLIES	05/11/2023	61.36	.00		
370698	GC - KITCHEN PRODUCTS	05/12/2023	48.94	.00		
371326	GC - KITCHEN SUPPLIES	05/18/2023	142.20	.00		
371326	GC - FOOD FOR RESALE	05/18/2023	996.64	.00		
371326	GC - CHIPS, SNACKS, NUTS	05/18/2023	46.96	.00		
371326	GC - CLEANING SUPPLIES	05/18/2023	133.17	.00		
371984	GC - CLEANING SUPPLIES	05/25/2023	188.89	.00		
371984	GC - KITCHEN SUPPLIES	05/25/2023	67.85	.00		
371984	GC - FOOD FOR RESALE	05/25/2023	559.92	.00		
Total 2417:			3,452.56	.00		
Grand Totals:			548,753.73	278,580.91		

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

#3.1

TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 8, 2023
RE: Closed Session

City Attorney Skip Wieser will be in attendance at the meeting, and Susan Tindal from the law firm of Iverson Ruevers will be in attendance via Zoom, to review this with the City Council.

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

#3.2

TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 8, 2023
RE: PERA Settlement Agreement

City Attorney Skip Wieser will be in attendance at the meeting, and Susan Tindal from the law firm of Iverson Ruevers will be in attendance via Zoom, to review the proposed PERA settlement agreement with the City Council.

CITY OF LA CRESCENT
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#3.3

RESOLUTION NO. 06-23-20

RESOLUTION ACCEPTING DONATIONS MADE TO THE CITY OF LA CRESCENT WIESER MEMORIAL PARK IMPROVEMENT PROJECT IN MAY 2023

WHEREAS, the City of La Crescent ("La Crescent") is required by Minn. Stat. § 465.03 to accept donations by Resolution;

WHEREAS, the following donations were made to La Crescent in the month of May 2023 to the Wieser Memorial Park Improvement Project to be used for the specific purpose of improvements to the park shelter and bathroom facilities:

1. Nick and Jody Erdmann wish to donate $300.00

2. An Anonymous donor wishes to donate $2500.00

WHEREAS, La Crescent agrees to accept the donations for Wieser Memorial Park Subject to the conditions identified above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Crescent hereby accepts the donations stated above for Wieser Memorial Park subject to the conditions identified above.

ADOPTED this 12th day of June 2023.

SIGNED:

_____
Mayor

ATTEST:

_____
Deputy Clerk

#3.4

TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 8, 2023
RE: Fire Department Waiver

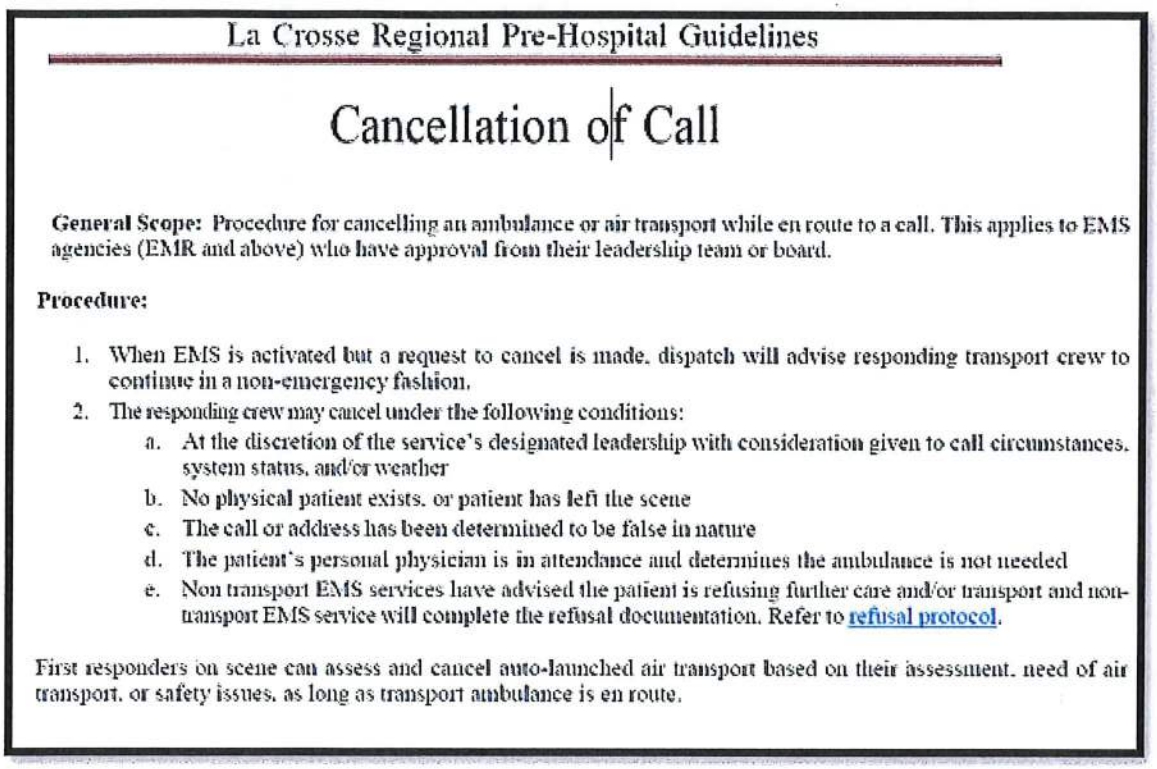
Cassie Buehler, Deputy Fire Marshal for the La Crescent Fire Department, will be in attendance at the meeting to review the attached waiver and information with the City Council.

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

Bill Waller

From: Fire Dispatch
Sent: Thursday, June 8, 2023 5:51 PM
To: Bill Waller
Cc: Skip Wieser
Subject: Refusal Form - La Crescent Fire Department
Attachments: Refusal Form Draft.pdf

Current state: Tri-State Ambulance (TSA) gets paged for any medical call in La Crescent. We cannot cancel Tri-State even if we know the patient is going to refuse further care and/or transport. Please note, we can currently cancel TSA under the following conditions as outlined in the Pre-Hospital Guidelines (Page 89):



La Crosse Regional Pre-Hospital Guidelines

Cancellation of Call

General Scope: Procedure for cancelling an ambulance or air transport while en route to a call. This applies to EMS agencies (EMR and above) who have approval from their leadership team or board.

Procedure:

1. When EMS is activated but a request to cancel is made, dispatch will advise responding transport crew to continue in a non-emergency fashion.
2. The responding crew may cancel under the following conditions:
   a. At the discretion of the service's designated leadership with consideration given to call circumstances, system status, and/or weather
   b. No physical patient exists, or patient has left the scene
   c. The call or address has been determined to be false in nature
   d. The patient's personal physician is in attendance and determines the ambulance is not needed
   e. Non transport EMS services have advised the patient is refusing further care and/or transport and non-transport EMS service will complete the refusal documentation. Refer to refusal protocol.

First responders on scene can assess and cancel auto-launched air transport based on their assessment, need of air transport, or safety issues, as long as transport ambulance is en route.

Future state: If La Crescent EMS arrives on scene and the patient is going to refuse further care and/or transport to a hospital, EMS can have the patient sign the refusal form. However, there are specific criteria the patient must meet in order for La Crescent to allow patient refusal (e.g.; patient assessment to ensure there are no extenuating circumstances that would warrant further medical treatment). We also must verbalize word for word the General Refusal Statement. This new process would allow us to cancel TSA as outlined in the Pre-Hospital Guidelines (page 122), which would allow TSA to be available for other medical calls that require more emergent action and avoid unnecessary time, costs, and resources.

La Crescent personnel would received additional education and training on the refusal process once adopted into practice.

Refusal of Evaluation, Treatment, and/or Transport

General Scope: Procedure for patient refusal of evaluation, treatment and/or transport. This applies to EMS agencies (EMR and above) who have approval from their leadership team or board.

Procedure:

Determining capacity to refuse

Patients are considered to be capable of refusing care if they do not endorse suicidal or homicidal ideation, are oriented to person, place, time, and event (or to their baseline mental status) and canexpress understanding of the risks of refusal.

The use of alcohol or other drugs should not be used solely as a criterion for rendering a person incapable of making a medical decision. Rather, the circumstances of the event should be taken intoaccount. For example, the patient who has used alcohol or other drugs with a potential for head trauma and altered mental status will be transported under implied consent whereas the substance-using patient in their home with no evidence of trauma who meets the capacity criteria above may be capable of making a medical decision.

1. Upon identification of a patient, recommend evaluation, treatment, and/or transport
2. Determine mental status and extent of illness and/or injury
    a. If subject is believed to lack capacity to refuse
        i. Treat/transport under implied consent if possible
        ii. Consider law enforcement involvement for possible chapter hold
3. Provide appropriate assessment and treatment as allowed
4. Advise patient and/or representative of potential risks of refusal and obtain acknowledgement of understanding and acceptance of risks and responsibility
5. Consider contacting Medical Control for consultation about and/or with the patient and/orrepresentative
6. Read to the patient and/or representative the General Refusal Statement below
7. Advise the patient and/or representative call 911 for additional service if needed
8. If refusal obtained, ePCR/run report must be completed with a copy of the signed refusal form

General Refusal Statement

You understand that the EMS personnel are not physicians, and our care is not a substitute for that of a physician. You recognize that you may have a serious injury or illness which could get worse without medical attention even though you (or the patient on whose behalf I legally sign this document) may feel fine at the present time.

Cassie Buehler
La Crescent Fire Department
Deputy Fire Marshal

REFUSAL OF EVALUATION, TREATMENT AND/OR TRANSPORT

AGENCY _____ RUN # _____

DECISION-MAKING BENCHMARKS	
☐	Patient is alert and oriented
☐	Patient is not impaired by drugs or alcohol
☐	Patient is not suffering from significant psychiatric illness
☐	Patient is an adult or emancipated minor who makes their own healthcare decisions

PATIENT DOES NOT MAKE THEIR OWN HEALTHCARE DECISIONS	
☐	Patient is a minor and parent/guardian has been contacted or is on scene
☐	Patient is an adult and POA/healthcare decision maker has been contacted or is on scene
☐	Unable to contact POA/healthcare decision maker, facility staff accepts responsibility

CLINICAL BENCHMARKS	
☐	Review of current medications and past medical history
☐	Two sets of vitals obtained (Minimum: HR, BP, SpO2, lung sounds)

DOCUMENTATION BENCHMARKS	
☐	Patient is refusing transport
☐	Provider has read "General Refusal Statement" to patient
☐	Patient reads and signs "Release of Liability Statement"

GENERAL REFUSAL STATEMENT

"You understand that the EMS personnel are not Physicians and our care is not a substitute for that of a Physician. You recognize that you may have a serious illness and/or injury which could get worse without medical attention even though you (or the patient on whose behalf you legally sign this document for) may feel fine at the present time."

RELEASE OF LIABILITY STATEMENT

By signing below, you are acknowledging the EMS personnel have advised you, and that you understand, the potential risk to your health that may result from your refusal of the recommended care; and you release EMS and supporting personnel from liability resulting from refusal. If you change your mind and desire evaluation, treatment and/or transport to a hospital, you can re-contact the EMS system at anytime by calling 911.

Patient Name _____ Signature _____

PATIENT REPRESENTATIVE (IF PATIENT DOES NOT MAKE THEIR OWN HEALTHCARE DECISIONS)

Representative Name _____ Signature _____

Relation _____

EMS PROVIDER

EMS Provider Name _____ Signature _____

Title _____

Witness Name _____ Signature _____

Title _____

ALL REFUSALS MUST HAVE A PCR WITH THIS FORM ATTACHED

#3.5

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

Apple Capital of Minnesota

June 7, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Camera System for the Wieser Park Pavilion & the La Crescent Aquatic Center

Respectfully request to authorize amending the 2022 Capital Expenditure Budget for the purchase of two outdoor dome cameras for the new Wieser Park Pavilion and three outdoor dome cameras for the La Crescent Aquatic Center.

Wieser Park Pavilion - $5,560.05

La Crescent Aquatic Center - $6,337.83

The installation of the state-of-the-art cameras will enhance the city's security and liability needs in these areas that are currently lacking.

Five Star Telecom has been identified as the company offering the system that is technologically current and compatible with the city's current overall system. Five Star Telecom has been contracted by the city for camera systems since 2019 that included the 2022 pedestrian bridge camera project which has been a huge success and asset for the city.

It is anticipated in 2023 the City of La Crescent will be receiving a Public Safety Aid Package with La Crescent's allotment calculated at $233,374. This funding will offset certain other capital expenditure projects/purchases.

Sincerely,

Luke Ahlschlager

Chief of Police

315 Main Street La Crescent, MN 55947
lacrescentpolice@cityoflacrescent-mn.gov 507.895.4414

#3.6

TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 8, 2023
RE: Juneteenth Holiday

Attached for review and consideration by the City Council is information from the League of Minnesota Cities regarding the establishment of Juneteenth as a state-recognized holiday.

The new law will require that City Hall be closed this year on June 19th in observation of the holiday. The Police Department, a core function of the Public Works Department, and the Golf Course will continue to function just as any other day of the year.

Attached are memorandums of understanding with the three unions that represent City employees. We would suggest that the City Council approve the three memorandums of understanding. We would also suggest that the City Council recognize the holiday for City employees that are not represented by a bargaining unit.

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

LMC LEAGUE of MINNESOTA CITIES

New Juneteenth Holiday Will Be Effective This Year

May 23, 2023

A provision included in the state and local government omnibus bill adjusts the previous effective date to make the holiday required this year.

A bill to establish Juneteenth as a state-recognized holiday, HF 48 (Rep. Ruth Richardson, DFL-Mendota Heights/Sen. Bobby Champion, DFL-Minneapolis), was passed off the Senate floor on Jan. 26 with a vote of 57-8. On Feb. 2, it was passed by the House by a vote of 126-1. The bill was signed into law by Gov. Tim Walz.

The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was set to go into effect on Aug. 1, 2023, however, a provision contained in HF 1830 (Rep. Ginny Klevorn, DFL-Plymouth/Sen. Samakab Hussein, DFL-St. Paul), the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed.

The HF 1830 conference committee report containing the updated effective date was passed by the House and Senate and will now go to Gov. Tim Walz to be signed. Cities will need to update their existing schedules to reflect the June 19 holiday and make any necessary adjustments.

Read more news articles

Your LMC Resource

Alex Hassel

Intergovernmental Relations Representative

(651) 281-1261 or (800) 925-1122

ahassel@lmc.org

MEMORANDUM OF AGREEMENT

Between

CITY OF LA CRESCENT

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65, LOCAL 2166

This Memorandum of Agreement (hereinafter, "MOA") is entered into between The City of La Crescent (hereinafter, "City") and the American Federation of State, County and Municipal Employees, Council 65, Local 2166 (hereinafter, "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter, "CBA) effective January 1, 2023 through December 31, 2025; and

WHEREAS, Article 11, of the CBA sets forth observed holidays and holiday pay terms; and

WHEREAS, the State of Minnesota enacted legislation amending Minn. Stat. § 645.44, subd. 5, recognizing and observing Juneteenth a state holiday effective June 19, 2023; and

WHEREAS, the City and the Union wish to include Juneteenth as an observed holiday into the parties' CBA.

NOW THEREFORE, the parties agree as follows:

Article 11.2 Holidays shall be amended to include Juneteenth in the listing of holidays in the parties' current CBA.

SIGNATURE PAGE TO FOLLOW

The parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates indicated below.

CITY OF LA CRESCENT

_____

(Name) Date
(Title)

_____

(Name) Date
(Title)

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65, LOCAL 2166

_____

Max Forrester Date
Labor Representative

_____

Tyler Benish Date
Local President

MEMORANDUM OF AGREEMENT

Between

The City of La Crescent

And

LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #120, Licensed Police Officer

This Memorandum of Agreement (hereinafter, "MOA") is entered into between City of La Crescent (hereinafter, "City") and the Law Enforcement Labor Services, Inc. Local #120, Licensed Police Officer (hereinafter, "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter, "CBA) effective January 1, 2023 through December 31, 2025; and

WHEREAS, Article 14, of the CBA sets forth observed holidays and holiday pay terms; and

WHEREAS, the State of Minnesota enacted legislation amending Minn. Stat. §10.55 and §645.44 recognizing and observing Juneteenth a state holiday effective June 19, 2023; and

WHEREAS, the City and the Union wish to include Juneteenth as an observed holiday into the parties' CBA and make it effective for the 2023 Juneteenth holiday.

NOW THEREFORE, the parties agree as follows:

Effective for the 2023 Juneteenth holiday and forthwith, Article 14- Holidays

Section 14.1.1 shall be amended to include Juneteenth in the listing of holidays in the parties' current CBA;

and the following to be modified to include:

Article 14.1 Paid Holidays: Each employee must work if scheduled and is considered off work if scheduled to be off work. Each member will get on the Wednesday before Thanksgiving of each year, twelve (12) days pay at the rate of eight (8) hours pay or ninety-six (96) hours in pay in a lump sum cash payment for that year.

SIGNATURE PAGE TO FOLLOW

The parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates indicated below.

City of La Crescent

_____

Mayor Date

_____

City Administrator Date

LELS, LOCAL NO. 120

_____

Tim Chmielewski Date
Business Agent

_____

Union Steward Date

MEMORANDUM OF UNDERSTANDING

CITY OF LACRESCENT AND
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 49

This Memorandum of Understanding is entered into between the City of La Crescent (Pine Creek Golf Course) (hereafter "City") and International Union of Operating Engineers (IUOE), Local No. 49 (hereafter "Union").

WHEREAS, the City and the Union are parties to a Labor Understanding in effect January 1, 2023 through December 31, 2025, covering employees in the Local 49 bargaining unit; and

WHEREAS, Article 12 of the Labor Understanding provides for the holidays to be observed; and

WHEREAS, the State of Minnesota recently enacted legislation making Juneteenth (June 19th) a state holiday; and

WHEREAS, the City and the Union wish to include Juneteenth as a holiday, in the current Labor Understanding, to acknowledge Juneteenth in 2023.

NOW THEREFORE, the parties agree as follows:

Article 12, Work Schedules, of the current Labor Understanding shall be amended, as follows:

12.5 Employees who work on the following holidays shall receive one and one-half (1½) times their regular rate of pay for all hours worked on such holidays:

Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day

1. This Memorandum of Understanding represents the complete and total Understanding of the parties.

2. The following execution indicates an Understanding between the parties to the specific terms as set forth in this Memorandum of Understanding.

The parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

CITY OF LACRESCENT

_____
Mike Poellinger
Mayor

ATTEST:

_____
Bill Waller
City Administrator

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49

_____
Bryce Bushman
Area Business Representative

_____
Tina Henderson
Union Steward

Date: _____

#3.7

WIESER LAW OFFICE, P.C.

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

KELLY M. IVERSON
AL "SKIP" WIESER, III

AL WIESER, JR.
Emeritus

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

TO: **Honorable Mayor and City Council Members**

CC: Bill Waller, City Administrator

FROM: Skip Wieser, City Attorney

DATE: May 23, 2023

RE: **Chicken Ordinance**

Attached for City Council consideration an updated Chicken Ordinance.

Since the last meeting, the number of chickens was increased from five (5) to six (6). The remaining portions of the ordinance are the same. The document will be reviewed with the City Council at the upcoming City Council meeting.

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING THE LIMITED KEEPING OF CHICKENS IN THE CITY OF LA CRESCENT, MINNESOTA

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

SECTION I – PURPOSE.

The La Crescent City Council finds it necessary to regulate the limited keeping of chickens within the City of La Crescent to protect public health, safety, and welfare.

SECTION II – LIMITED KEEPING OF CHICKENS.

A. The limited keeping of chickens may be permitted as an accessory use to a legally established single-family residence subject to the following:

   1. The property shall be occupied with a single-family home. The owner of the chickens shall live in the dwelling on the property.
   2. No person shall keep more than six (6) total hen chickens.
   3. No person shall keep roosters or adult male chickens.
   4. Chickens shall be kept within a separate enclosed accessory building and fenced outdoor containment area subject to the following:
      a. The accessory building shall be less than 120 square feet in size and not exceed six feet in height.
      b. The accessory building shall comply with all standards for accessory buildings, unless otherwise stated herein.
      c. Any outdoor containment areas shall be screened from view from all neighboring properties and rights-of-way. Outdoor containment areas shall not exceed 20 square feet per bird and shall not have a fenced enclosure greater than six (6) feet in height.
      d. Any accessory building or containment area shall be located in the rear yard only and shall be at least 15 feet from any side or rear property lines.
      e. Fencing used to contain chickens shall comply with applicable conditions of the City Code.
      f. Chickens shall not be kept within the dwelling unit or garage.
      g. The accessory building and/or containment area shall be maintained in good repair, in a clean and sanitary manner, free of vermin, and free of objectionable odors.
      h. Chickens shall remain in the accessory building and/or containment area at all times and shall not run at large.
      i. Chickens shall remain in the accessory building from sunset to sunrise each day to prevent nuisance noise and the attraction of vermin and predators.

j. Accessory buildings for the purpose of this ordinance shall count towards the number of accessory buildings permitted or the size limitations as stated in Zoning Ordinance Chapter 12.

k. The slaughter of chickens on site is prohibited.

l. The raising of chickens for breeding purposes is prohibited.

m. The sale of eggs or other commercial activity on the premises is prohibited.

n. Feces and discarded feed shall be regularly collected and only stored temporarily on site in a leak-proof container with a tight-fitting cover to prevent nuisance odors and the attraction of vermin. Such waste may be composted on site if objectionable odors are not generated and maintained.

o. Chicken feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.

B. The keeping of farm animals other than chickens or in greater numbers than permitted by division A. above shall comply with all other requirements of the City Code.

C. The limited keeping of chickens is permitted at established schools providing kindergarten through Grade 12 (K – 12) education.

SECTION III – PERMIT REQUIRED. No person shall keep or maintain chickens without unless they have been granted a permit. The permit shall be subject to all terms and conditions of this ordinance, and any additional conditions deemed necessary by the City Council to protect the public health, safety, and welfare of the animal. The necessary permit applications are available in the City Clerk's Office. Included with the completed application, must be a scaled diagram that indicates the location of any chicken coop and run, the approximate size and distance from adjoining structures, and property lines.

SECTION IV – VIOLATION. A violation of this Ordinance is a petty misdemeanor subject to penalty not to exceed $300.00.

SECTION V. These provisions shall become effective from and after due passage and enactment, and publication, according to law.

PASSED AND ENACTED this _____ day of _____, 2023.

_____
Mayor

ATTEST:

_____
City Administrator

#3.8

TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: June 8, 2023
RE: Personnel Committee Recommendations

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

1. On July 5th, 2023, Daren Daveau will have completed his one-year probationary period as a Police Officer for the City of La Crescent. The Personnel Committee is recommending that effective July 5th, 2023, Mr. Daveau's probationary status be removed and that he be classified as a regular City of La Crescent employee. A letter from the Chief of Police regarding the recommendation is included.
2. Attached for review by the City Council is the job description that has been presented in the past for the new Public Works Directors position. The description has been modified slightly with the addition of the Incident Command System Training that is offered through FEMA. The duties of the Public Works Director are currently included in the job description for the City Administrator. The position will be a department head level supervisory position, and will not be part of a bargaining unit.
   The position will have a point value of 350-380, and a 2023 wage schedule from $38.19 to $45.85 per hour. This is the same as the point value and wage schedule for the Finance Director and the Chief of Police.
   At the June 26th City Council meeting, we are proposing that the City Council take the following action:
   A. Adopt the job description for the Public Works Directors position.
   B. Establish the point value for the position at 350-380, and adopt a 2023 wage schedule of $38.19 to $45.85 per hour for the position.
   C. Promote Tyler Benish from Assistant Utility Maintenance Supervisor to Public Works Director. As proposed, Mr. Benish would serve a six-month probationary period and start at step one in the salary schedule.

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

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

Apple Capital of Minnesota

June 5, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

Re: Removal of Probationary Status

Peace Officer Darin Daveau Badge #307

On July 5, 2023, Officer Darin Daveau will have completed a one-year probationary period, per LELS Local 120 Contract Article 5.2.

I would like to report Officer Daveau has satisfactorily completed the probationary period and request consideration that he be classified as a regular City employee after July 5, 2023 with full-time employment status as a City of La Crescent Peace Officer.

Respectfully,

Luke Ahlschlager

Chief of Police

315 Main Street La Crescent, MN 55947
lacrescentpolice@cityoflacrescent-mn.gov 507.895.4414

Job Description

JOB TITLE: Public Works Director		Department: Public Works
REPORTS TO: City Administrator	SUPERVISES: Public Works personnel	FLSA STATUS: Exempt
BARGAINING UNIT: N/A		EFFECTIVE DATE: 05-16-2023

DESCRIPTION OF WORK

Under the general supervision of the City Administrator, the Public Works Director is a leadership position responsible for directing, planning, performing, and coordinating the operation and maintenance of the Public Works Department including streets, water, wastewater, parks, trails, and stormwater infrastructure consistent with city policy, objectives developed and/or approved by the City Council, and federal and state regulations; and other functions as may be apparent or assigned.

ESSENTIAL JOB DUTIES PERFORMED

Duties may vary somewhat from position to position within a class.

- Make recommendations to the City Administrator and City Council relating to maintenance or replacement of city infrastructure.
- Responsible for implementing City Council direction.
- Prepare City Council agenda items and attend City Council and other meetings as needed.
- Prepare the annual budget for the Public Works Department.
- Function as a liaison and advisor with the City's consulting engineer, government agencies, and others to assure coordination of improvements and growth within the city.
- Oversee the planning, design, construction, and maintenance of the City of La Crescent's infrastructure.
- Plan and direct safety and training programs for Public Works personnel.
- Develop long term capital improvement plans and programs.
- Participate in short and long-term planning for the growth and development of the City of La Crescent.
- Maintain compliance and reporting with regulating agencies.
- Prepare a Public Works fleet replacement program.
- Supervise maintenance on the City of La Crescent's public works equipment fleet.
- Evaluate Public Works procedures, policies, and practices and make necessary modifications based upon new innovations in Public Works operations/maintenance field.
- Keep the City Administrator informed of important department developments in a timely fashion.
- Perform all other necessary duties as apparent or assigned.

RESPONSIBILITY

Supervision

Works under the general supervision of the City Administrator.

Supervisory duties as follows,

A. Has the authority to:

1. Assign work to Public Works Personnel;
2. Direct the work of Public Works Personnel;
3. Discipline Public Works personnel for just cause (oral and written reprimands);
4. Reward Public Works personnel (Letter of commendation); and

B. Has the authority to effectively recommend:

1. Hiring of Public Works personnel
2. Discharge of Public Works personnel for just cause;
3. Suspension of Public Works personnel;
4. Transfer of Public Works personnel;
5. Promotion of Public Works personnel.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to represent the City of La Crescent in a courteous and professional manner in person, over the phone, or in written correspondence.
- Knowledge of management principles and practices, and ability to engage, evaluate and develop staff.
- Ability to initiate and accomplish tasks that need involvement from others.
- Ability to communicate effectively and professionally with co-workers and members of the public.
- Basic knowledge of office machines and equipment.

MINIMUM QUALIFICATIONS

- 10 years of responsible experience in a Public Works environment, including the operation of a wastewater collection facility and a water distribution system.
- 5 years supervisory experience.
- Thorough knowledge for principles and practices of all aspects of Public Works Maintenance, including sanitary sewer collection. water distribution and treatment, street maintenance, stormwater maintenance, and park maintenance.

Trainings, Certificates, and Licenses

- Class B Minnesota Collection System Operator Certificate.
- Class B Minnesota Water Operator Certificate.
- Minnesota Class B Drivers License/Air Brake Endorsement.
- General Purpose Pesticide Applicators License.
- Certified Pool Operator Certificate.
- Certified Playground Safety Inspector Certificate.
- Incident Command System Training through FEMA - including IS-700, ICS-100, ICS-200, IS-800.

COMPLEXITY

The overall complexity of this position is high. While performing the normal duties of this job, processes, procedures, or software vary from one assignment to the next. Assignments are still related in function and objective.

Impact

While performing the normal duties of this job, this positions work product or services affect the accuracy, reliability, or acceptability of further processes or services.

REQUIRED PHYSICAL ABILITIES AND WORK CONDITIONS

The physical demands and work conditions described here are representative of those that must be met by an individual to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hazards

While performing the duties of this job, this position:

- May occasionally climb 20-100 steps, bend/stoop, kneel, crouch, squat, crawl, reach above shoulder level, push/pull 5-50 lbs., lift 50-100 lbs., carry 50-100 lbs., finger/enter data/keystroke, feel, hear, smell, and repetitive motions; frequently balance, sit, stand, walk, talk, and drive.
- Will use close vision, far vision, depth perception, visual accommodation, color vision, and peripheral vision.
- Will use their right hand and left hand for simple handling or grasping, firm handling or grasping, and fine handling or manipulation; will use their right and left foot.

Surroundings

While performing the duties of this job, this position will experience exposure to inside environmental conditions, exposure to outside environmental conditions, exposure to noise, dust, fumes, gases, chemicals, or oils requiring special mitigating precautions or protective gear, working in narrow aisles or passageways, work around moving mechanical parts, and working in close quarters.

The above statements are intended to describe the general nature and level of work being performed by individuals employed in this job. They are not intended to be an exhaustive list of all duties and qualifications required of personnel in this job. The employer may and reserves its right to change the job description and establish, modify or eliminate job duties and responsibilities and jobs at its discretion with or without notice.

#3.9

TO: Honorable Mayor and City Council Members

FROM: Angie Boettcher, Deputy Clerk

DATE: 6/7/2023

SUBJECT: **REQUEST TO MAKE A CHANGE TO THE FEE SCHEDULE**

The Short-Term Rental permit fee of $100.00 needs to be added to the Building and Zoning fee schedule. Attached for your approval is Ordinance #568 amending the 2023 fee schedule for that addition. Also attached is the Summary of Ordinance.

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

ORDINANCE NO. 568

AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, 564, NO. 565

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

1. The La Crescent City Code established on March 8, 2004, stated that certain fees may be set from time to time by the City Council.

2. The La Crescent City Code was amended on January 13, 2014, February 9, 2015, February 8, 2016, February 24, 2020, April 13, 2020, April 27, 2020, May 18, 2020, December 14, 2020, April 20, 2021, and December 13, 2021, December 19, 2022, February 13, 2023, April 24, 2023 by Ordinance to amend certain fees.

3. The Fee Schedule has been reviewed by City Staff and amended each year from 2016 to 2023 by Motions passed by City Council. These amendments passed by City Council shall remain in effect.

4. The City staff has reviewed the fees which the City currently charges and is recommending that the fee schedule be amended as follows:

BUILDING INSPECTIONS AND PERMITTING

BUILDING INSPECTIONS AND PERMITTING	2023
Short-term Rental Permit	$100.00
Demolition permits – Main structure on the property OR all structures on a property (if a building permit for a new structure is obtained at the same time, this fee is waived) Garage, shed or outbuilding on a property (if a building permit for a new structure is obtained at the same time this fee is waived)	$100.00 plus $1.00 state surcharge $35.00 plus $1.00 state surcharge

Foundation only permit This permit fee would be in addition to any regular building permit fee. This fee is only for the excavation, footing and foundation for a new structure. ***This fee is an optional fee to be paid if the builder is unwilling to wait the requested 7-10 working*** days for the plan review process of a completed building permit application. This fee would be waived if the plan review takes longer than 10 working days	$100.00 plus $1.00 state surcharge
Mobile Home – all new that are moved into town	$100.00 plus $1.00 state surcharge
<u>Roofing permits</u> Main structure and/or attached/detached garage Garage or accessory bldg. only	$50.00 plus $1.00 state surcharge $25.00 plus $1.00 state surcharge
Siding/Windows/Doors/Radon Control System/Retaining Walls/Drain tile	$50.00 plus $1.00 State surcharge
Solar Array Panels	$35.00 plus $1.00 State Surcharge

ADOPTED this 12th day of June 2023.

SIGNED:

_____
Mayor

ATTEST:

_____
City Administrator

SUMMARY OF ORDINANCE NO. 568

AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, NO. 554, NO 557, 564, 565, AND NO. 566

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

*****

The full text of Ordinance No. 568 marked "OFFICIAL COPY" is on file in the Office of the City Administrator, City Hall, La Crescent, Minnesota 55947, along with a reference draft available and open for inspection to enable a convenient means to ascertain where in the voluminous enactments and in the voluminous regulations enacted/amended hereby are found.

*****

Passed and enacted this 12th day of June 2023.

APPROVED:
Mikel Poellinger, Mayor

ATTEST:
Bill Waller, City Administrator

#3.10

MEMORANDUM

TO: Mayor, City Council

FROM: Larry Kirch, Community Development Director

DATE: June 12, 2023

SUBJECT: 2024 Capital Budget Request (State Bonding)

The State of Minnesota, Management and Budget has opened the 2024 Capital Budget Request process to local units of government. Applications are due to the state by June 16th 2023 and require a resolution by the City Council as part of the submittal that includes a rank order of preference of projects. The city is requesting to submit two projects, the La Crescent Community Ice Arena ice system replacement and solar installation project and the Walnut Street Placemaking and Revitalization project. Information directly from the State Management and Budget memo is below:

Eligible capital projects include those that:

- Address life and safety issues
- Preserve existing infrastructure and repair existing facilities before starting new projects
- Provide at least a 50% local match
- Are proposed following community engagement
- **Have a local resolution of support from the governing body**
- Aid in making Minnesota the best state in the country for kids to grow up
- Integrate climate preparedness and/or clean energy
- Address and undo historical and systemic disparities and inequities, including those based on race, gender, veterans' status, geography, and economic status

Key dates:

- **June 16, 2023** – All local unit of government requests are due to MMB through CBS.
- **July 17, 2023** – MMB submits all local unit of government requests and state agency preliminary requests to the Legislature.
- **October 13, 2023** – Final edits to local government requests are due to MMB. Note: After June 16, send any edits or updates to MMB's Capital Budget Coordinator, Marianne.Conboy@state.mn.us.
- **January 16, 2024** – Governor Walz submits his 2024 Capital Budget Recommendations to the Legislature and MMB publishes all requests.

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RESOLUTION NO. 06-23-21

A RESOLUTION SUPPORTING THE 2024 CAPITAL PROJECTS REQUST TO THE STATE OF MINNESOTA AS PRIORITIES FOR THE CITY OF LA CRESCENT AND AUTHORIZING STAFF TO PURSUE FUNDING FOR THE LA CRESCENT COMMUNITY ICE ARENA AND THE WALNUT STREET PLACEMAKING REVITALIZATION PROJECT

WHEREAS, the city received an Ice System Evaluation Study for the La Crescent Community Ice Arena which reported that the 26-year-old ice system is beyond its useful life; and

WHEREAS, the La Crescent Community Ice Arena operates for 8 ½ months per year and there is a desire to extend the season to 11 months; and

WHEREAS, the ice system improvements to the La Crescent Community Ice Arena will extend the life and function of the ice system for an additional 25 years which will improve its operations, efficiency and environmental stewardship; and

WHEREAS, the project will promote clean energy as the project includes installation of a solar array on the roof of the ice arena; and

WHEREAS, the redevelopment, revitalization and reconstruction of Walnut Street is and has been a high priority for the city and downtown La Crescent since the completion of the Comprehensive Plan, the Downtown Master Plan and the Walnut Street Corridor Planning process; and

WHEREAS, the Walnut Street Placemaking and Revitalization project would enhance the vibrancy of downtown within the public realm to be used by visitors and residents from the region; and

WHEREAS, the Walnut Street Placemaking and Revitalization project would preserve and repair existing infrastructure and incorporate climate preparedness with innovative stormwater treatment within the corridor; and

WHEREAS, investments in South East Minnesota on these projects will result in benefits to the state, the region and residents of the City of La Crescent as well as to non-resident visitors and businesses; and

WHEREAS, the State's process for capital investment projects is underway this spring and will continue into the fall and 2024 legislative session; and

WHEREAS, the city will continue to refine the 2024 bonding priorities along with legislative priority development.

IT IS RESOLVED, by the City Council of the City of La Crescent that the bonding priorities for 2024 are as follows: FIRST: La Crescent Community Ice Arena; SECOND: Walnut Street Placemaking and Revitalization Project.

IT IS FURTHER RESOLVED, that the city submits the projects for consideration by the Governor with estimated project amounts, and that the project amounts will be reconciled during the adoption of the City Council's budget and capital budget process.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to proceed with the State's 2024 Capital Budget request process.

ADOPTED this 12th day of June, 2023.

SIGNED:

_____

Mayor

ATTEST:

_____

City Administrator

#3.11

MEMORANDUM

TO: Mayor, City Council

FROM: Larry Kirch, Community Development Director

DATE: June 12, 2023

SUBJECT: Arlin Falck Foundation – Keep Company Co-working Space Intern

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The city received a grant from the Arlin Falck foundation to assist the city, county and the La Crescent Chamber of Commerce in sustaining the Keep Company Co-working space. The grant outlined that an intern would be hired to assist in creating a long-term business plan for the co-working space, assist in hosting six business to business networking events and provide assistance to businesses in the form of modest research and demographics data. The grant is for $8,400 and the city would pay the intern up to $7,200 at $15.00 until December 31st.

Contract for Professional Services

THIS CONTRACT is made and entered into this 12th day of June, 2023, by and between Samuel Furth (hereinafter "Contractor) and the City of La Crescent, a Minnesota municipal corporation in the State of Minnesota (hereinafter "City"); to define the terms by which Contractor shall provide community and economic development services to the City.

WHEREAS, the City is desirous of entering into a contract for internship services related marketing and staffing the Keep Company Co-working space at the La Crescent Chamber of Commerce and Tourism assisting in implementing a grant that the city received from the Arlin Falck Foundation;

WHEREAS, the Contractor is desirous of entering into a contract with the City with respect to such services;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I. Term. The Contract will commence on June 15, 2023, and will terminate on December 31, 2023.

The agreement may be terminated earlier in its term upon thirty (30) days written notice by the Contractor to the City or by the City to Contractor for any reason.

II. Agreement Scope and Purpose. The City hereby retains Contractor to perform to its benefit the services described in paragraph III, effectively accomplishing:

A. Marketing and promoting the Keep Company Co-working Space at the La Crescent Chamber of Commerce and Tourism office in downtown La Crescent;

B

III. Services to be Provided by Contractor. Contractor agrees to provide expertise to the City. Services, and associated materials, will be provided in order to facilitate and support the accomplishment of the City's undertakings to the ends described in the preceding paragraph. Contractor shall be made Available toward efforts in the following specific arenas of the City's needs and operations:

A. Assisting in the development of a long-term business plan for the Keep Company Co-working Space in order to keep the co-working space viable.

B. Develop and implement a marketing plan for the co-working space;

C. Promoting the Co-working space through business networking events;

D. Provide technical and administrative support including meeting attendance with new start-ups, assisting with market research, business planning, marketing and social media planning, and assist in planning the networking events.

IV. Obligations of the City.

A. The City shall pay Contrator the sum of $15.00 per hour, not to exceed $7,200 with a flexible work schedule based on the intern's school schedule. The Contractor shall invoice the City monthly for services rendered.

B. Provide a laptop.

C. The City shall be responsible to provide payment to Contractor within thirty (30) days of the Submission of each invoice provided by Contractor.

V. Obligations of Contractor.

A. Nothing contained in this agreement is intended to, or shall be construed in any manner, as Creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to Be performed under this contract. Any and all employees of Contractor or other persons Engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

B. Contractor has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the City or to bind the City in any manner. Contractor will not represent the contrary, either expressly or implicitly, to anyone.

C. City and Contractor hereby acknowledge and agree that Contractor shall perform the services hereunder as an independent Contractor and not as an employee of City. Contractor agrees that he will file his own tax returns on the basis of his status as an independent contractor for the reporting of all income, social security, employment and other taxes due and owing on the consideration received by him under this agreement, and that he is responsible for the payment of such taxes.

D. Contractor shall not be entitled to benefits specifically associated with employment status, such as medical and dental insurance, workers' compensation, unemployment compensation, paid vacations, paid holidays or other available retirement plans.

VI. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractors negligence or the Contractor's performance or failure to perform its obligations under

This Agreement. The Contractor's indemnification obligation shall apply to the Contractor's Subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

VII. Agreement. The Contractor's indemnification obligation shall apply to the Contractor's Subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

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

A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

IX. General Provisions

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

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

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

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

E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.

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

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

Notice to Contractor: Samuel D. Furth
14 Park Lane
New Ulm, MN 56073
Samdfurth2002@gmail.com

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

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

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

J. Government Data. The Contractor agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

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

X. Construction of Agreement. This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

Dated:_____ Dated:_____

CITY OF LA CRESCENT

By:_____
Mikel Poellinger, Mayor

By:_____
Bill Waller, City Administrator

CONTRACTOR

By:_____
Sam D. Furth

#3.12

La Crescent MINNESOTA

TO: Honorable Mayor and City Council Members

FROM: Chris Fortsch, Administrative Assistant

DATE: June 8, 2023

RE: 2023 Gas Installers License Application

The City has received a new Gas Installers license application from Heyer Heating and Air Conditioning.

The application appears to be in order, and I would suggest that the City Council approve the license application for 2023.

CITY OF LA CRESCENT
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#3.13

TO: Honorable Mayor and City Council Members

FROM: Chris Fortsch, Administrative Assistant

DATE: June 8, 2023

RE: Liquor License Application

The City has received the following temporary liquor license application:

1. La Crescent Apple Festival, Inc.: September 15-17, 2023 - Abnet Field

The application appears to be in order, and we would suggest that the City Council approve the application and authorize that it be forwarded to the Minnesota Department of Public Safety.

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#6.1

TO: Honorable Mayor and City Council Members
Park and Recreation Commission Members
FROM: Bill Waller, City Administrator
DATE: May 19, 2023
RE: Meeting Minutes
May 15, 2023

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, May 15, 2023, in the City Council Chambers at the La Crescent City Hall. The following members were present: Jon Steffes, Paul McLellan, Maseray Bangura, Patti Martell, Marge Loch-Wouters, Diana Adamski, and Sarah Wetterlin. Also in attendance were Teresa O'Donnell-Ebner, Chris Fortsch, Betsy Knowles, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the April 17, 2023 Park and Recreation Commission meeting as presented.
2. Ron Wilke, Dean Bergstrom, and Dave Ebner representing the Outdoor Performance Venue were in attendance at the meeting and made a presentation to the Park & Recreation Commission about the Outdoor Performance Venue Project. Information was presented regarding the 2023 Summer Concert Series/La Crescent Live.
3. Sign-up for the 2023 summer recreation program was reviewed, and discussion followed regarding changing to on line sign-up for summer recreation programs. It was agreed that information would be brought back to the next Park & Recreation Commission about the cost of computer software to convert to an on line sign-up system.
4. The Commission was updated on the Wieser Park Improvement Project, including the construction of the new park pavilion and the new parking lot and associated storm water improvements. Discussion followed regarding the rental fee for the new park pavilion and a reservation form. It was agreed that staff would revise the draft reservation form and include it on the agenda for the next Park & Recreation Commission meeting.
5. The Commission was informed that the City Council approved the proposal from MSA to complete an ADA access audit and transition plan for City park and recreation facilities.
6. The Commission was updated on improvements to the ball fields at Abnet Park, and on the volunteer days to pull garlic mustard at Vetsch Park.
7. The Ice System Evaluation Study regarding future improvements at the Community Ice Arena was reviewed, and the proclamation for National Bike Month was also reviewed.
8. It was agreed that the next Park & Recreation Commission meeting would be July 17, 2023.
9. There being nothing further to discuss, the meeting was adjourned at approximately 6:40 pm.

State Demographic Center #7.1 June 1, 2023

300 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2473
TTY: 651-297-4357

MINNESOTA STATE DEMOGRAPHIC CENTER
DEPARTMENT OF ADMINISTRATION

Bill Waller, Administrator
City of La Crescent
PO Box 142
La Crescent, MN 55947-0142

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. Enclosed you will find a sheet containing the April 1, 2022, population and household estimates for your jurisdiction.

These estimates are being sent to you now for review and comment. It's important that our estimates are accurate, as they are used to distribute state aid to cities and townships. If you have questions about how our estimates impact a specific program, please contact the state agency responsible for that program.

The enclosed figures represent estimated population and household changes since the 2020 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that our estimates are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. We may not be aware of such changes as housing demolitions, the gain or loss of group quarters (like college dormitories, nursing homes, etc.), construction of public housing and the gain or loss of mobile homes.

Please note that our estimates:

- pertain to one year ago, not the present;
- have also been sent to your county auditor for review;
- are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July.

If you are satisfied with our estimates, it is not necessary to contact us or provide any further information. If you wish to challenge our estimates, please send us the appropriate data described in the enclosed challenge guide by **June 24, 2023**. Questions or comments should be directed to Eric Guthrie by email or at the address listed on the letterhead. **The best way to reach us is by e-mail at local.estimates@state.mn.us.** You may also try to reach us by phone at (651) 201-2473.

Thank you for taking time to review these estimates.

Sincerely,

Susan Brower
State Demographer

Enclosures

DATE: June 1, 2023

TO: Bill Waller, Administrator
City of La Crescent

FROM: **Susan Brower**
Minnesota State Demographer

SUBJECT: 2022 Population and Household Estimates

Your April 1, 2022 Houston population portion is 5,365.

Your April 1, 2022 Houston household portion is 2,318.

Your April 1, 2022 Winona population portion is 66.

Your April 1, 2022 Winona household portion is 27.

Your April 1, 2022 TOTAL population estimate is 5,431.

Your April 1, 2018 TOTAL household estimate is 2,345.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 300 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to local.estimates@state.mn.us. All challenges must be submitted in writing. Please refer to the enclosed sheet for details.