

**CITY OF LA CRESCENT**  
**AGENDA**  
**REGULAR MEETING**  
**LA CRESCENT COMMUNITY BUILDING**  
**336 SOUTH FIRST STREET**  
**FEBRUARY 26, 2024**  
**5:00 P.M.**

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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 – FEBRUARY 12, 2024
- 1.2 BILLS PAYABLE THROUGH FEBRUARY 23, 2024
- 1.3

**2. PUBLIC HEARING**

**3. ITEMS FOR CONSIDERATION**

- 3.1 NO WAKE ZONE REVIEW
- 3.2 PARK & RECREATION COMMISSION MINUTES – 2/5/2024  
RECOMMENDATION FOR LOCATION OF DOG PARK
- 3.3 LA CRESCENT ANIMAL RESCUE AGREEMENT
- 3.4 HORSE TRACK MEADOWS NORTH – UPDATE
- 3.5 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.6 DONATION RESOLUTION
- 3.7
- 3.8
- 3.9

**4. UNFINISHED BUSINESS**

- 4.1

**CITY OF LA CRESCENT**  
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**5:00 P.M.**

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**5. MAYOR'S COMMENTS**

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE UPDATES**

- 6.1 GREENSTEP MEETING MINUTES – 2/7/2024
- 6.2 2023 POLICE DEPARTMENT YEAR-END REPORT
- 6.3 EXPLORE LA CROSSE

**7. CORRESPONDENCE**

- 7.1
- 7.2
- 7.3

**8. CHAMBER OF COMMERCE**

- 8.1

**9 ITEMS FOR NEXT AGENDA**

**10. ADJOURNMENT**

# 1.1

MINUTES, REGULAR MEETING  
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA  
FEBRUARY 12, 2024

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of February was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, February 12, 2024.

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

Also present were Police Chief Luke Ahlschlager, Police Officer Kaleb Peterson, La Crescent Heart Safe Committee Member Cheri Olson, and the Director of the Center for Resuscitation Medicine at the University of Minnesota Kim Harkins.

**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 – JANUARY 22, 2024
- 1.2 MINUTES – JANUARY 29, 2024
- 1.3 BILLS PAYABLE THROUGH – JANUARY 18, 2024

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

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

**A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.**

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

Ryan Hutchinson	Yes
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 - POLICE OFFICER OATH OF HONOR – KALEB PETERSON**

La Crescent Police Chief Luke Ahlschlager administered the oath of honor to La Crescent Police Department's newest Police Officer, Kaleb Peterson.

### **ITEM 3.2 - HEART SAFE CITY DESIGNATION**

At the February 13, 2023, City Council Meeting the City Council approved the formation of a Heart Safe Program Committee to complete the application for the City to be recognized as a Heart Safe Community. The committee completed the application and submitted it to the Minnesota Department of Health in September of 2023. A letter of acceptance was received in October 2023. Heart Safe Committee member Cheri Olson presented a brief overview of the Heart Safe Community program and then introduced Kim Harkins from Minnesota Heart Safe who presented the Designation.

### **ITEM 3.3 - HORSE TRACK MEADOWS NORTH – PURCHASE AGREEMENT & RESOLUTION**

City Attorney Skip Wieser reviewed with City Council a resolution between the City of La Crescent and Bluff Country, LLC, Mike Sexauer for the sale of the Horse Track Meadows North Subdivision. Horse Track Meadows North was purchased by the City. The City rezoned and plated the property. It was recommended that City Council approve the resolution with one recommended change, and authorize signatures on the resolution from the Mayor, City Administrator, and City Clerk. Following discussion, Member O'Donnell-Ebner introduced the following resolution with and moved its passage and adoption:

#### **RESOLUTION NO. 02-24-06**

#### **A RESOLUTION APPROVING THE SALE OF HORSE TRACK MEADOWS NORTH A SUBDIVISION TO THE CITY OF LA CRESCENT**

WHEREAS, Bluff Country, LLC and the City of La Crescent have entered into a purchase agreement described on Exhibit A of Horse Track Meadows North Subdivision to the City of La Crescent.

WHEREAS, the City Planning Commission and the City Council have approved the final plat Horse Track Meadows North [with no further review from the Planning Commission deemed necessary](#).

WHEREAS, the final plat of Horse Track Meadows North was recorded December 4, 2023 as Document No. 311541 in the Office of the County Recorder of Houston County, Minnesota.

WHEREAS, Minn. Stat. § 412.211 authorizes the sale of real property owned by the City.

NOW THEREFORE BE IT RESOLVED the following:

1. The City Council of La Crescent, Minnesota hereby approves the sale of Horse Track Meadows North Subdivision described on Exhibit A to Bluff Country, LLC.
2. Mayor, City Administrator, and City Clerk are hereby authorized to sign the deed and all requisite closing documents, and any further action necessary to implement this sale by the City.

Adopted this 12th day of February, 2024.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

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

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

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

Attorney Wieser reviewed with City Council for approval the Purchase Agreement between the City of La Crescent and Bluff Country, LLC, Mike Sexauer for the sale of Horse Track Meadows North Subdivision with the following three recommended changes:

- Remove the 'a' under section 5.14 (f)



- Add subparagraph (j) to section 5.14 stating that the buyer is responsible for the utility installation, not the city as per the RFP.
- Add subparagraph (k) to section 5.14 stating that the city is compliant with selling the lots after the Horse Track development was more than seventy-five percent (75%) sold.

and authorizing the signatures of the Mayor, City Administrator, and City Clerk on the Purchase Agreement and any necessary closing documents. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION TO APPROVE THE HORSE TRACK MEADOWS NORTH SUBDIVISION PURCHASE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND BLUFF COUNTRY, LLC, MIKE SEXAUER WITH CHANGES AND AUTHORIZE THE SIGNATURES OF THE MAYOR, CITY ADMINISTRATOR, AND CITY CLERK ON THE PURCHASE AGREEMENT AND ANY NECESSARY CLOSING DOCUMENTS.**

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

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

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

**ITEM 3.4 - PURCHASE AGREEMENT – CITY LOT ON GRANDVIEW TERRACE**

City Attorney Skip Wieser reviewed with City Council a purchase agreement and right of first refusal between the City of La Crescent and Eriah Hayes for the remaining city property located on Grandview Terrace adjacent to Abnet Field and the La Crescent Community Arena in the amount of \$82,500.00. Lancer Youth Hockey needs more space in the Ice Arena, and Mr. Hayes is interested in expanding the fitness area that he currently operates in the building to include equipment specific to training for hockey. Due to the need for additional space, Lancer Youth Hockey and Mr. Hayes approached the City to inquire about the possibility of buying the City lot. Mr. Hayes is proposing to build a 4,000-square-foot building on the City lot. The new building will utilize a portion of the existing parking lot that also served the Ice Arena. It was recommended that some clerical changes be made to the purchase agreement. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

**MOTION TO APPROVE THE PURCHASE AGREEMENT WITH CLERICAL CHANGES AND RIGHT OF FIRST REFUSAL BETWEEN THE CITY OF LA CRESCENT AND ERIAH HAYES FOR THE REMAINING CITY PROPERTY LOCATED ON GRANDVIEW TERRACE**

**ADJACENT TO ABNET FIELD AND THE LA CRESCENT COMMUNITY ARENA IN THE AMOUNT OF \$82,500.00.**

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

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

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

It was then recommended that City Council authorize the signatures of the Mayor, City Administrator, and City Clerk on the purchase agreement. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

**MOTION TO AUTHORIZE THE SIGNATURES OF THE MAYOR, CITY ADMINISTRATOR, AND CITY CLERK ON THE PURCHASE AGREEMENT.**

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

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

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

**ITEM 3.5 - AUTHORIZE INITIAL CUSTOMER MEETING WITH USDA-CITY HALL/LIBRARY/POLICE DEPARTMENT PLANNING PROCESS**

City Council reviewed a letter from Community Development Director Larry Kirch regarding the special meeting of the City Council on January 29<sup>th</sup>. At the meeting, the City Council and members of the public were presented with an update on the progress that the city has made in long-range planning for new Public Safety, Library/City Hall buildings along with a potential funding option from the USDA Rural Development Program. City staff is requesting that the council make a motion to have the city proceed with an "initial customer meeting" with the USDA RD staff to gain further information about the USDA RD Community Facilities loan program and process, City Staff will report back to the council on the results

of the initial customer meeting. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION FOR CITY STAFF TO PROCEED WITH AN INITIAL CUSTOMER MEETING WITH THE USDA RURAL DEVELOPMENT PROGRAM STAFF TO GAIN FURTHER INFORMATION ABOUT THE USDA RD COMMUNITY FACILITIES LOAN PROGRAM AND PROCESS, WITH CITY STAFF REPORTING BACK TO THE COUNCIL ON THE RESULTS OF THE INITIAL CUSTOMER MEETING.**

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

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

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

**ITEM 3.6- PERSONNEL COMMITTEE RECOMMENDATION**

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

1. On February 21, 2024, Amy Jore will have completed her six-month probationary period as the City's Accountant. The Personnel Committee is recommending that effective February 21, 2024 Ms. Jore's probationary status be removed, and that she be classified as the City's Accountant. A letter from the Finance Director regarding the recommendation was included.

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

**MOTION TO REMOVE AMY JORE'S PROBATIONARY STATUS AND CLASSIFY MS. JORE AS THE CITY'S ACCOUNTANT, EFFECTIVE FEBRUARY 21, 2024.**

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

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



Mike Poellinger

Yes

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

### **ITEM 3.7 AUTHORIZE EXPENDITURES – VARIOUS PROJECTS**

City Administrator Bill Waller reviewed with City Council for approval the following expenditures:

1. The replacement of the door hardware at the La Crescent Public Library for \$2,295.00. It was recommended that \$1,695.00, the balance of the expenditure beyond the funds that are included in the library's 2024 budget, come from the discretionary portion of the City Council 2024 general fund budget. A memo from the Library Director regarding the expenditure was included.

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

**MOTION TO APPROVE THE BALANCE OF \$1,695.00 BEING THE EXPENDITURE BEYOND THE FUNDS THAT ARE INCLUDED IN THE LIBRARY'S 2024 BUDGET TO BE PAID FROM THE DISCRETIONARY PORTION OF THE CITY COUNCIL 2024 GENERAL FUND BUDGET TO REPLACE THE DOOR HARDWARE AT THE LA CRESCENT PUBLIC LIBRARY.**

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

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

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

2. The replacement of three (3) garage door openers at the Fire Department with new commercial grade openers that include a battery backup for \$5,535.00. The La Crescent Community Fire Cooperative reviewed and recommended the expenditure. A memo from the Fire Chief regarding the expenditure was included.

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

**MOTION TO APPROVE THE PURCHASE OF THREE NEW COMMERCIAL-GRADE GARAGE DOOR OPENERS THAT INCLUDE BATTERY BACKUP FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$5,535.00.**

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

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

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

3. The purchase of thirty (30) trees in the amount of \$6,605.00 for the City's Arbor Day tree planting project. A memo from the Public Works Director regarding the expenditure was included.

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

**MOTION TO APPROVE THE PURCHASE OF THIRTY TREES IN THE AMOUNT OF \$6,605.00 FOR THE CITY'S ARBOR DAY TREE PLANTING PROJECT.**

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

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

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

4. The purchase of a new snowplow from Universal Equipment in the amount of \$6,153.00. A memo from the Public Works Director regarding the expenditure was included.

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

**MOTION TO APPROVE THE PURCHASE OF A NEW SNOWPLOW FROM UNIVERSAL EQUIPMENT IN THE AMOUNT OF \$6,153.00.**

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

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

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

**ITEM 3.8 - AUTHORIZE EXPENDITURE OF PUBLIC SAFETY FUNDS**

City Administrator Bill Waller reviewed with City Council for approval a summary of items to be purchased with a portion of the \$233,374.00 in public safety aid funds that the City received in 2023. The list was prepared cooperatively by the Chiefs of the La Crescent Police and Fire Departments. The La Crescent Community Fire Cooperative reviewed and has recommended proceeding with the expenditures proposed:

1. 9 - Motorola APX 6000 Portable Radios (LCFD)	\$30,600.00
2. Fire Marshal Vehicle Upfit (LCFD)	\$30,000.00
3. 4 – Verkada Cameras/City Camera Expansion (FD/City Assets)	\$25,000.00
4. Central Square/Record Management System (LCPD & LCFD)	\$25,000.00
5. 8 – Seek Fire Pro X thermal imaging cams x 2 charging stations (LCFD)	\$10,000.00
6. 18 – Motorola Minitor VI Pagers (LCFD)	\$8,100.00
7. 2 – Panasonic Toughbooks and 2 docking stations (LCPD)	\$6,000.00
8. Fire Department Fitness Room Upgrade (LCPD & LCFD)	\$5,000.00
9. 3 – IPads Fire Marshal/Inspections and 1870 vehicle (LCFD)	\$3,750.00
<b>TOTAL</b>	<b>\$143,450.00</b>

The City Council previously approved PSA expenditures in the amount of \$143,450.00. The remaining \$34,776.00 will be brought back to a future City Council meeting on how those funds should be expended.

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

**MOTION TO APPROVE THE PURCHASE OF THE COOPERATIVE LIST OF ITEMS BY THE CHIEFS OF THE LA CRESCENT POLICE AND FIRE DEPARTMENTS AS STATED WITH A PORTION OF THE PUBLIC SAFETY AID FUNDS THAT THE CITY RECEIVED IN 2023.**

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

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

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

### **ITEM 3.9 - ARBOR DAY PROCLAMATION**

City Council reviewed the 2024 Arbor Day Proclamation for April 26, 2024. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

#### **MOTION TO ADOPT THE ARBOR DAY PROCLAMATION PROCLAIMING APRIL 26, 2024 AS ARBOR DAY IN THE CITY OF LA CRESCENT.**

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

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

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

### **ITEM 3.10 - ELECTION JUDGE RESOLUTION**

City Council reviewed a Resolution that appoints the election judges for the 2024 Presidential Nomination Primary. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

#### **RESOLUTION NO. 02-24-07**

#### **RESOLUTION APPOINTING ELECTION JUDGES FOR 2024 ELECTIONS**

Be it resolved by the City Council of the City of La Crescent as follows:

1. The persons below named are hereby appointed judges for the 2024 elections to be held in the City of La Crescent on March 5, 2024. The judges appointed, the chairperson of the election board of each precinct designated and precinct and voting are as follows:

- A. First Precinct.....Community Building  
To serve from 7:00 AM to 8:00 PM  
  
Deb Oliver, Chair  
Rose Albrecht  
Jan Schild  
Catherine Acevedo  
Mike Trnka  
Dean Bergstrom  
Ann Northrup  
Lisa Docken
- B. Second Precinct.....Ice Arena  
To serve from 7:00 AM to 8:00 PM  
  
Katie Jensen, Chair  
Judy Lehmann  
Suzanne Harm  
Rosanne Buehler  
Judy Flaten  
Tom Curran  
Janna Dziak-Morken
- C. Third Precinct.....Ice Arena  
To serve from 7:00 AM to 8:00 PM  
  
Carolynn Devine, Chair  
Ricardo Acevedo  
Sue Klemp  
Heidi Kerska
- D. Fourth Precinct.....Mailed Ballot

ADOPTED this 12<sup>th</sup> day of February, 2024.

SIGNED:

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Mayor

ATTEST:

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City Clerk

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

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

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

**ITEM 3.11- COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC PARTICIPATION PLAN  
– CALL FOR PUBLIC HEARING**

City Council reviewed a letter from Community Development Coordinator Larry Kirch stating the city submitted a preliminary application for Federal Community Development Block Grant (CDBG) funds through the Minnesota Department of Employment and Economic Development (MnDEED) through the Small Cities Development Program (SCDP). The city application was reviewed favorably and was authorized to submit a Full Application by the April 17<sup>th</sup>, 2024 deadline. Several steps are required to comply with the program requirements including actively seeking public input on the city's proposed application. The city must adopt a public participation plan that explains the process for obtaining public input. A public participation plan format developed by MnDEED was included for council consideration. It was recommended that City Council approve the public participation plan. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION TO APPROVE THE PUBLIC PARTICIPATION PLAN.**

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

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

Dale Williams	Yes
Mike Poellinger	Yes

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

It was then recommended that City Council approve the scheduling of a public hearing on Monday, March 11, 2024, at 5:30 p.m. with the following information to be reviewed and discussed:

- a. Citizen input on identifying community development and housing needs of the community; including the needs of very low and low-income persons.
- b. Proposed SCDP activities within the application and the benefiting location(s).
- c. Overall costs and project financing.
- d. Implementation schedule.
- e. Past performance of staff proposed to carry out the project.
- f. Compliance with historic requirements
- g. Include whether there are or may be historic or potential historic buildings in the project area and how the community intends to address compliance with federal regulations governing historic properties.

The council will receive the public input and then vote to approve or modify the proposed project and use of funds and will also consider a resolution designating a Slum/Blight Area (for Commercial or Streetscape using Slum and Blight as the national objective) for the project on March 11<sup>th</sup>

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

**MOTION TO SCHEDULE A PUBLIC HEARING ON MONDAY, MARCH 11, 2024 AT 5:30 PM AT THE LA CRESCENT COMMUNITY BUILDING TO DISCUSS AND REVIEW THE ABOVE-  
STATED INFORMATION.**

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

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

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



## **6. STAFF CORRESPONDENCE/COMMITTEE UPDATES**

### **6.1 XCEL SMART THERMOSTAT PROGRAM**

City Council reviewed a letter from Sustainability Coordinator Jason Ludwigson regarding the no-cost smart thermostat program.

### **6.2 FIRE COOPERATIVE MEETING MINUTES – 2/5/2024**

City Council reviewed the February 5, 2024 Fire Cooperative meeting minutes.

## **8. HOUSTON COUNTY**

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

## **9. CHAMBER OF COMMERCE**

Chamber of Commerce representative Amy Shimshak was in attendance and provided an update. There being no further business to come before the Council at this time, Member Jostad made a motion, seconded by Member Hutchinson to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:00 P.M.

APPROVAL DATE: \_\_\_\_\_.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

#1.2

CITY OF LACRESCENT

Payment Approval Report - Council  
Report dates: 2/10/2024-2/23/2024Page: 1  
Feb 23, 2024 11:29AM

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>A1 PRECISION PUMPING INC</b>						
11292	SEWER- PUMP MANHOLES	12/31/2023	400.00	.00		
11584	WATER- PUMP VALVE BOXES	12/31/2023	500.00	.00		
11811	GC- CLUBHOUSE SEPTIC	12/31/2023	250.00	.00		
12165	WATER- PUMP OUT VALVE BOXES	12/19/2023	250.00	.00		
12250	SEWER- PUMP LIFT STATION	01/19/2024	250.00	.00		
12277	CITY HALL- UNPLUG SEWER LINE	01/31/2024	200.00	.00		
Total 9080:			1,850.00	.00		
<b>ABILITY BUILDING CENTER INC</b>						
18552	FD - CLEANING COMM RM	12/31/2023	312.00	.00		
18552	FD - CLEANING STATION	12/31/2023	198.00	.00		
18553	CITY HALL - CLEANING	12/31/2023	82.29	.00		
18553	CITY HALL - SHREDDING	12/31/2023	45.32	.00		
18897	FD - CLEANING STATION	12/31/2023	286.00	.00		
18897	FD - CLEANING COMM RM	12/31/2023	148.50	.00		
18898	CITY HALL - CLEANING	12/31/2023	69.29	.00		
18898	CITY HALL - SHREDDING	12/31/2023	22.66	.00		
19309	FD - CLEANING COMM RM	01/31/2024	344.50	.00		
19309	FD - CLEANING STATION	01/31/2024	201.00	.00		
19310	CITY HALL - CLEANING	01/31/2024	108.00	.00		
19310	CITY HALL - SHREDDING	01/31/2024	11.83	.00		
Total 8085:			1,829.39	.00		
<b>AFLAC</b>						
02/24 STMT	INSURANCE PREMIUMS	02/29/2024	42.00	.00		
Total 72:			42.00	.00		
<b>AFSCME</b>						
02/24 DUES	PAYROLL DEDUCTED UNION DUES	02/29/2024	722.40	.00		
Total 25:			722.40	.00		
<b>AMAZON CAPITAL SERVICES</b>						
11NQ-MH9R-9C	LIBRARY- OFFICE SUPPLIES	02/16/2024	54.05	.00		
14LY-QKJF-1RY	STREETS- BASSWOOD SHEETS TO COMPLY WITH CITIE	02/13/2024	128.97	.00		
1DF9-L936-CLH	PUBLIC WORKS- OFFICE SUPPLIES	02/16/2024	27.99	.00		
1DF9-L936-CLH	BUILDING & ZONING- OFFICE SUPPLIES	02/16/2024	15.45	.00		
1DF9-L936-CLH	CITY HALL- OFFICE SUPPLIES	02/16/2024	46.35	.00		
1DF9-L936-CLH	CITY HALL- CLEANING SUPPLIES	02/16/2024	51.66	.00		
1DF9-L936-CLH	CITY HALL- OFFICE SUPPLIES	02/16/2024	7.99	.00		
1JMC-HPRV-P1F	LIBRARY- BOOKS	02/19/2024	18.99	.00		
1M7T1JPW-64H	LIBRARY- BOOKS	02/15/2024	19.96	.00		
1NNW-4KCF-LJC	BUILDING & ZONING- BODY CAMERA	12/31/2023	138.15	.00		
1TM7-N44T-WG9	STREETS- BRINE TANK	02/13/2024	85.64	.00		
1YQJ-WVMX-7V	LIBRARY- CLEANING SUPPLIES	02/16/2024	153.81	.00		
Total 9956:			749.01	.00		
<b>AMERICAN LEGAL PUBLISHING CORP</b>						
31589	CITY CLERK- CODE OF ORDINANCE	01/31/2024	1,293.85	.00		
31654	CITY CLERK- CODE OF ORDINANCE SUPPLEMENTAL PA	01/31/2024	195.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8057:			1,488.85	.00		
<b>B &amp; T TECHNICAL SERVICES, LLC</b>						
1422	COMM BLDG - SOLAR ELECTRICAL SERVICE	12/31/2023	109.89	.00		
1433	COMM BLDG - SOLAR ELECTRICAL SERVICE	01/31/2024	57.12	.00		
Total 9680:			167.01	.00		
<b>BERNIE BUCHNER INC</b>						
882907	WATER- WEST BANK BOOSTER STATION LEAK	02/13/2024	1,267.40	.00		
Total 129:			1,267.40	.00		
<b>BUREAU OF CRIMINAL APPREHENSION</b>						
33394	PD- 2024 BCA DEATH & MISSING PERSONS INVESTIGATI	02/06/2024	300.00	.00		
33634	DMT-G ONINE RECERTIFICATION- A. GEHRKE	02/19/2024	75.00	.00		
Total 9681:			375.00	.00		
<b>CARGILL, INCORPORATED</b>						
2909070826	STREETS - SALT	01/25/2024	16,987.50	.00		
2909078000	STREETS - SALT	01/26/2024	5,040.60	.00		
Total 9210:			22,028.10	.00		
<b>CITY OF LA CRESCENT</b>						
01/24 ICE AREN	WATER/SEWER UTIL - ICE ARENA	01/19/2024	670.38	.00		
01/24 WIESER P	WATER/SEWER UTIL - WIESER PAVILION	01/22/2024	113.79	.00		
Total 196:			784.17	.00		
<b>CITY TREASURER'S OFFICE</b>						
194769	SEWER- JANUARY 2024 SEWER CHARGE	01/31/2024	30,423.92	.00		
Total 1086:			30,423.92	.00		
<b>CLEARWAY COMMUNITY SOLAR LLC</b>						
12/23 STMT	110 MIDNIGHT STREET - LIFT STATION	12/31/2023	16.07	.00		
12/23 STMT	1200 JONATHAN LANE - PARK SHELTER	12/31/2023	13.23	.00		
12/23 STMT	1323 SPRUCE DR - ABNET FIELDS	12/31/2023	9.71	.00		
12/23 STMT	1450 HWY 16 - LIFT STATION	12/31/2023	9.22	.00		
12/23 STMT	193 MCINTOSH RD - BOOSTER STATION	12/31/2023	56.68	.00		
12/23 STMT	200 STONEY POINT - WELL HOUSE	12/31/2023	245.52	.00		
12/23 STMT	209 S WALNUT STREET - LAC SIGN	12/31/2023	4.35	.00		
12/23 STMT	219 CHESTNUT STREET - BRIDGE LIGHT	12/31/2023	17.33	.00		
12/23 STMT	400 LARCH AVE - WELL 2	12/31/2023	200.81	.00		
12/23 STMT	407 ORCHARDVIEW - BOOSTER STATION	12/31/2023	93.76	.00		
12/23 STMT	523 S CHESTNUT ST. - ANIMAL SHELTER	12/31/2023	12.43	.00		
12/23 STMT	608 S 7TH ST - TENNIS COURT LIGHTS	12/31/2023	3.09	.00		
12/23 STMT	31 MCINTOSH RD- LIFT STATION	12/31/2023	3.49	.00		
12/23 STMT	520 S 14TH ST- ICE ARENA	12/31/2023	791.65	.00		
12/23 STMT	336 S 1ST ST- COMM. BLDG	12/31/2023	47.63	.00		
12/23 STMT	608 S 7TH ST - POOL	12/31/2023	158.20	.00		
12/23 STMT	722 N 2ND ST- RADIUM PLANT	12/31/2023	614.76	.00		
12/23 STMT	202 MAIN ST- FLAG LIGHT	12/31/2023	.98	.00		
12/23 STMT	321 MAIN ST- LIBRARY	12/31/2023	50.59	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
12/23 STMT	219 MAIN ST- UNIT LIGHTS	12/31/2023	24.18	.00		
Total 9854:			2,373.68	.00		
<b>CORKY'S PIZZA &amp; ICE CREAM</b>						
02/14/2024	PUBLIC WORKS- MONTHLY PROJECT REVIEW MEETING	02/14/2024	49.60	.00		
Total 241:			49.60	.00		
<b>CULLIGAN WATER CONDITIONING</b>						
285X21235209	FD - WATER COOLER RENTAL	01/31/2024	39.95	.00		
Total 231:			39.95	.00		
<b>CUSTOM ALARM</b>						
571630	GC- ALARM MONITORING	02/09/2024	44.65	.00		
Total 290:			44.65	.00		
<b>DAVY LABORATORIES</b>						
24A0254	WATER - SAMPLES	01/22/2024	99.00	.00		
24A0312	WATER - SAMPLES	01/29/2024	99.00	.00		
24B0076	WATER - SAMPLES	02/08/2024	99.00	.00		
24B0195	WATER - SAMPLES	02/12/2024	66.00	.00		
24B0236	WATER - SAMPLES	02/15/2024	33.00	.00		
Total 312:			396.00	.00		
<b>DEBAUCHE TRUCK &amp; DIESEL INC</b>						
01P29807	STREET - VEHICLE MAINTENANCE	01/16/2024	3.47	.00		
Total 297:			3.47	.00		
<b>ERNSTER, MICHAEL</b>						
REIMBURSE- MI	PD REIMBURSE- TRAINING ERNSTER	02/05/2024	67.98	.00		
Total 431:			67.98	.00		
<b>FLAGSHIP RECREATION</b>						
F22563	KISTLER PARK REPAIR	02/05/2024	1,576.50	.00		
Total 9160:			1,576.50	.00		
<b>GOPHER STATE ONE-CALL</b>						
4010516	WATER - LOCATE	01/31/2024	2.70	.00		
4010516	SEWER - LOCATE	01/31/2024	2.70	.00		
4010516	ANNUAL USER FEE	01/31/2024	25.00	.00		
4010516	ANNUAL USER FEE	01/31/2024	25.00	.00		
Total 620:			55.40	.00		
<b>GUNDERSEN HEALTH SYSTEM</b>						
FD- 02/24	FD - NEW HIRE SCREENS	02/06/2024	249.00	.00		
Total 622:			249.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>GUNDERSEN LUTHERAN</b>						
11/23 STMT	TIF REIMB. - SITE IMP. 45%	02/01/2024	7,512.05	7,512.05	02/16/2024	
Total 1157:			7,512.05	7,512.05		
<b>HAWKINS INC.</b>						
6689353	WATER PLANT - CHEMICALS	02/15/2024	40.00	.00		
6692197	WATER- TREATMENT PLANT NEW CHEMICAL TRANSFER	02/16/2024	1,061.36	.00		
Total 512:			1,101.36	.00		
<b>HETH JR., JENNIFER &amp; ROBERT</b>						
11/23 STMT	TIF REIMB - SITE IMP. - 90%	02/01/2024	3,771.68	3,771.68	02/16/2024	
Total 8951:			3,771.68	3,771.68		
<b>HILLTOPPER REFUSE &amp; RCYL SRVC</b>						
01/24 BAGS	MONTHLY REFUSE P/U - BAGS	01/31/2024	6,813.60	.00		
01/24 STMT	REFUSE P/U CITY HALL	01/31/2024	67.89	.00		
01/24 STMT	REFUSE P/U LIBRARY	01/31/2024	10.45	.00		
01/24 STMT	REFUSE P/U FIRE DEPT	01/31/2024	26.11	.00		
01/24 STMT	RECYCLING P/U FIRE DEPT	01/31/2024	16.48	.00		
01/24 STMT	REFUSE P/U MAINT SHOP	01/31/2024	387.98	.00		
01/24 STMT	REFUSE P/U ARENA	01/31/2024	152.76	.00		
01/24 STMT	REFUSE P/U ANIMAL SHELTER	01/31/2024	76.42	.00		
01/24 STMT	CITYWIDE RECYCLING P/U	01/31/2024	7,486.83	.00		
Total 9233:			15,038.52	.00		
<b>HOUSTON CNTY TREASURER</b>						
1083	PD- CENTRAL SQ 2ND PAYMENT OF 3	02/09/2024	12,591.78	.00		
Total 751:			12,591.78	.00		
<b>IDEAL CRANE RENTAL</b>						
478297	STREETS- TAKE DOWN XMAS LIGHTS- RENT BOOMLIFT	01/03/2024	550.00	.00		
Total 9445:			550.00	.00		
<b>INTERNATIONAL CODE COUNCIL, INC</b>						
PRINT ORDER1	B&Z - TRAINING	01/16/2024	177.00	.00		
PRINT ORDER1	B&Z - TRAINING	01/23/2024	118.00	.00		
Total 9943:			295.00	.00		
<b>JOHNSON LIVINGS LLC</b>						
INV0226	STREETS- MAINTENANCE UNIFORMS	02/15/2024	443.85	.00		
Total 10147:			443.85	.00		
<b>LA CRESCENT AREA EVENT CENTER, INC.</b>						
01/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	01/23/2024	643.55	.00		
11/23 STMT	TIF REIMB. FOR CONST. COSTS 17.5%	02/01/2024	2,269.13	2,269.13	02/16/2024	
Total 9810:			2,912.68	2,269.13		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>LA CRESCENT AUTO REPAIR, INC</b>						
28676	PD- P17 MAINTENANCE	01/09/2024	37.20	.00		
29002	PD - P20 MAINTENANCE	01/09/2024	45.82	.00		
Total 8168:			83.02	.00		
<b>LA CRESCENT CHAMBER OF COMMERCE</b>						
01/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	01/23/2024	643.55	.00		
Total 1142:			643.55	.00		
<b>LA CRESCENT HOTEL GROUP LLC</b>						
11/23 STMT	TIF REIMB. FOR CONST. COSTS 80%	02/01/2024	10,373.16	10,373.16	02/16/2024	
Total 9816:			10,373.16	10,373.16		
<b>LA CROSSE AREA CONVENTION AND</b>						
01/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	01/23/2024	2,013.16	.00		
Total 9824:			2,013.16	.00		
<b>LA CROSSE GLASS &amp; OVERHEAD DOOR CO.</b>						
346740	LIBRARY- BUILDING DOOR REPAIR	02/07/2024	600.00	.00		
346740	LIBRARY- BUILDING DOOR REPAIR- COUNCIL DISCRETI	02/07/2024	1,695.00	.00		
Total 2471:			2,295.00	.00		
<b>LAW ENFORCEMENT LABOR SERVICES</b>						
02/24 DUES	PD - PAYROLL DEDUCTED UNION DUES	02/01/2024	493.50	.00		
Total 1134:			493.50	.00		
<b>MAYO CLINIC AMBULANCE SERVICE</b>						
1234062	FD- CPR RENEWAL- SHAWN WETTERLIN	01/30/2024	17.00	.00		
Total 8150:			17.00	.00		
<b>MENARDS-LA CROSSE</b>						
95215	GC- COURSE REPAIR	02/07/2024	287.11	.00		
95215	GC- SMALL TOOLS	02/07/2024	33.92	.00		
95410	SHOP- BUILDING SUPPLIES	02/12/2024	29.37	.00		
95509	MAINTENANCE- VEHICLE MAINTENANCE	02/14/2024	44.96	.00		
95509	GC- SHELTERS	02/14/2024	411.05	.00		
95509	WATER- METER SUPPLIES	02/14/2024	264.57	.00		
Total 1352:			1,070.98	.00		
<b>MIENERGY COOPERATIVE</b>						
01/24 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	01/31/2024	230.00	.00		
01/24 STMT	ELECT UTILITIES-GC POP MACH.	01/31/2024	71.43	.00		
01/24 STMT	ELECT UTILITIES-GC CLUBHOUSE	01/31/2024	220.52	.00		
01/24 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	01/31/2024	176.35	.00		
01/24 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	01/31/2024	135.11	.00		
01/24 STMT	ELECT UTILITIES - WIESER PARK	01/31/2024	1,398.94	.00		
Total 2012:			2,232.35	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MR 1084 #113	FIRE STATION RENOVATION LOAN	02/01/2024	3,000.00	.00		
Total 9578:			3,000.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER 02/16/24PR0015	MN CHILD SUPPORT	02/19/2024	640.97	640.97	02/20/2024	
Total 9597:			640.97	640.97		
MINNESOTA DEPARTMENT OF HEALTH 1ST QTR 2024	QTRLY STATE WATER CONNECTION FEE	03/01/2024	5,032.53	.00		
Total 1396:			5,032.53	.00		
MINNESOTA ENERGY RESOURCES INC						
01/24 STMT	CITY HALL - GAS UTILITIES	02/01/2024	330.39	.00		
01/24 STMT	LIBRARY- GAS UTILITIES	02/01/2024	170.52	.00		
01/24 STMT	MAINT BLDG - GAS UTILITIES	02/01/2024	920.78	.00		
01/24 STMT	ABNET RESTROOMS- GAS UTILITIES	02/01/2024	190.62	.00		
01/24 STMT	PUMP HOUSE ORCHARDVIEW	02/01/2024	89.70	.00		
01/24 STMT	PUMP HOUSE MCINTOSH	02/01/2024	82.75	.00		
01/24 STMT	CONTROL BLDG - GAS UTILITIES	02/01/2024	121.11	.00		
01/24 STMT	COMMUNITY BLDG- GAS UTILITIES	02/01/2024	624.62	.00		
01/24 STMT	ICE ARENA- GAS UTILITIES	02/01/2024	1,321.24	.00		
01/24 STMT	ANIMAL SHELTER- GAS UTILITIES	02/01/2024	112.76	.00		
Total 8171:			3,964.49	.00		
MISSION COMMUNICATIONS LLC.						
5001147	FD- PSA FUNDS PORTABLE RADIOS	01/16/2024	29,200.00	.00		
Total 10159:			29,200.00	.00		
MISSION COMMUNICATIONS, LLC						
1084844	SEWER - ANNUAL MANHOLE MONITORING SERVICE	02/19/2024	239.40	.00		
Total 9938:			239.40	.00		
MISSISSIPPI WELDERS SUPPLY CO						
1692500	SHOP- COMPRESSED GAS	01/01/2024	445.00	.00		
Total 1322:			445.00	.00		
MN POLLUTION CONTROL AGENCY						
OLIVER WASTE	C. OLIVER- WASTEWATER OPERATOR CERT RENEWAL	02/22/2024	40.00	.00		
Total 1316:			40.00	.00		
MTI DISTRIBUTING INC						
1416546-00	GC - MOWER PARTS	01/29/2024	786.72	.00		
Total 1330:			786.72	.00		
MUNICIPAL EMERGENCY SERVICES, INC.						
IN1972116	FD - UNIFORMS	12/05/2023	748.47	.00		
IN1974149	FD - TRUCK EQUIPMENT	12/08/2023	95.68	.00		
IN1975630	FD - PPE	12/12/2023	1,062.68	.00		



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
IN1981599	FD - UNIFORMS	12/22/2023	326.04	.00		
IN1982681	FD - PPE	12/26/2023	1,233.22	.00		
IN1988691	FD - PPE	01/09/2024	204.30	.00		
IN1989856	FD - PPE	01/11/2024	1,305.60	.00		
IN1991263	FD - PPE	01/15/2024	305.34	.00		
Total 8816:			5,281.33	.00		
<b>NCPERS GROUP LIFE INSURANCE</b>						
02/24/ STMT	LIFE INSURANCE PREMIUMS	03/01/2024	144.00	.00		
Total 1619:			144.00	.00		
<b>QUADIENT FINANCE USA, INC</b>						
02/24/2024	Postage Meter Postage- Arena	02/13/2024	2.87	.00		
02/24/2024	Postage Meter Postage- ANIMAL RESCUE	02/13/2024	2.87	.00		
02/24/2024	Postage Meter Postage- Clerk	02/13/2024	43.05	.00		
02/24/2024	Postage Meter Postage- FIRE DEPARTMENT	02/13/2024	11.48	.00		
02/24/2024	Postage Meter Postage- Golf course	02/13/2024	8.61	.00		
02/24/2024	Postage Meter Postage- Library	02/13/2024	8.61	.00		
02/24/2024	Postage Meter Postage- Lic Bur	02/13/2024	28.70	.00		
02/24/2024	Postage Meter Postage- Police	02/13/2024	20.09	.00		
02/24/2024	Postage Meter Postage- Pool	02/13/2024	5.74	.00		
02/24/2024	Postage Meter Postage- Public works	02/13/2024	14.35	.00		
02/24/2024	Postage Meter Postage- Sewer	02/13/2024	60.28	.00		
02/24/2024	Postage Meter Postage- Water	02/13/2024	60.28	.00		
02/24/2024	Postage Meter Postage- B & Z	02/13/2024	20.09	.00		
Total 9799:			287.02	.00		
<b>REGENT OF THE UNIVERSITY OF MN</b>						
0300033732	COUNCIL- DEVELOPMENT OF A FOOD FOREST DESIGN	02/16/2024	4,978.00	.00		
Total 9453:			4,978.00	.00		
<b>RELIABLE PEST MANAGEMENT</b>						
15158-2	ICE ARENA - PEST CONTROL	01/22/2024	20.00	.00		
Total 9871:			20.00	.00		
<b>SAFE-FAST, INC.</b>						
INV285812	STREETS- SHOP GLOVES	01/19/2024	92.05	.00		
Total 8644:			92.05	.00		
<b>SOUTHEAST LIBRARIES COOP</b>						
052084	LIBRARY- WEBSITE HOSTING 2024	02/22/2024	230.00	.00		
Total 1962:			230.00	.00		
<b>STAVENAU, DOUG</b>						
02/16/2024- REI	FD- REIMBURSE MILEAGE- FIRE SCHOOL IN AUSTIN	02/16/2024	294.80	.00		
2024 BOOT	WORK BOOT REIMBURSEMENT	02/15/2024	105.49	.00		
Total 1875:			400.29	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ULINE</b>						
174376433	WIESER PARK PAVILLION- RECYCLING DUMPSTER	02/13/2024	223.44	.00		
Total 9422:			223.44	.00		
<b>UNITED STATES POSTMASTER</b>						
2/24 PAST DUE	PAST DUE WATER/SEWER - SEWER	02/22/2024	34.45	34.45	02/22/2024	
2/24 PAST DUE	PAST DUE WATER/SEWER - WATER	02/22/2024	34.45	34.45	02/22/2024	
Total 2102:			68.90	68.90		
<b>UNIVERSAL TRUCK EQUIPMENT INC</b>						
62608	STREETS- 2019 PLOW TRUCK REPAIR	01/23/2024	5,593.40	.00		
62609	STREETS - 2023- 2500 CHEVY PLOW TRUCK CUTTING E	01/23/2024	444.93	.00		
62621	STREETS- CUTTING EDGE WEAR PLATE KIT ON PLOW T	01/23/2024	132.93	.00		
Total 2105:			6,171.26	.00		
<b>VERIZON WIRELESS</b>						
9955324073	FD - MOBILE	01/28/2024	120.03	.00		
Total 8973:			120.03	.00		
<b>XCEL ENERGY</b>						
01/24 STMT	LIFT STATION- 1450 HWY 16	01/31/2024	13.96	.00		
01/24 STMT	NEW LA CRESCENT SIGN- 209 S WALNUT	01/31/2024	8.30	.00		
01/24 STMT	TENNIS COURT LIGHTS- 608 S 7TH	01/31/2024	3.30	.00		
01/24 STMT	UNIT STREET LIGHTS- 33 S WALNUT	01/31/2024	83.89	.00		
01/24 STMT	WELL HOUSE- 200 STONEY POINT RD	01/31/2024	364.31	.00		
01/24 STMT	WWTP- 222 HWY 16	01/31/2024	347.12	.00		
01/24 STMT	PARK SHELTER- 1200 JONATHAN	01/31/2024	1.14	.00		
01/24 STMT	CITY HALL- 317 MAIN	01/31/2024	107.87	.00		
01/24 STMT	FLAG LITE- 202 MAIN	01/31/2024	6.14	.00		
01/24 STMT	FLAG LITE- 226 MAIN	01/31/2024	.63	.00		
01/24 STMT	SIGN LITE- 525 S CHESTNUT	01/31/2024	8.91	.00		
01/24 STMT	ICE ARENA- 520 S 14TH	01/31/2024	3,222.98	.00		
01/24 STMT	LIFT STATION- 31 MCINTOSH RD E	01/31/2024	19.91	.00		
01/24 STMT	WELL #2- 400 LARCH	01/31/2024	1,214.35	.00		
01/24 STMT	RADIUM PLANT- 722 N 2ND	01/31/2024	2,183.87	.00		
Total 1410:			7,586.68	.00		
Grand Totals:			198,974.23	24,635.89		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Dated: _____						
Mayor: _____						
City Council: _____						
_____						
_____						
_____						
_____						
_____						
City Recorder: _____						
City Treasurer: _____						

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

# 3.1



TO: Honorable Mayor and City Council Members  
FROM: Angie Boettcher, City Clerk *Angie*  
DATE: February 22, 2024  
RE: No Wake Zone

Attached is a copy of the letter that City Council Members signed regarding the No-Wake Zone in December of 2023. Mayor Poellinger will be in attendance to further review the No-Wake Zone.



December 13, 2023

Houston County Commissioners  
304 South Marshall Street  
Caledonia, MN 559221

RE: Houston County 100 Foot No Wake Ordinance

Dear County Commissioners:

At the October 3, 2023 regular session, the Houston County Board of Commissioners did not approve the adoption of an ordinance establishing a no wake zone along the West Channel of the Mississippi River.

The ordinance establishing the no wake zone was approved by the Minnesota Department of Natural Resources, and the Houston County Planning Commission voted unanimously in favor that the Houston County Board approve the no wake zone ordinance as presented.

The La Crescent City Council requests that the Houston County Board reconsider the adoption of the no wake zone ordinance. La Crescent Mayor Poellinger is available to attend a Houston County Board meeting to discuss the proposed ordinance, and why it should be adopted.

Thank you for your time and consideration. Please let City Administrator Bill Waller know when this item will be placed on a future Houston County Board agenda so that Mayor Poellinger can attend the meeting.

Sincerely,

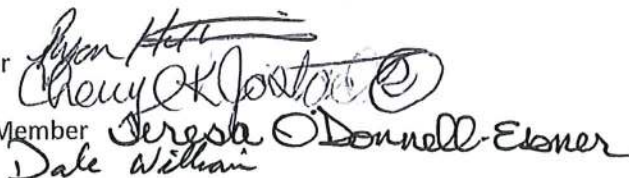
  
Mike Poellinger, Mayor

Rayn Hutchinson, City Council Member

Cherryl Jostad, City Council Member

Teresa O'Donnell-Ebner, City Council Member

Dale Williams, City Council Member

  
Rayn Hutchinson  
Cherryl Jostad  
Teresa O'Donnell-Ebner  
Dale Williams



#32



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: February 15, 2024  
RE: Park & Recreation Commission Meeting Minutes  
Dog Park Recommendation

Attached for review and consideration by the City Council are the minutes from the February 5, 2024 Park & Recreation Commission meeting. The Park & Recreation Commission is recommending that the dog park be located on a piece of property that the City owns adjacent to Chestnut Street. A map showing the location of the dog park is included.

The development of the dog park is an Eagle Scout project that is being led by Peyton Jerue.

The City has been working to develop a dog park in the community, and has considered locations adjacent to South 7<sup>th</sup> Street, adjacent to Stoney Point Road, and now adjacent to Chestnut Street.

In 2022 a community survey was completed as part of the City updating it's Comprehensive Park & Recreation Plan. A dog park was the number one requested amenity that community residents wanted added to a City park.

If the City Council would like to proceed with the development of a dog park adjacent to Chestnut Street, we will finalize the project costs and present that information at the March 11<sup>th</sup>, 2024 City Council meeting.

Also included is a letter from the De Lacy Family Foundation withdrawing their support for the project.

For City Council information, the Chestnut Street site will require that an existing stormwater culvert be extended at a cost of approximately \$20,000. Mr. Jerue has raised funds for a portion of the project costs, and we will bring back information at the next meeting on the remaining costs necessary to complete the project.

TO: Honorable Mayor and City Council Members  
Park and Recreation Commission Members  
FROM: Bill Waller, City Administrator  
DATE: February 7, 2024  
RE: Meeting Minutes  
February 5, 2024

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, February 5, 2024, in the Wieser Park Pavilion at Wieser Park. 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, Tyler Benish, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the December 4, 2023 Park and Recreation Commission meeting as presented.
2. The Commission discussed the proposed dog park project, and reviewed the draft of a site plan for a dog park located adjacent to Chestnut Street. Discussion followed from members of the Commission, and input and comments were received from individuals that attended the meeting. Representatives from the DeLacy Family Foundation were in attendance at the meeting, and asked several questions regarding the Chestnut Street plan and the earlier plan located adjacent to Stoney Point Road. Foundation representatives indicated that if the City selects the Chestnut Street location as the site for the dog park, the Foundation would need to re-evaluate the Foundation's financial commitment to the project. Following further discussion, it was the consensus of the Commission to recommend to the City Council that the dog park be located at the Chestnut Street site.
3. An update was provided on the 2024 summer recreation season. The Commission was informed that due to the availability of lifeguards, the school parties that are normally held when the aquatic center opens may need to be cancelled, and that the opening of the aquatic center may also be pushed back by a few days. The availability of lifeguards will also prohibit evening swim lessons, and will require that the aquatic center close at 5:00pm on weekends. The Commission discussed the hourly rate of pay for lifeguards, and is recommending that the City increase the rate of pay for lifeguards and reimburse lifeguards at the end of the season for the costs associated with obtaining and maintaining their certification as a lifeguard.
4. The next Park & Recreation Commission meeting will be March 18, 2024. The meeting will be held at the Wieser Park Pavilion.
5. There being nothing further to discuss, the meeting was adjourned at approximately 6:43 pm.





SCALE:	1"=40'
WORKS PROJECT NO.	7319.23
DRAWN BY:	CR
CHECKED BY:	TH
SHEET	

LOCATION MAP

DOG PARK - CHESTNUT STREET  
LA CRESCENT, MN  
2024

1 OF 1



**wbks**  
engineers • planners • land surveyors

FUTURE MNDOT LANDSCAPE PARTNERSHIP



February 12, 2024

Bill Waller  
City of La Crescent  
Main St.  
La Crescent, MN 55947

Re: Dog Park

Dear Bill:

Thank you for you allowing the De Lacy Family Foundation to be involved in the process of establishing La Crescent's first dog park. We know it's a highly desired project that will bring joy to our citizens and hopefully promote our fine City to those looking to visit. Regrettably we are writing to inform you of our withdrawal from the project. Our board met to discuss the site that is being recommended by the Parks and Recreation commission, and we have serious reservations with this parcel. The safety of our visitors – both human and dog – is paramount and the proximity to the railway is not a safe option for either. If there are future projects that we could partner with the City on, please reach out.

Sincerely,

Sarah M. De Lacy  
Executive Director  
De Lacy Family Foundation

#3.3



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *BW*  
DATE: February 15, 2024  
RE: La Crescent Animal Rescue Lease Agreement

Attached for review and consideration by the City Council is the lease agreement between the City and La Crescent Animal Rescue. Attorney Wieser will be in attendance at the meeting to review the lease agreement with the City Council.

We would suggest that the City Council approve the lease agreement as presented.



## Minnesota Lease Agreement

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between City of La Crescent (hereinafter referred to as "City" or "Landlord") and La Crescent Animal Rescue, Inc. a Minnesota nonprofit corporation (hereinafter referred to as "Tenant" or "LAR").

### WITNESSETH:

**WHEREAS**, Landlord is fee owner of certain real property being, lying and situated in Houston County, Minnesota, such real property having a street address of 523 South Chestnut, La Crescent, Minnesota (hereinafter referred to as the "Premises").

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

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

**WHEREAS**, LAR as its stated purpose and by its action has undertaken the task of caring for, sheltering and adoption of dogs and cats;

**WHEREAS**, the LAR desires to perform the services of care, shelter and adoption of dogs and cats in the City of La Crescent;

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

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term beginning on February \_\_\_\_\_, 2024 and until its expiration on December 31, 2024.

Tenant may renew the Lease for succeeding terms of one (1) year, unless either party gives written notice to the other party, sixty (60) days prior to expiration of the existing term, of their intention not to renew this Lease.

Either party reserves the right to unilaterally terminate the Lease upon 120 days written notice for any reason.

2. **RENT.** The total rent for the term hereof is the sum of Ten 00/100 Dollars (\$10.00) per year. The receipt of which is hereby acknowledged by Landlord.

3. **USE OF PREMISES.** LAR is an animal care and shelter organization. LAR shall undertake and carry out promptly, legally, and effectively the advertising, supplying of food, watering, health needs, other care of the animals sheltered, adoption thereof along with the obligations incidental thereto, cleaning of the pound facility, shall provide the medical needs of the animals and for the disposal, and all other expenses incurred and associated with the maintenance of animals brought to and kept at the La Crescent Animal

Rescue.

4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good, safe, clean, and tenantable condition. Tenant accepts the condition of the Premises in its current condition and waives all disclosures.
5. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
6. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
7. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.
8. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon.
9. **TENANT'S HOLD OVER.** Tenant shall not hold over. Tenant agrees to vacate the Premises upon termination of this Agreement.
10. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
11. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
12. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement or of any present rules and regulations or materially fails to comply with any duties imposed on Tenant by statute, within fourteen (14) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.

13. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.
14. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
15. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
16. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
17. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
18. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
19. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
20. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
21. **ADDITIONAL PROVISIONS.**

### **Animal Control Duties**

1. Local Government Unit ("LGU") is defined as any incorporated city or unincorporated town located within Houston County, Minnesota.
2. "Stray" or "strays" are defined as dogs or cats that any Houston County LGU locates that does not belong to a known owner, and LGU, through its law enforcement agency or agency's designee, wants to give to LAR. "Stray" or "strays" is also defined as dogs or cats that any citizen locates that does not belong to a known owner, and citizen wants to give to LAR. "Surrender" or "surrenders" are dogs or cats that have been brought to LAR by a citizen of a given Houston County LGU (including, but not limited to, citizens residing in the geographical boundaries of the City of La Crescent), due to the person not being willing or able to care for the dog or cat in the future.

3. The City hereby delegates and subcontracts to LAR the responsibilities of, shelter, care and adoption of dogs and cats in the City of La Crescent.
4. LAR shall undertake and carry out promptly, legally, and effectively the advertising, supplying of food, watering, health needs, other care of the animals sheltered, adoption thereof along with the obligations incidental thereto, cleaning of the shelter premises, shall provide the medical needs of the animals and for the disposal, and all other expenses incurred and associated with the maintenance of animals brought to and kept at the La Crescent Animal Rescue.
5. City, by its Police Department, shall continue to catch and LAR shall continue to confine at the Shelter, where indicated, cats and dogs. LAR is not authorized to catch cats and dogs running at large within the City. The catching of dangerous animals, as defined by the Minnesota State Statute, shall be the responsibility of the City. Dangerous animals, as defined by the Minnesota State Statute, are not permitted at the Shelter. The City shall have the discretion to handle said animals as deemed appropriate.
6. It is understood and agreed that the LAR in the performance of the work and services agreed to be performed by and under this agreement, shall not act as an employee of the City and none of its officers, employees or agents shall obtain any rights to retirement benefits or other benefits which accrue to City employees and the LAR hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities. LAR shall not pledge as collateral the real property, or its appurtenances owned by the City.
7. Volunteer agents of LAR who provide services in the animal shelter will be considered Volunteer Agents of LAR alone and will in no way be considered employees of the City. In the event LAR agents become employees of LAR, LAR agrees to maintain workers' compensation insurance, in accordance with Minnesota Statutes, Section 176.182, on all of its employees providing services in the La Crescent animal shelter and shall provide the City with a certificate of insurance showing evidence of workers' compensation coverage. Volunteer agents of LAR are not agents of the city. The City will not be held responsible or liable for any LAR agents.
8. LAR shall maintain commercial general liability insurance from a reputable and licensed insurance company licensed to do business in Minnesota with minimum liability limits of not less than \$1,000,000.00 per occurrence. LAR shall name the City as an additional insured and shall provide the City with a certificate of insurance showing evidence of liability coverage prior to commencement of this agreement. The City agrees to maintain liability coverage through the League of Minnesota Cities insurance Trust using standard LMCIT liability coverage forms.
9. The City including its elected officials, employees, agents and representatives shall not be liable to the LAR, or those claiming through or under the LAR, for an injury, death or property damage occurring in, on or about the premises, and the LAR shall indemnify the City and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, to or about the premises described herein. The LAR shall indemnify the City and hold it harmless for any claim or damage arising out of any injury, death or property damage occurring in, on or about the Shelter premises described herein to the LAR or to an employee, volunteer, customer, invitee, guest or trespasser of

the LAR. Notwithstanding, it is understood and agreed that the City's liability shall be limited by the provisions of Minnesota § 466 or other applicable law.

### **Financial Term**

1. On or before February \_\_\_\_\_, 2024 and the \_\_\_\_\_ day of each February of this Agreement, the City will pay LAR the sum of Seven Thousand Five Hundred 00/100 Dollars (\$7,500.00) for up to sixty (60) strays per year turned over to LAR through the La Crescent Police Department. For each stray in excess of sixty (60) strays from the La Crescent Police Department, the City will pay LAR One Hundred Twenty-Five 00/100 Dollars (\$125.00) per stray. Prior to the receipt of sixty (60) strays from the La Crescent Police Department, LAR will provide written notification to the Chief of Police to review and address the issue.
2. LAR will have the ability to enter into agreements with other LGUs within Houston County, Minnesota with consent of Landlord. If the agreement is compliant with the terms of this Agreement, Landlord's consent should not be unreasonably withheld. Any agreement that LAR reaches with another LGU will provide for financial payment of at least One Hundred Twenty-Five 00/100 Dollars (\$125.00) per stray to LAR from the LGU. In the event LAR does not have an agreement with a LGU and receives a stray from a citizen residing within that LGU, LAR can accept the stray so long as LAR receives payment of One Hundred Twenty-Five 00/100 Dollars (\$125.00) per stray. If a citizen submits a stray and there is no agreement with the local LGU and citizen is either unwilling or unable to pay for the stray, LAR will decline to accept the stray.
3. LAR has discretion to as the fees it charges for surrender of dogs or cats brought in by citizens of Houston County, LAR shall not knowingly accept strays or surrenders from outside Houston County, Minnesota.

### **LAR Obligations**

1. LAR will reimburse the City of La Crescent 50% of the cost of utilities for the leased premises (water, sewer, electricity, gas, trash, and recycling) within thirty (30) days of invoice from the City for the first year of this agreement. For subsequent years, LAR will reimburse the City of La Crescent 100% of the cost of utilities for the leased premises (water, sewer, electricity, gas, trash) within thirty (30) days of invoice from the City of La Crescent.
2. LAR will be responsible for all "day-to-day maintenance" of the leased premises including, but not limited to maintenance relating to the operation of the furnace, air conditioning unit, shed, water softener, salt replenishment, and plumbing. "Day-to-Day Maintenance" is defined as the usual and customary maintenance needed relating to a property such as cleaning, annual maintenance of furnace/cleaning the heat exchanger, replacement of filters, conditioning and cleaning of an A/C unit and coils, cleaning of vents or coils for laundry or refrigeration equipment, gutter cleaning, periodic draining and demineralization of a hot water heater, replacing salt for a soft water system, weatherstripping, and things of that nature. "Capital Improvements" are defined as building and utility-related expense that would be, generally speaking, the normal expenses of a landlord and depreciated as part of the property, for example, replacing an



HVAC units, air conditioners, hot water heaters, sewer or water mains, roofing/gutters, roof/gutter maintenance, gravel or concrete work for parking areas, and similar things of that nature. LAR will have the ability to request a meeting to discuss any Capital Improvements it believes to be needed. Any agreement regarding Capital Improvements will require an amendment approved by both parties in writing. City will contribute up to Three Thousand Five Hundred 00/100 Dollars (\$3,500.00) per calendar year for emergency capital improvements. If an emergency capital improvement is in excess of Three Thousand Five Hundred 00/100 Dollars (\$3,500.00) it will require an amendment approved by both parties in writing.

3. LAR will comply with all Minnesota Department of Health requirements including, but not limited to Minnesota Animal Companion Act.
4. LAR's use of the building will comply with all federal, state, and local zoning and use regulations.
5. LAR will not permit more than fifty (50) cats or six (6) dogs on the leased premises at any time without further written consent of the La Crescent Chief of Police or his designee.
6. LAR will reserve, at all times, three (3) cages available exclusively for the La Crescent Police Department (two cats, one dog). If LAR has an emergent situation such that the three (3) cages for La Crescent Police Department cannot be reserved, LAR will notify La Crescent Chief of Police immediately in writing and will provide an estimated time period for the reserved cages to be available.
7. At least annually, LAR will provide City with a copy of its most current IRS filing including its IRS 990 filing within fifteen (15) days of filing.
8. Beginning April 2024 and each quarter thereafter during the term of this Agreement, LAR will also provide an accounting of all animals that have been housed at the leased premises, including the location of the animal's origin. LAR will provide the required information on the form attached.

### **City Obligations**

1. Provide general maintenance to include general snow removal, mowing, and outside maintenance as needed in the discretion of the City.

### **Miscellaneous**

1. La Crescent City employees will have full access to the building including and access codes or keys to access the building.
2. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon

a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the LAR and shall continue in that order until one name remains. The parties will share the cost of mediation equally.

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

3. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
4. LAR may not assign this Agreement.
5. LAR shall not discriminate against any person by reason of any characteristic protected by state or federal law.
6. 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.
7. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

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

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

Notice to LAR:           La Crescent Animal Rescue, Inc.  
                                  Attn: President  
                                  523 South Chestnut Street  
                                  La Crescent, MN 55947

With a copy to:           Johns, Flaherty, & Collins, SC  
                                  Attn: Joseph G. Veenstra  
                                  205 5<sup>th</sup> Avenue South, Suite 600  
                                  La Crosse, WI 54601

8. 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.
9. 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.

10. All reports, plans, specifications, data, maps, and other documents produced by the LAR in the performance of services under this Agreement shall be the property of the City.
11. The LAR agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The LAR understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the LAR in performing those functions that the City would perform is subject to the requirements of Chapter 13 and the LAR must comply with those requirements as if it were a government entity. This does not create a duty on the part of the LAR to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
12. 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.

***SIGNATURES ON FOLLOWING PAGE***

As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LANDLORD:

CITY OF LA CRESCENT

\_\_\_\_\_  
By: Mikel Poellinger

Its: Mayor

\_\_\_\_\_  
By: Bill Waller

Its: City Administrator

As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TENANT:

LA CRESCENT ANIMAL RESCUE, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

INTAKES		STRAYS	SURRENDERS	TOTAL
JANUARY	<b>CATS:</b>			
	City of La Crescent			
	Other Houston County Municipalities			
	<b>DOGS:</b>			
	City of La Crescent			
	Other Houston County Municipalities			
FEBRUARY	<b>CATS:</b>			
	City of La Crescent			
	Other Houston County Municipalities			
	<b>DOGS:</b>			
	City of La Crescent			
	Other Houston County Municipalities			

# 3.4



TO: Honorable Mayor and City Council Members  
FROM: Angie Boettcher, City Clerk *AB*  
DATE: February 22, 2024  
RE: Horse Track Meadows North

Attorney Wieser will be in attendance at the meeting to provide an update on the sale of Horse Track Meadows North.

#3.5



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *BW*  
DATE: February 15, 2024  
RE: Personnel Committee Recommendations

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

1. That the City Council adopt an earned sick and safe time policy, a copy of which is included. Also included is an informational flyer from the Minnesota Department of Labor and Industry that summarizes the new legislation.
2. On March 13, 2024, Roth Clark will have completed his one-year probationary period as a Corporal in the La Crescent Police Department. The Personnel Committee is recommending that effective March 13, 2024, Mr. Clark's probationary status be removed, and that he be classified as a Corporal in the La Crescent Police Department. A letter from the Chief of Police regarding the recommendation is included.
3. That the City Council accept Eric Lambrecht's resignation from the Fire Department. A letter from the Fire Chief regarding this recommendation is included.



## CITY OF LA CRESCENT EARNED SICK AND SAFE TIME (ESST) POLICY

### **Earned Safe and Sick Time (ESST), effective 1/1/2024**

ESST is authorized absence from work with pay. All employees (including temporary, seasonal, and part-time employees) performing work for at least 80 hours in a year for the City are eligible for ESST. ESST is paid time off granted to employees on an accrual basis and may be used as soon as it is accrued. ESST is paid at the same hourly rate that an employee is paid from employment with the City. ESST does not accrue during an unpaid leave of absence.

For purposes of this policy, a year is a calendar year – January 1 to December 31.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the other authorized conditions explained below.

- Full-time employees will accrue 4.00 hours of ESST and 4.00 hours of regular sick time on the second payroll of each month. Accrued but unused sick time may be carried over into the following year. Employees can accrue a maximum of 880 hours of traditional sick leave and 80 hours of ESST for a combined total of 960 hours. ESST hours are to be used before regular sick leave hours.
- Part-time employees will accrue ESST at a rate of one hour per 30 hours worked, up to a maximum of 48 hours of ESST per year. Unused ESST hours may be carried over into the next year but may not exceed 80 hours at any one time. Temporary and seasonal employees will accrue ESST at a rate of one hour per 30 hours worked, with a maximum of 48 hours per year. Unused ESST hours may be carried over into the next year but may not exceed 80 hours. There will be no payout of unused ESST at the end of an accrual year or upon termination.
- ESST may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

### **ESST Eligible Uses**

Employees may use available ESST hours as allowed under state law. The leave may be used as it is accrued in the smallest increment of time tracked by the City's payroll system (1 hour) for the following circumstances:

Approved \_\_\_\_\_



A. An employee's own:

- Mental or physical illness, injury, or other health condition
- Medical, dental, or other care provider appointments
- Need for medical diagnosis, care, or treatment, of a mental or physical illness
- Injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

B. Care of a family member:

- With mental or physical illness, injury, or other health condition
- Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition
- To take a family member to medical, dental, or other care provider appointments
- Who needs preventative medical or health care
- Whose school or place of care has been closed due to weather or other public emergency
- When it has been determined by a health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault, or stalking of the employee's family member provided the absence is to:

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

## **Family Members**

For ESST purposes, “family member” includes an employee’s:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step-sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild, or step-grandchild
- Grandparent or step-grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

After accrued sick leave or ESST has been exhausted, vacation leave may be used upon approval of the immediate supervisor, to the extent the employee is entitled to such leave.

### **For use of ESST, the employee will:**

- Communicate with his/her immediate supervisor at least 7 days in advance for foreseeable absences or, as soon as possible after the scheduled start of the workday, for every day absent;
- Keep his/her immediate supervisor informed of the status of the needed leave;
- After three consecutive days of ESST, submit a physician’s statement or other supporting documentation upon request. If the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the

employee is using, or used, ESST for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

After an absence, the City may require an employee to provide a physician's statement or other medical documentation on the employee's first day back to work attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation claim or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

Any employee who makes a false claim for ESST will be subject to discipline up to and including termination.

Employees must use ESST prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave.

ESST cannot be transferred from one employee to another.

### **Retaliation Prohibited**

The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Further, the use of ESST will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under the ESST law.

### **Benefits and return to work protections**

During an employee's use of ESST, an employee will continue to receive the City's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued ESST is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

# Earned sick and safe time (ESST)

**Effective: Jan. 1, 2024**

## What is ESST?

ESST is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse, sexual assault or stalking.

ESST must be paid at the same hourly rate an employee earns when they are working.

## Who is eligible for ESST?

An employee is eligible for ESST if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for ESST.

## Retaliation is against the law.

An employer may not retaliate, or take negative action, against an employee for asserting their legal rights under the ESST law.

## How do you accrue and use ESST?

- Employees accrue at least one hour of ESST for every 30 hours worked, unless an employer front loads ESST hours as allowed by law.
- ESST begins accruing on the first day of work and employees are allowed to use ESST as it accrues.
- Employers must allow an employee to accrue at least 48 hours of ESST every year and to roll over unused ESST to the next year up to a maximum accrual of at least 80 ESST hours.
- Employers can require documentation from employees when ESST is used for more than three consecutive days.

## What can you use ESST for?

ESST can be used for reasons that include:

- the mental or physical illness, treatment or preventive care of an employee or their family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member; and
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency.



### Sick time

For mental or physical illness, treatment or preventive care



### Safe time

To address domestic abuse, sexual assault or stalking

**mn** DEPARTMENT OF  
LABOR AND INDUSTRY

November 2023

651-284-5075 • 800 342 5354 • [dli.laborstandards@state.mn.us](mailto:dli.laborstandards@state.mn.us) • [dli.mn.gov/sick-leave](http://dli.mn.gov/sick-leave)

Notice: This is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for related Minnesota Statutes.



# CITY OF LA CRESCENT

## Department of Police

Chief Luke M. Ahlschlager



February 13, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Removal of Probationary Status

On March 13, 2024, Cpl. Roth Clark will have completed a one-year probationary period as Police Corporal for the La Crescent Police Department, per LELS Local 120 Contract Article 5.2.

I would like to report to La Crescent City Council Cpl. Clark has satisfactorily completed the probationary period. I would respectfully request consideration that Cpl. Clark be removed from Probationary Status.

Thank you for your consideration,

Luke Ahlschlager

Chief of Police





## ***La Crescent Fire/Rescue***

To: Personnel Committee  
La Crescent City Council  
Bill Waller – City Administrator  
From: Chief Tom Paulson  
Date: 2/12/2024

RE: Fire Fighter resignation

Eric Lambrecht has tendered his resignation from the position of Fire Fighter/First Responder. The department accepts his resignation effective February 12<sup>th</sup>, 2024.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Paulson".

Tom Paulson  
Fire Chief  
La Crescent Fire Department

#3.6

**RESOLUTION NO. 02-24-08**

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

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

1. AcenTek wishes to donate \$100.00 to the La Crescent Fire Department.

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

ADOPTED this 26<sup>th</sup> Day of February 2024.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

#6.1

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: February 12<sup>th</sup> 2024

RE: GreenStep Meeting Minutes February 7<sup>th</sup>, 2024

ATTENDANCE: Jason Ludwigson, Teresa O'Donnell, Bill Waller and Jeremy Wise

MEMBERS NOT IN ATTENDANCE: Jim Nissen, Bob Spencer, Michael Alfieri, and Tyler Benish

### Minutes

1. The committee approved the minutes from the November 1<sup>st</sup> 2023 meeting.
  2. The committee discussed new member(s) recruitment. A new resident was proposed as a possible committee member.
  3. The committee reviewed the materials about the utility franchise fee. Discussion followed. The committee will discuss this idea at future meetings.
  4. The committee reviewed opportunities for a 2024 work plan.
  5. The committee discussed recent tours of the Xcel RDF plant and Hilltopper Recycling facility. Discussion followed about opportunities to increase recycling and reduce waste in the community.
  6. Project updates were provided on the following: Solar PV updates Ice Arena, Pool, Wieser Park Shelter, and Pine Creek Golf Course, CPL Grants – Pine Creek, ReLeaf Community Forestry and Shade Tree Bonding Grants MnDNR, Siberian Elm, Buckthorn and Round Leaf Bittersweet Removal Efforts, Carbon Reduction Program Electric Vehicle, WinLac updates – Urban Stormwater Practices – WinLac Rain Garden McIntosh, Stormwater Art/Murals with the Source Water Protection Plan Implementation Grant and Projects and Practices BWSR Grant New Street Sweeper, VW funds EV chargers – MPCA and ZEF energy, Map the Experience Eagles Bluff Park signs, La Crecent Tree Ordinance, New Thermostats for City Hall and the Fire Station, and the February 24<sup>th</sup> Dry Bluff Prairie work day in Eagles Bluff Park.
  7. Jason Ludwigson provided an overview of the city-wide speed limit discussions.
  8. Jason Ludwigson provided information on the efforts to partner with WinLac to host a 2024 GreenCorps member. The member would focus on Stormwater and Forestry if La Crescent is chosen as a host.
  11. Adjournment -The meeting was adjourned at 5:52 p.m. by consensus.
- cc. Natural Resources Advisory Committee



#6.2



## 2023 La Crescent Police Department Year-End Report



### Message from Chief Luke Ahlschlager:

On behalf of the La Crescent Police Department, I sincerely thank the La Crescent City Council Members and residents for a successful 2023. I have provided a synopsis of what your Police Department has been up to.

It is the intent of the La Crescent Police Department to conduct public service and safety in a professional, transparent manner. If this synopsis creates further questions or prompts specific discussion regarding any issues, please do not hesitate to reach out to me.

Respectfully,

### 2023 Operational Highlights

The La Crescent Police Department responded to nearly 4,500 incidents this year. Some via phone, others in person. This is an average of 375 calls per month or approximately 13 calls for service per day.

Of note: La Crescent reports criminal statistics to the FBI Uniform Crime Report indexes. There are two categories, Part 1 Crimes which are generally crimes of violence and involve property. Part 2 Crimes are often considered less serious such as forgery, embezzlement/fraud, weapons violations, sex crimes, and drug laws.

The remaining balance of calls for service cover an extremely wide variety of events including but not limited to traffic stops, emergency medical care, mental health response, juvenile welfare concerns, public assistance, suspicious activity, alarms, animal control, parking complaints, permits to purchase firearms and ordinance enforcement.

253 Citations issued for various offenses from traffic to ordinance violations.

## May 2023 – Launch of the new La Crescent Police Department Patch

Coloring Contest for area children 11 years old and younger.

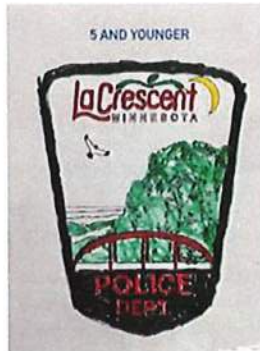
Almost 140 submissions, 4 winners and several finalists received prizes from La Crescent Businesses.

The grand prize winner also received a ride to school in a squad car.



### LCPD Patch Launch Coloring Contest 2023

5 AND YOUNGER



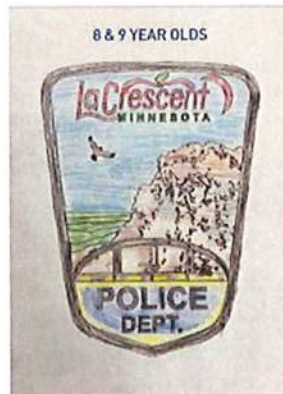
Joe Brown

6 & 7 YEAR OLD



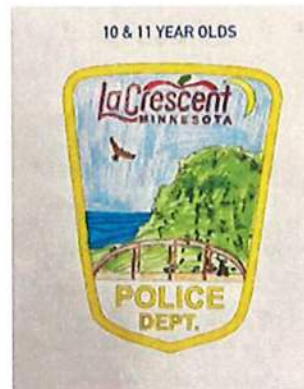
Wyatt Inglett

8 & 9 YEAR OLDS



Livia Hamit

10 & 11 YEAR OLDS



Payton Norsten



## National Night Out; Tuesday August 1, 2023

- The department was excited to offer another in-person Neighbor Night featuring a DJ, free swimming, a photo booth, and free dinners to attendees.
- Just over 1100 meals were served. There were taser and K9 demonstrations (see LCPD Facebook page for a variety of photo captures from the night.)
- There were about 50 prizes given away through generous donations from local businesses.
- La Crescent Fire Department, HCSO Sheriff and Deputies, MN State Patrol and Tri State Ambulance provided the opportunity to see their vehicles and ask questions.
- La Crescent – Hokah Robotics team held demonstrations; one robot was able to launch LCPD t-shirts and squishy balls to groups of children.
- Many booths were set up from local vendors (no money is accepted at this event) including the library, the local garden, and Healthy Community Partnership, the La Crescent Historical Society, the La Crescent Bike Shoppe, and various businesses who offered free items and information.
- Generous Kudos to the always-amazing **Lions Club** members for their helpful volunteerism!



This is the first year the medallion hunt lasted five days! The winning family was awarded a basket of prizes from local businesses.



## Nominations/Awards/Commendations:

- Investigator Inglett received a Letter of Commendation for her work with an at-risk youth; a missing juvenile case.
- Officer Hofschulte received a Letter of Commendation for his work with life-saving measures.
- At a La Crescent City Council meeting, Officer Darin Daveau was recognized and awarded Valor for his distinguished service on February 6th, 2023.
- Investigator Kaylee Inglett presented La Crescent resident Ben Wilde with a Citizen Certificate of Recognition, for his quick thinking, sharp reactions, and concern for the community in which he lives.

Investigator Inglett



Officer Darin Daveau



Congratulations to  
Corporal Roth Clark  
who was promoted  
in March 2023

Newest Officer  
Kaleb Peterson



Full Time Officer Amy Gehrke, badge  
308, was sworn in with City Council  
July 17, 2023



## Peace Officer Training

- The Minnesota Peace Officer Standards and Training (POST) Board requires a minimum of 48 hours of continuing education every three years in order to maintain licensure. La Crescent Peace Officers generally far exceed minimum training standards.
- Training events consist of attending courses sponsored by professional associations, certification of Department employees in specific areas of training expertise, internet on-line assignments, and conducting training in joint cooperation with other Houston County law enforcement agencies and the La Crescent Fire Department.
- The department's achievements with training are to be applauded. As the Public Safety landscape is ever-changing and associated cost of continuing education can be prohibitive, I believe the City of La Crescent is represented with some of the best trained personnel not only in the region, but in the State of Minnesota.



### 2023 was a year filled with training:

- Officer Ethan Hofschulte - Use of Force – Foundation Instructor Training. March 13<sup>th</sup>, 2023 – March 17<sup>th</sup>, 2023. Rochester, MN.
- Nov 2023: Investigator Kaylee Inglett attended a week-long training regarding Internet Crimes Against Children (ICAC) at the National Criminal Justice Training Center at Fox Valley Technical College in Rochester MN.  
ICAC training helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children.
- Officer Amy Gehrke attended Firearms Instructor Training (Pistol, AR-15 and Shotgun) October 2<sup>nd</sup>, 2023 – October 6<sup>th</sup>, 2023 and October 16<sup>th</sup>, 2023 – October 18<sup>th</sup>, 2023
- Officer Amy Gehrke attended Defensive Edge AR15/M4 Armorer Training in Rochester November 16<sup>th</sup> and 17<sup>th</sup>, 2023
- Officer Amy Gehrke applied and was accepted into the MNSP Law Enforcement Phlebotomy Course through Dakota County Technical College. With drugged-driving increasing, the skills Ofc. Gehrke will obtain through this program will be highly valuable and used. This training program is funded by the Minnesota Office of Traffic Safety with National Highway Traffic Safety Administration grant funds.

## Other Notable Moments from LCPD:

- La Crescent PD's participation with the City of La Crescent becoming a HeartSafe Community (<https://www.health.state.mn.us/diseases/cardiovascular/tools/heartsafe.html>) and the acquiring of AEDs for squad cars. This update was covered by WXOW Channel 19 News.

AEDs for every squad!



WXOW.COM

**La Crescent police department receives new AED kits**



### La Crescent Police Reserves

Drug Take Back Day October 28, 2023

Curb Side Collections in front of La Crescent City Hall

La Crescent City Hall has the city's only drug drop-off box. This is available during regular city hall hours. (No liquids or needles accepted).

### Mayo Clinic's Annual Child Maltreatment Conference

Investigator Kaylee Inglett presented as a keynote speaker at the 25<sup>th</sup> annual Mayo Clinic Child Maltreatment Conference with a multidisciplinary team she worked with on a child abuse case in 2022.



## **Overview of the nearly 4,500 Incidents for 2023:**

### **Domestic Cases:**

There were 37 cases of Domestic situations, including papers served, general concern, Safety Hold and arrests.

### **Search Warrants:**

La Crescent Officers executed 6 search warrants in criminal cases/investigations/assist Houston County Sheriff.

### **Driving While Impaired (DWI)**

36 arrests in the city of La Crescent, including assisting the HC Sheriff's Office.

**9-1-1 CALLS.** Number of 9-1-1 calls that needed to be responded to by La Crescent officers, **228**

### **Community Policing:**

This includes checking business doors after hours, attending sporting and other events, foot patrol in the city.

Total calls for Community Policing: 188

### **Motor Vehicle Unlocks:**

La Crescent is one of the few cities to assist with this issue. 72 assists were performed.

**Citations Processed:** 252    **Parking Complaints:** 114 incidents    **Animal Complaints:** 180

### **Firearm Permits in 2023:**

117 issued (combination of city residents issued permit to purchase, and background check through the Sheriff's Office for La Crescent resident's permit to carry).

**Vehicle Theft:** 2 incidents    **Trouble with Party.** 111 incidents    **Welfare Checks.** 112 incidents

**Noise Complaints:** 32 incidents

**Found Property:** 98 incidents (From animals, to keys, to bicycles, to chainsaws - and much in between)

**Medical Calls:** 301 assists to Fire Dept, Ambulance, Lift Assist and more.

**Scam Reports:** 35    **Fraud Reports:** 21

### **Narcan Deployments: 3**

In the past year, our organization has made significant strides in the strategic deployment of Narcan, a vital tool in addressing opioid overdoses. Through three successful interventions, we showcased our commitment to swift and effective life-saving measures, emphasizing the importance of preparedness, community outreach, and adaptability in combating the opioid crisis. We remain dedicated to expanding our Narcan initiatives, increasing community awareness, and continuing to make a substantial difference in the well-being of our community.

### **Fingerprinting:**

Approximately 62 Fingerprinting appointments in 2023 to assist those who require this service for employment, guardianship, adoption or other background reasons. These are done by appointment for a \$55 fee.



**Project Lifesaver:**

This community service continues with monthly visits to a local family, from Investigator Inglett and/or Sergeant Michael Ernster. A tracking bracelet ensures the families concerns for a family member who may stray unaccompanied.

**2023 Houston County Law Enforcement Association – \*renamed Bluff Country Hidden****Heroes:**

Gifts were purchased, wrapped and delivered to Houston County children with a jolly Santa to greet them! The association raises funds to help spread holiday cheer, collecting wish lists from a variety of families in the county.



This event is led by HCSO Sergeant Chris Frick, #2814, including:

Houston County Sheriff's Office, Fillmore County Sheriff's Office, La Crescent Police Department, Hokah Police Department, Caledonia Police Department, Houston Police Department, La Crescent Fire & Rescue, Caledonia Fire Department, Houston Fire & Rescue, Mabel Fire & Rescue, Rushford Fire Department, Eitzen Volunteer Fire Department, Walmart – Onalaska, H&R Enterprises and Gillette Pepsi-Cola Co.

**Notable LCPD mentions from 2023:**

- Investigator Kaylee Inglett was the first on scene just in time to help deliver a baby. The parents were quite grateful, but did not name the baby after the Investigator.
- Apple Fest, LCHS Homecoming parade
- Great Green Run and Roll, LCES
- Trunk or Treat at Nicole's School of Dance
- Thriller Dance Parade Event in October
- The Holiday Train Event in December
- Officers hand out ice cream coupons to kids on bicycles who wear a helmet



## La Crescent Police Officers are also Animal Control:



Officer Gehrke with a duckling.



Sergeant Ernster has no limits when it comes to animal control.

## Snap Shots of Community Service:



Investigator Inglett stopped by to visit with young entrepreneurs!



Chief Ahlschlager assisted with the Shore Acres flood, by distributing cleaning supplies donated by the Salvation Army.



Bringing Books to Life for La Crescent Students. Corporal Clark shown, Investigator Inglett also participated.

### **More events in 2023 where LCPD provided police service:**

Candle light hike at Veterans Park  
Leadership presentation LCHS  
Bringing Books to Life Corp. Clark and Inv. Inglett  
Bike to School and Other School Events  
Bluff country Family resources 5K  
LCES bike rodeo  
Stilettos on Steel motorcycle event  
Family fun night Library  
JDRF ride to cure diabetes Bicycle tour  
Apple Blossum Tour Bicycle Tour  
Bicycling around Minnesota event Veterans Park

### **LCPD Reserve Unit Summary 2023 (Under the direction of Corporal Clark)**

There are 7 LCPD Police Reserves, of which 2 are Sergeants, and 1 is Captain  
LCPD is recruiting for more Reserve Unit members, please have interested parties reach out.

#### **Involvements**

The police reserve unit had 100 total involvements during the 2023 calendar year (up from 54 in 2022). This number includes locating 26 unsecured doors in the community, 34 community policing events, and various other services including compliance checks, parking ordinance enforcement, observing and reporting suspicious activity, and assisting officers on calls for service such as traffic control at motor vehicle accidents. Activities not included in this number include ride-along and power car shifts.

#### **LCPD Reserves perform door checks in the community**

In 2021, there were 12 unlocked or open doors, in 2022 there were 22 unlocked or open doors, and in 2023 there were 26 unlocked or open doors discovered by a member of the Reserve Unit.

#### **Training**

In 2023, all active reserve officers attended a mandatory use of force training and policy review.  
Additional training includes:

- Taser certification
- Traffic control/direction
- Radio use and Report Writing
- Building clearing and warrant service
- Traffic stops
- Defensive tactics refresher course
- Multiple scenario-based trainings

### Reserve Unit Scheduling

All reserve officers are scheduled to work the National Night Out set up and event days, various events Applefest weekend, and the Canadian Pacific Holiday Train. One reserve officer is scheduled to work a “power car” shift per weekend except for Holiday weekends. They are scheduled on a rotating basis. These shifts are generally scheduled from 8:00 pm until 2:00 am Friday night into Saturday morning and duties include door checks, observing and reporting suspicious activity, parking enforcement, and assisting at calls when requested. Reserve officers can work additional shifts and ride-alongs on Friday and Saturday nights when not scheduled for another event. Any other shifts such as community events, compliance checks, etc. are scheduled based on individual officer availability.

### Additional Opportunities for Reserves

- Reserve officers are offered a yearly review by the reserve liaison officer which includes a coaching session and evaluation of their goals and career ambitions. Resources and other information are provided to them to help them be successful in reaching their goals.
- Promotional opportunities are available for reserve officers who have shown exceptional motivation and leadership abilities. Reserve Sergeants are tasked with being a primary point of contact for reserve officers and coordinating with the reserve Captain and Liaison Officer. The reserve Captain is tasked with oversight of all reserve functions and being a primary contact for the liaison officer for additional tasks and delegations. Supervisors meet with the Liaison quarterly to discuss training opportunities, activity reports, and general updates about the reserve unit and department happening.
  - Reserve Captain is Luther Berge
  - Reserve Sergeants are MaKayla Green and John Wooden

### Reserve “Success Stories”

In 2023, one reserve officer resigned to accept full-time law enforcement employment, a milestone that most reserve officers strive to reach after their time as a La Crescent Police Reserve Officer.

- Gabrielle Kriedermacher resigned in good standing to accept employment with the Preston, MN Police Department. She remains employed by that agency.

Also of note, reserve officer Oliver Wolff began a leave of absence for active-duty military service with the US Army. He plans on returning after his service is complete.

Former reserve officer Kaleb Peterson (ret. 2022) was hired as a full-time officer with the La Crescent Police Department.

## New squad car Tesla Model Y

With the efforts of Sustainability Coordinator and SRTS Coordinator Jason Ludwigson, the La Crescent Police Department were recipients of a Tesla Model Y, which is in the process of being fully upfitted as an addition to the police department's current fleet of patrol vehicles.

### Message from Jason Ludwigson, Sustainability Coordinator:

The City of La Crescent, as a part of the La Crosse Metropolitan Planning Organization, was awarded \$12,000 in Carbon Reduction Program funds for 2023 and 2024. The same amount will be awarded in the 2025 and 2026 STIP to La Crescent. The Carbon Reduction Program is a new program created by the Infrastructure Investment and Jobs Act (IIJA) passed in 2021. The purpose of the program is to reduce carbon dioxide emissions from on-road sources. By utilizing the La Crescent fleet study, completed by Sawatch Labs, the city was able to determine that replacing the existing police cruiser with a fully electric powered police cruiser would result in a 93% GHG emission reduction. Using the fleet study data the city made the decision to use the CRP funds to lease a Tesla Model Y. The Model Y will be used by the La Crescent Police Department. At the end of the 4-year lease term the city will own the Tesla Model Y. The Tesla Model Y was put into service by the city on December 28th, 2023.



Respectfully submitted to La Crescent City Council,

Luke Ahlschlager, #301  
Chief of La Crescent Police  
lahlschlager@cityoflacrescent-mn.gov



### **La Crescent Police Department**

507-895-4414

lacrescentpolice@cityoflacrescent-mn.gov

Fax: 507-895-8183

301	Chief Luke Ahlschlager
303	Sergeant Michael Ernster
302	Officer Cody Bellock
304	Officer Kaylee Inglett
305	Officer Kaleb Peterson
306	Corporal Roth Clark
307	Investigator Darin Daveau
308	Officer Amy Gehrke
Part Time officers:	
311	Officer Kyler Nesbit
313	Officer Josh DeBoer



6.3



**La Crosse County Convention & Visitors Bureau  
Board Meeting  
Explore La Crosse Office  
123 7<sup>th</sup> Street South  
Tuesday, February 20, 2024  
8:00 a.m.**

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

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

**Executive Director:** A.J. Frels

AGENDA

1. **Call to Order**
2. **Consent Items**
  - a. **Board Minutes**  
January 2024
  - b. **Financial Committee**  
Minutes  
February 2024  
Statements  
January 2024
  - c. **Community Updates**
3. **Community Partners Update**
  - a. DMI
  - b. La Crescent Chamber
  - c. La Crosse Chamber
4. **Event Center Updates**
  - a. La Crescent Area Event Center
  - b. La Crosse Center
  - c. Omni Center
5. **Presentation:** Erik Sjolander, Director of Convention Sales
6. **Executive Director's Report** – A.J. Frels

**7. Committees**

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

**8. Old Business**

- a. Employee Handbook Review & Job Descriptions Update
- b. Board Retreat Feedback
- c. Train Experience
- d. Destinations Wisconsin Day at the Capital

**9. New Business**

- a. LCC Board Seat
- b. Wagon Wheel Trail Letter of Support
- c. AirDNA STR Packet
- d. WIGCOT Conference

**10. Adjournment**

**Next Scheduled board meeting** – Tuesday, March 19, 2024, at 8:00 a.m. at the LCCVB Office at 123 7<sup>th</sup> Street South, La Crosse.

**LA CROSSE COUNTY CONVENTION & VISITORS BUREAU****BOARD MEETING****January 16, 2024– 8:00 a.m.**

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**Board Members:**

**Present:** Dave Ring, Jen Burch, Chris Roderique, Pete Boese, Mary Larson, Ryan Johnson, Patrick Barlow, Dan Stevens, Barb Janssen, Cheryl Jostad, Kalynn Krueger, Jay Patel, Ashley Santolin, Dan Kapanke, Val Erickson, Vicki Markussen, Brody Meier, Austin Wells, John Anderson, Elizabeth Poh

**Excused:** Pat Stephens, Beth Franklin, Nathan Franklin, Brian Meeter, Debbie Hosch, Jay Odegaard, Leo Silva, Dan Wick

**Absent:****Others present:**

Executive Director: A.J. Frels, Director of Finance & Human Resources: Michelle Hoch

**PROCEEDINGS:**

D. Ring brought the meeting to order at 8:00 a.m.

**Welcome-**Austin Wells, La Crosse Fairgrounds Speedway

**Consent Items:**

Board minutes-November 2023; Financial Committee Minutes: December 2023, January 2024;

Statements: November 2023 and December 2023. Community Updates.

**MOTION:** To approve the Board minutes- November 2023; Financial Committee Minutes: December 2023, January 2024; Statements: November 2023 and December 2023, and Community Updates. (B. Meier, D. Kapanke) Carried.

**COMMUNITY PARTNER & EVENT CENTER UPDATES:**

DMI-Several items in the works including; updating their gift card program, surveying downtown members, ARPA funding for local shopping.

La Crescent-Chili Cook-Off and Craft Beer Tasting on January 20<sup>th</sup>. La Crescent Chamber Member Annual Dinner and Live Auction at Pettibone Resort on February 24<sup>th</sup>.

La Crosse Center-Events including: Bi-State, MN Wrestling Duals, Badgerland Nationals, Wedding Expo, State Pom & Dance Tournament.

**EXECUTIVE DIRECTOR REPORT:**

- Holiday Train Recap: The train stop was a success with this year's collection of monetary donations being the largest to date. A big thank you to the many sponsors that contributed the cookies, hot cocoa and coffee for the spectators to enjoy.

-Thank you to all that were able to attend the Holiday Gathering at Drugan's in December.

-The Rotary Lights Sweepstake was a huge success, and was one of the most popular sweepstakes bringing in 8,020 entries.

-AJ attended the La Crosse County meeting on January 8<sup>th</sup> to discuss the 5-year plan to end homelessness in La Crosse.

- Drew with the Wisconsin Department of Tourism has asked AJ to sit on a panel for the Governor's Conference on Tourism this March.

- Secretary Sayers and the Wisconsin Department of Tourism decided to consolidate their convention committee, and their Sports Commission. AJ was asked to transition from chairing the convention committee to chairing the newly formed committee. He happily accepted that position.
- Erik has ordered the gifts for the Marbleseed Board of Directors. They have arrived and will be distributed to those directors when they are here in February.
- Haleigh will return from maternity leave on February 1, 2024.
- Carey, Deb, Jeremiah, and AJ met with Kathy Freudland of the Westby Ski Jump to discuss how Explore La Crosse can partner and participate in the event and build relations.
- The agreement with RIPE has been finalized. This software will allow us to link to events and festivals as a booking engine.
- Our Holiday Greetings card was sent out from the LCCVB to our tourism partners. This year we had the Red Bridge in La Crescent as our backdrop.
- Thank you again to Brody for his generosity in allowing us to store our 2024 visitor guides in his warehouse and not charging for the space.

#### **COMMITTEE REPORTS:**

**Membership** - Reports were distributed. Revenue for the month of December is \$8,905.50 budgeted for \$4,800. The next meeting will be held January 18, 2024.

**Grants**- Reports were distributed. \$66,300 was awarded in grants in 2023. The next meeting will be held January 18, 2024.

**Convention/Sales**- No meeting was held this month.

**Marketing/Media**- Meetings will resume when Haleigh is back from her maternity leave. The most recent Sweepstakes have been successful for Rotary Lights and Valentine's Day.

**Belonging and Mattering Committee**-No meeting was held this month.

#### **OLD BUSINESS:**

- Parking District Update-Mary Larson will be meeting with the Mayor today, no further updates at this time.
- Frothbite Recap- The event was a success with nearly 1200 people in attendance, and only a few short from the record-setting year in 2021. The team is working on finalizing the final reports. A preliminary report was included in the board packet.
- Letters for Board Reappointment-all of the letters have been turned in for the year.
- Updated Board Contact List-the document has been updated, however, please let AJ know if there are any changes.
- Visitor Guide Update-2024 Visitor Guides-The guides were delivered on January 8<sup>th</sup>, and are available for distribution at area businesses and for visitor requests.
- Golf Cart Update-The golf cart was purchased from Davey's and paid for in 2023. Delivery will be in April of 2024. Davey's will hold the cart until delivery and keep the battery charged.
- CD Update-We rolled over one of the CD's that matured in December. While we had the opportunity, we took the additional revenue from the money market and added it to the CD. This CD will mature on 6/6/2025 and is at a rate of 4.95%.

#### **NEW BUSINESS:**

- Employee Handbook Review & Job Descriptions-We are in the process of reviewing our employee handbook and making adjustments. We will be looking at a few policies and procedures such as PTO practices, a remote working



policy as well as Belonging and Mattering as it pertains to the layout and phrasing of the content in the handbook. As we did in 2017, we will engage with Wipfli moving forward, we have scheduled and will budget for the handbook to be reviewed and updated professionally every two years. The job descriptions are also currently being reviewed.

-Madden Media AI Session-at this time there are 37 people signed up to attend the virtual session lead by Matt Clement, Managing Partner with Madden Media. In this session Matt will review AI and how affects tourism and the workplace.

-Board Retreat-is scheduled for February 15, both the Board and Staff retreats will be held that day, at the Courtyard Marriott. Lunch will be at noon, at Piggy's.

Meeting adjourned at 8:43am

Next Board Meeting Tuesday, February 20, 2024 at 8:00am

Respectfully submitted, Michelle Hoch