

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT CITY HALL
315 MAIN STREET
MAY 8, 2023
5:30 P.M.

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

1. CONSENT AGENDA

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

- 1.1 MINUTES – APRIL 24, 2023
- 1.2 BILLS PAYABLE THROUGH MAY 5, 2023
- 1.3
- 1.4

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 EAGLE SCOUT PROJECT – PEYTON JERUE
- 3.2 ICE ARENA EVALUATION STUDY
- 3.3 SHORT-TERM RENTAL/LODGING ORDINANCE
- 3.4 DEVELOPMENT AGREEMENT – 31 SOUTH WALNUT
- 3.5 LIBRARY SUMMER READING PROGRAM
- 3.6 WALNUT STREET PLANNING PROJECT REVIEW
- 3.7 OVERLOOK PLAZA – U of M RESILIENT PROGRAM
- 3.8 NEIGHBORHOOD BLOCK PARTY REQUEST
- 3.9 MSA AGREEMENT – ADA ACCESS AUDIT/PLAN
- 3.10 MONSANTO SETTLEMENT
- 3.11 DONATION RESOLUTION – WIESER PARK
- 3.12 DONATION RESOLUTION - GENERAL
- 3.13 APPLEFEST 5K EVENT REQUEST
- 3.14 POLICE DEPARTMENT PATCH COLORING CONTEST
- 3.15 BUILDING DEPARTMENT STAFFING
- 3.16 GREAT RIVER RAIL REQUEST
- 3.17 BIKE MONTH PROCLAMATION
- 3.18 LIONS CLUB – SUMMER CONCERT SERIES

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT CITY HALL
315 MAIN STREET
MAY 8, 2023
5:30 P.M.

4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE
UPDATES**

6.1 PARK & RECREATION COMMISSION – 4/17/23

6.2 NATURAL RESOURCE ADVISORY GROUP – 4/20/23

6.3 CITY SPRING NEWSLETTER

7. CORRESPONDENCE

7.1

7.2

7.3

8. HOUSTON COUNTY

8.1

9. CHAMBER OF COMMERCE

9.1

10 ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
APRIL 24, 2023

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of April was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, April 24th, 2023.

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, Community Development Coordinator Larry Kirch (via Zoom), City Sustainability Coordinator Jason Ludwigson, Building and Zoning Official Shawn Wetterlin, and Deputy City Clerk Angie Boettcher.

Also in attendance were Houston County Assessors Luke Onstad, Joe Olson, and Kelly Petersen and Winona County Assessors John Conway and Lindsay Brand.

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

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – APRIL 10, 2023
- 1.2 BILLS PAYABLE THROUGH – APRIL 21, 2023
- 1.3
- 1.4

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. Deputy City Clerk Boettcher made the following requested change **Kelly Petersen was also in attendance from the Houston County Assessor's office.**

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

A MOTION TO APPROVE THE CONSENT AGENDA WITH THE REQUESTED CHANGE THAT KELLY PETERSEN WAS ALSO IN ATTENDANCE FROM THE HOUSTON COUNTY ASSESSOR'S OFFICE.

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

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

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

PUBLIC HEARING/MEETING

At 5:30 PM the City Council convened the annual Board of Appeal and Equalization meeting. Winona County Assessors John Conway and Lindsay Brand were present as well as Lucas Onstad, Kelly Peterson, and Joe Olson from the Houston County Assessors Office. Mayor Poellinger opened the meeting to the public.

The following member of the public wished to address the City Council and representatives from the Houston County Assessor's Office for Appeal:

Tom Jones 609 12th Court North. Following discussion Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO MAKE NO CHANGE TO THE ESTIMATED MARKET VALUE FOR PROPERTY OWNED BY TOM JONES AT 609 12TH COURT NORTH.

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

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

Members Ryan Hutchinson and Cherryl Jostad voted against the same. The motion was declared duly carried by a 3-2 vote.

Lucas Onstad reviewed with City Council the written appeal request from Randy and Karen Gibson – 28 Mc Intosh East. Following discussion Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO MAKE NO CHANGE TO THE ESTIMATED MARKET VALUE FOR PROPERTY OWNED BY RANDY AND KAREN GIBSON AT 28 MC INTOSH EAST.

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

Ryan Hutchinson	Yes
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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.

The following property owners appealed their valuation and have resolved the appeal with Houston County Assessor's Office prior to the meeting.

Robert Frey – 1500 Valley Lane – value adjusted down by \$24,300
 Joseph Graves – 410 1st Street South – value adjusted down by \$66,800
 Paul and Liz Swift – 504 South 4th Street – value adjusted down by \$37,800
 George Horihan – 215 South Oak Street – value adjusted down by \$14,900
 Troy Nolop – 31 South Walnut Street – value adjusted down by \$8,800

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

MOTION TO ADOPT THE RECOMMENDATION OF THE HOUSTON COUNTY ASSESSOR AND REDUCE THE ESTIMATED MARKET VALUE OF THE PROPERTY FOR CITY OF LA CRESCENT PROPERTY OWNERS AS PRESENTED.

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.

Mayor Poellinger closed the public meeting at 6:16 p.m.

ITEM 3.1 – AUTHORIZE QUOTES – WIESER PARK IMPROVEMENTS

City Administrator Bill Waller reviewed with City Council the Plans and Specifications for improvements at Wieser Park, included in the packet. The improvements include constructing a concrete parking lot with an EV charging station, site grading, and storm sewer. It was recommended that the Council approve the Plans and Specifications and authorize Staff to obtain quotes for this project which will be presented at a future meeting. The cost of the project will be covered by the sale of the five city-owned lots in the Horse Track Meadows North subdivision. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE PLANS AND SPECIFICATIONS FOR THE WIESER PARK IMPROVEMENTS AND AUTHORIZE STAFF TO OBTAIN QUOTES FOR THE PROJECT WHICH WILL BE PRESENTED AT A FUTURE 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
Cheryl Jostad	Yes
Teresa O'Donnell-Ebner	Yes
Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.2 – ENGINEERING AGREEMENT – RESILIENCY GRANT

Sustainability Coordinator Jason Ludwigson reviewed with City Council the \$89,845.45 Small Communities Resiliency Grant that the City received in March. The grant requires a ten percent (10%) match, which can include staff time. The grant submission included 38 hours of City Staff time. The project will study the effects of localized flooding and impacts from the Mississippi River. The study will result in the following items:

- Identify which portions of the city are most vulnerable to flash floods under future rainfall events.
- Develop a prioritized list of stormwater infrastructure or road improvements to reduce the vulnerability of flood-prone areas.
- Guide City planning for maintaining access and core functions during flood events.

A Professional Services Agreement with WHKS to develop a hydraulic model to review potential scenarios and identify infrastructure deficiencies was included. These deficiencies will be prioritized with estimated costs presented in the report. It was recommended that City Council approve the Professional Services Agreement with WHKS using the Resiliency Grant funds. WHKS will begin working on the project with scheduled completion in the spring of 2024. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH WHKS TO BEGIN WORK ON DEVELOPING A HYDRAULIC MODEL TO REVIEW POTENTIAL SCENARIOS AND IDENTIFY INFRASTRUCTURE DEFICIENCIES USING THE RESILIENCY GRANT FUNDS WITH SCHEDULED COMPLETION IN THE SPRING OF 2024.

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

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

Mike Poellinger

Yes

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

ITEM 3.3 – PLANNING COMMISSION MINUTES – APRIL 4, 2023

City Sustainability Coordinator Jason Ludwigson reviewed with City Council the April 4, 2023, Planning Commission Minutes. This was informational only, no action required.

ITEM 3.4 – DRAFT CHICKEN ORDINANCE

City Attorney Wieser reviewed with City Council for discussion a draft Chicken Ordinance. This was informational only with a consensus to bring the Ordinance back to the May 22nd Council Meeting.

ITEM 3.5 – MnDOT LANDSCAPE PARTNERSHIP RESOLUTION

City Council reviewed a Resolution to approve the City of La Crescent to enter into a MnDOT agreement with the State of Minnesota, Department of Transportation. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 04-23-15

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

IT IS RESOLVED that the City of La Crescent enter into an agreement with the State of Minnesota, Department of Transportation for the following purposes;

To provide for payment by the State to the City for the acquisition of landscape materials to be placed adjacent to the intersection of Trunk Highway No. 61-14-16, State Project No. (has not yet been assigned.)

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

ADOPTED this 24th day of April, 2023.

SIGNED:

Mayor

ATTEST:

Regular City Council Meeting -- April 24, 2023

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City Administrator

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes
Feresa 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 – SUMMER SUSTAINABILITY CORPS PROGRAM

City Sustainability Coordinator Jason Ludwigson reviewed with City Council the University of Minnesota Institute of the Environment: Learning and Education's Summer Sustainability Corps Program. The program is designed to assist cities in the Gold Leaf Pilot program which is an offshoot of the GreenSteps Cities program and provides cities with a summer intern. The City of La Crescent will be partnered with Elizabeth Genkinger, who will be a junior in the College of Food, Agricultural, and Natural Resource Sciences where she is majoring in Environmental Science with a Sustainability Studies minor. The internship will be virtual and run from June 5th to August 11th, 2023. Elizabeth will be supervised by Mr. Ludwigson during the internship. There is no cost to the city for participation in the 2023 Summer Sustainability Corps Program. This was informational only, no action required.

ITEM 3.7 – FEE SCHEDULE AMENDMENT

Deputy City Clerk Boettcher reviewed with City Council a recommendation from the Police Chief to add a \$50.00 charge for background checks in the 2023 Fee Schedule. City Council reviewed an Ordinance with the fee schedule changes. Following discussion, Member Williams introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 566

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

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

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

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

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

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

POLICE

ADMINISTRATIVE FINE FEE SCHEDULE	
General Parking Violation	\$20.00
Handicapped Parking	\$25.00
Miscellaneous	
Accident Reports – State Form	\$2.00
(add) Background Check	\$50.00
Copy of Incident Reports – per page/100 pages or less \$.25/page. 100 or more assessed to actual cost of materials and staff time.	Refer to description at left
Print-out of driving record/registration check – per request	\$5.00
Police Reserves – School District #300 events – per hour/per person	\$12.00
Fingerprinting	\$55.00
Vehicle Towing Fee	\$225.00
Vehicle Impoundment Fee – per day	\$15.00
Yearly Permit to Acquire Firearms/Permit to Carry – per year	No Charge
NSF/Account Closed Checks – service fee	\$30.00
DVD Only	\$10.00
Transcription Fee	\$42.00
BWC - \$19.00 per video/\$1.00 per minute + actual cost of staff time	

ADOPTED this 24th day of April 2023.

SIGNED:

Mayor

ATTEST:

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City Administrator

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 ordinance was declared duly passed and adopted.

City Council also reviewed the Summary Ordinance for publication. The Council made the following findings of facts: that the publication of the summary informs the public of the intent and effect of the Ordinance.

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 563 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.8 – HICKORY LANE ROAD RESOLUTION

City Attorney Skip Wieser reviewed with City Council for approval a Resolution regarding Hickory Lane.

The purpose of the resolution is to clarify the public records and to declare that all of Hickory Lane is in fact a public right-of-way as permitted by Minnesota Law. Following review and discussion, Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 04-23-16

**A RESOLUTION DECLARING A PUBLIC RIGHT-OF-WAY
OF HICKORY LANE**

WHEREAS, Hickory Lane has been utilized as a public road since 1969. Hickory Lane is described on the attached Exhibit A.

WHEREAS, since that time, Hickory Lane has been open to the public.

WHEREAS, Hickory Lane was initially developed in La Crescent Township and was subsequently annexed to the City of La Crescent on or about August 8, 2016, by virtue of a joint agreement between the City of La Crescent and the La Crescent Township.

WHEREAS, Hickory Lane has continuously been used, kept in repair, and worked as a public highway for at least six (6) continuous years, and therefore, the property is deemed dedicated to the public as a public highway pursuant to Minn. Stat. § 160.05.

BE IT RESOLVED, that the City Council of the City of La Crescent declares Hickory Lane, as described on Exhibit A, to be dedicated to the public as a public roadway.

ADOPTED this 24th day of April, 2023.

SIGNED:

Mayor _____

ATTEST:

City Administrator

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

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

Dale Williams	Yes
Mike Poellinger	Yes

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

ITEM 3.9 – PERSONNEL COMMITTEE RECOMMENDATIONS

City Administrator Waller reviewed with City Council the following recommendations from the Personnel Committee:

1. On April 30, 2023, Kara Tarrence will have completed her 6-month probationary period as the City's Finance Director. Effective April 30, 2023, the Personnel Committee is recommending that Ms. Tarrence's probationary status be removed and that she be classified as the City's Finance Director. Included in the recommendation is that effective April 30, 2023, Ms. Tarrence be moved from step 1 to step 2 in the Finance Director's salary schedule.
2. On May 9, 2023, Mike Ernster will have completed his 12-month probationary period as a Sergeant in the La Crescent Police Department. Effective May 9, 2023, the Personnel Committee is recommending that Mr. Ernster's probationary status be removed, and that he be classified as a Sergeant in the La Crescent Police Department. A letter from the Chief of Police regarding this recommendation was also included.
3. That the City Council accept Charles Petersen's resignation as a Police Officer for the City of La Crescent, and that the City Council authorize to advertise to fill the vacancy. A hiring recommendation will be presented at a future City Council meeting. A letter from the Chief of Police regarding this recommendation was included.

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

MOTION TO APPROVE EFFECTIVE APRIL 30, 2023, THAT KARA TARRENCE'S PROBATIONARY STATUS BE REMOVED AND THAT SHE BE CLASSIFIED AS THE CITY'S FINANCE DIRECTOR AND MS. TARRENCE BE MOVED FROM STEP 1 TO STEP 2 IN THE FINANCE DIRECTOR SALARY SCHEDULE.

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.

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

MOTION TO APPROVE EFFECTIVE MAY 9, 2023, THAT MIKE ERNSTER'S PROBATIONARY STATUS BE REMOVED AND THAT HE BE CLASSIFIED AS A SERGEANT IN THE CITY'S POLICE DEPARTMENT.

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.

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

MOTION TO APPROVE CHARLES PETERSEN'S RESIGNATION AS A POLICE OFFICER FOR THE CITY OF LA CRESCENT AND AUTHORIZER THE ADVERTISING TO FILL THE VACANCY WITH A HIRING RECOMMENDATION BEING PRESENTED AT A FUTURE CITY COUNCIL 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.

ITEM 3.10 – LIVING FOR LIZ/ROTARY CLUB REQUEST

City Council reviewed a letter from Monica Hohman on behalf of the La Crescent Rotary and Living For Liz to request space in Veteran's Park for six hours on Saturday, August 12, 2023, to provide lunch during the Apple Blossom Bike Tour. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE LA CRESCENT ROTARY AND LIVING FOR LIZ TO UTILIZE SPACE IN VETERAN'S PARK FOR APPROXIMATELY SIX HOURS ON SATURDAY, AUGUST 12, 2023, TO PROVIDE LUNCH DURING THE APPLE BLOSSOM BIKE TOUR.

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.

ITEM 3.11 – ACTIVE TRANSPORTATION GRANT UPDATE

City Community Development Coordinator Larry Kirch (via Zoom) provided information to City Council that funding for the MnDOT Active Transportation Infrastructure Grant for 6th Street South Aquatic Center/Kistler Park Connection was not approved. City Council also reviewed an email from MnDOT providing additional information and explanation as to why the city's request was not funded. It is hoped that additional funding will become available. If not, the city will re-apply next year. This was informational only, no action required.

ITEM 3.12 – WORK/PLANNING SESSION

City Administrator Bill Waller reviewed with City Council for discussion a proposed job description for a new Building Inspector position. The position will be included in the AFSCME Union and will be assigned a point value of 213-245, and in 2023 will have a salary range of \$26.80 - \$31.04 per hour. The 2023 budget includes four months of funding for the position. Given the anticipated schedule for filling the position, it will be necessary to amend the 2023 general fund budget by approximately \$4,500. Also reviewed for discussion was an updated Building Official job description that includes limited supervision over the new Building Inspector position. Additional duties include the responsibility for overseeing all City buildings, including routine and required maintenance at each of the city facilities. The Building Officials' position would continue to be included in the AFSCME union. The points assigned to the position will be increased from 305 to 315-345. In 2023 the salary range for the position will be \$31.51 to \$38.04 per hour. The projected total cost of the proposed wage increase for the Building Official in 2023 would be \$2,863 for the remaining seven months of the year. It will be necessary to amend the 2023 general fund budget by approximately \$1,145 to reflect this increase. The job descriptions will be brought back for approval at the May 8th City Council meeting. This was informational only, no action required.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 City Council reviewed the Explore La Crosse March 20, 2023, Agenda and Meeting minutes.

8. HOUSTON COUNTY

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

9. CHAMBER OF COMMERCE

Chamber of Commerce representative Jon Wilson was in attendance and gave an update.

There being no further business to come before the Council at this time, Member Williams 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 6:58 PM

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: May 5, 2023
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending May 5, 2023. We would suggest that the City Council approve the payment of the bills as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACENTEK						
4/23 STMT	BLDG/ZNG PHONE CHARGES	04/30/2023	49.34	.00		
4/23 STMT	LICENSE BUR. PHONE CHARGES	04/30/2023	175.42	.00		
4/23 STMT	POOL PHONE CHARGES	04/30/2023	124.87	.00		
4/23 STMT	WATER PHONE CHARGES	04/30/2023	87.53	.00		
4/23 STMT	GOLF COURSE PHONE CHARGES	04/30/2023	446.37	.00		
4/23 STMT	ARENA PHONE CHARGES	04/30/2023	288.77	.00		
4/23 STMT	STREET PHONE CHARGES	04/30/2023	43.91	.00		
4/23 STMT	CITY HALL PHONE CHARGES	04/30/2023	345.37	.00		
4/23 STMT	POLICE DEPT. PHONE CHARGES	04/30/2023	336.27	.00		
4/23 STMT	SEWER PHONE CHARGES	04/30/2023	123.98	.00		
4/23 STMT	BRUSH SITE PHONE CHARGES	04/30/2023	36.61	.00		
4/23 STMT	FIRE DEPT. PHONE CHARGES	04/30/2023	504.80	.00		
4/23 STMT	LIBRARY PHONE CHARGES	04/30/2023	135.97	.00		
4/23 STMT	PUBLIC WORKS PHONE CHARGES	04/30/2023	49.34	.00		
Total 24:			2,748.56	.00		
AFLAG						
4/23 STMT	INSURANCE PREMIUMS	05/01/2023	42.00	.00		
Total 72:			42.00	.00		
AFSCME						
4/23 DUES	PAYROLL DEDUCTED UNION DUES	05/01/2023	721.98	.00		
Total 25:			721.98	.00		
AIRGAS USA LLC						
9136984367	FD - O2 MEDICAL SUPPLIES	04/13/2023	65.61	.00		
Total 1802:			65.61	.00		
ALL STAR PRO GOLF INC						
INV31883	GC - GLOVES FOR RESALE	04/25/2023	267.05	.00		
Total 51:			267.05	.00		
AMAZON CAPITAL SERVICES						
14TG-1HRT-GCC	CITY - OFFICE SUPPLIES	04/23/2023	35.81	.00		
166H-QLQ9-4KJ	PD - OFFICE EQUIPMENT	04/19/2023	12.29	.00		
173K-JX77-3GM	MIRROR FOR CASE LOADER	04/27/2023	30.00	.00		
1791-3HM6-43Q	CITY - OFFICE SUPPLIES	04/20/2023	66.07	.00		
1791-3HM6-43Q	PARKS - BUILDING MAINT.	04/20/2023	625.16	.00		
1791-3HM6-43Q	POOL - OFFICE SUPPLIES	04/20/2023	19.53	.00		
17DM-DJYF-1YM	PD - OFFICE EQUIPMENT	05/01/2023	41.97	.00		
1FIT-N6XF-3KH	FD - EQUIPMENT	04/26/2023	767.19	.00		
1L3L-P3VL-1PLG	GC - PIZZA WARMER & HOT DOG COOKER	04/19/2023	506.49	.00		
1L7N-V9TC-4GR	LIBRARY - PROGRAM SUPPLIES	04/20/2023	228.74	.00		
1MXC-3XVR-9K	PARKS - TREE PRUNERS FOR TREE STEWARD VOLUNT	04/14/2023	353.20	.00		
1P4C-9P6D-PCP	CITY - OFFICE SUPPLIES	04/24/2023	56.56	.00		
Total 9956:			2,743.01	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#42	ANIMAL RESCUE - SOLAR	04/01/2023	190.88	190.88	04/25/2023	
#42	RADIUM PLANT - SOLAR	04/01/2023	372.26	372.26	04/25/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
#42	MAINTENANCE BLDG - SOLAR	04/01/2023	372.26	372.26	04/25/2023	
Total 9850:			935.40	935.40		
ARROWHEAD FORENSICS						
158381	PD - EVIDENCE ROOM SUPPLIES	04/27/2023	105.16	.00		
Total 9740:			105.16	.00		
AUTO VALUE LA CROSSE						
516446155	GC - EQUIPMENT REPAIR	04/11/2023	151.01	.00		
516446167	GC - FILTERS	04/11/2023	82.04	.00		
516447199	GC - EQUIPMENT REPAIR	04/19/2023	21.97	.00		
516447466	GC - FILTERS	04/21/2023	71.68	.00		
Total 2106:			326.70	.00		
BOBCAT OF THE COULEE REGION						
01-62082	BOBCAT REPAIR	04/17/2023	429.30	.00		
01-62171	GC - MOWER PARTS	04/19/2023	17.33	.00		
Total 216:			446.63	.00		
BRAUN INTERTEC CORPORATION						
8340477	WIESER PARK SHELTER MATERIAL TESTING	04/26/2023	643.00	.00		
Total 9691:			643.00	.00		
CHRISTEN GARDEN & GOLF						
170574	GC - CART REPAIR	04/18/2023	628.78	.00		
Total 9163:			628.78	.00		
CORE & MAIN LP						
S418900	WATER METER ANTENNA STUDY	04/12/2023	550.00	.00		
S633381	WATER METERS	04/06/2023	3,042.30	.00		
Total 9647:			3,592.30	.00		
CUSTOM ALARM						
546602	GC - MONTHLY ALARM MONITORING SYSTEM	05/01/2023	41.34	.00		
Total 290:			41.34	.00		
DALCO ENTERPRISES INC						
4071055	PARKS - CLEANING SUPPLIES	04/13/2023	288.68	.00		
Total 313:			288.68	.00		
DEBAUCHE TRUCK & DIESEL INC						
01W8576	2015 INTERNATIONAL REPAIR & MAINT	04/17/2023	3,534.56	.00		
Total 287:			3,534.56	.00		
E O JOHNSON CO INC - LEASE						
33840488	GC - COPY MACHINE/PRINTER	04/07/2023	73.00	.00		
33921693	CITY HALL - COPY MACHINE MAINT	04/20/2023	186.18	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
33921693	POLICE - COPY MACHINE MAINT	04/20/2023	111.70	.00		
33921693	SEWER DEPT - COPY MACHINE MAINT	04/20/2023	74.48	.00		
33921693	BLDG/ZNG - COPY MACHINE MAINT	04/20/2023	111.70	.00		
33921693	FIRE DEPT - COPY MACHINE MAINT	04/20/2023	74.48	.00		
33921693	PUBLIC WORKS - COPY MACHINE MAINT	04/20/2023	111.70	.00		
33921693	WATER DEPT - COPY MACHINE MAINT	04/20/2023	74.48	.00		
Total 9397:			817.72	.00		
EMERGENCY AUTOMOTIVE TECH						
MP03162350B	P-23 SQUAD - CAPITAL EQUIPMENT	03/29/2023	1,243.52	.00		
Total 9401:			1,243.52	.00		
FLAGSHIP RECREATION						
F21205	BIKE RACKS - GRANT FUNDED	04/25/2023	2,000.00	.00		
Total 9160:			2,000.00	.00		
GOEDE, DOUGLAS						
2023 BOOT	REIMBURSE - BOOT'S	03/20/2023	200.00	.00		
Total 9660:			200.00	.00		
GOPHER STATE ONE-CALL						
3040516	WATER - LOCATE	04/30/2023	39.15	.00		
3040516	SEWER - LOCATE	04/30/2023	39.15	.00		
Total 620:			78.30	.00		
GRAF ELECTRIC, INC.						
20645	REPAIR GRINDER PUMP 238 SHORE ACRES RD	04/24/2023	139.01	.00		
Total 619:			139.01	.00		
HILLTOPPER REFUSE & RCYL SRVC						
4/23 BAGS	MONTHLY REFUSE P/U - BAGS	04/30/2023	2,079.00	.00		
4/23 GOLF	RECYCLING & REFUSE P/U - GOLF COURSE	04/30/2023	110.80	.00		
4/23 STMT	REFUSE P/U - ANIMAL SHELTER	04/30/2023	74.19	.00		
4/23 STMT	REFUSE P/U - ARENA	04/30/2023	148.30	.00		
4/23 STMT	RECYCLING P/U FIRE DEPT	04/30/2023	10.00	.00		
4/23 STMT	REFUSE P/U - LIBRARY	04/30/2023	10.00	.00		
4/23 STMT	CITYWIDE RECYCLING P/U	04/30/2023	7,201.20	.00		
4/23 STMT	REFUSE P/U MAINTENANCE	04/30/2023	217.69	.00		
4/23 STMT	REFUSE P/U - FIRE DEPT	04/30/2023	25.00	.00		
4/23 STMT	REFUSE P/U - CITY HALL	04/30/2023	66.41	.00		
Total 9233:			9,948.59	.00		
HOFSCHULTE, ETHAN						
4/23 & 5/23	REIMBURSE - MEALS FOR DRE TRAINING 4/26/23 - 5/4/23	05/04/2023	82.76	.00		
Total 10000:			82.76	.00		
HOKAH CO-OP OIL ASSOCIATION						
210394	GC - OIL & FILTERS FOR EQUIPMENT	04/11/2023	370.63	.00		
211001	GC - OIL FOR CARTS	04/18/2023	81.84	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 715:			452.47	.00		
HOUSTON CNTY TREASURER						
2023 ASSMT FE	SPEC ASSMT ADMIN FEE	04/18/2023	11.47	.00		
2023 ASSMT FE	SPEC ASSMT ADMIN FEE	04/18/2023	8.10	.00		
2023 ASSMT FE	SPEC ASSMT ADMIN FEE	04/18/2023	4.05	.00		
2023 ASSMT FE	SPEC ASSMT ADMIN FEE	04/18/2023	22.28	.00		
2023 ASSMT FE	SPEC ASSMT ADMIN FEE	04/18/2023	14.85	.00		
2023 ASSMT FE	SPEC ASSMT ADMIN FEE	04/18/2023	8.10	.00		
2023 TIF ADMIN	TIF ADMIN - HETH	04/18/2023	125.00	.00		
2023 TIF ADMIN	TIF ADMIN - HOTEL/EVENT CENTER	04/18/2023	125.00	.00		
2023 TIF ADMIN	TIF ADMIN - AMISH FURN	04/18/2023	125.00	.00		
2023 TIF ADMIN	TIF ADMIN - GUNDERSEN	04/18/2023	125.00	.00		
Total 2450:			568.85	.00		
5/23 25.0085.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2023	517.00	517.00	05/01/2023	
5/23 25.0085.000	SPECIAL ASSESSMENT - INTEREST	05/01/2023	923.34	923.34	05/01/2023	
5/23 25.0094.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2023	517.00	517.00	05/01/2023	
5/23 25.0094.000	SPECIAL ASSESSMENT - INTEREST	05/01/2023	923.34	923.34	05/01/2023	
5/23 25.0847.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2023	517.00	517.00	05/01/2023	
5/23 25.0847.000	SPECIAL ASSESSMENT - INTEREST	05/01/2023	923.34	923.34	05/01/2023	
5/23 25.1155.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2023	517.00	517.00	05/01/2023	
5/23 25.1155.000	SPECIAL ASSESSMENT - INTEREST	05/01/2023	923.34	923.34	05/01/2023	
5/23 25.1156.000	SPECIAL ASSESSMENT - PRINCIPAL	05/01/2023	517.00	517.00	05/01/2023	
5/23 25.1156.000	SPECIAL ASSESSMENT - INTEREST	05/01/2023	923.34	923.34	05/01/2023	
Total 7222:			7,201.70	7,201.70		
IIMC						
2023 RENEWAL	A. BOETTCHER - IIMC MEMBERSHIP RENEWAL	04/11/2023	185.00	.00		
Total 9885:			185.00	.00		
INNOVATIVE OFFICE SOLUTIONS						
IN4157832	CLERK - OFFICE SUPPLIES	04/04/2023	51.69	.00		
IN4157832	PARKS - CLEANING SUPPLIES	04/04/2023	224.68	.00		
IN4161925	GC - OFFICE SUPPLIES	04/14/2023	7.65	.00		
IN4180716	CLERK - OFFICE SUPPLIES	04/29/2023	8.52	.00		
IN4180716	CITY - CLEANING SUPPLIES	04/29/2023	16.99	.00		
IN4180716	CLERK - NEWSLETTER	04/29/2023	80.81	.00		
IN4180716	COMM BLDG - CLEANING SUPPLIES	04/29/2023	16.50	.00		
Total 9471:			416.84	.00		
INSTY-PRINTS OF LA CROSSE INC						
157359	SUMMER REC SIGN UP FORMS	04/14/2023	259.74	.00		
Total 807:			259.74	.00		
JUNIOR LIBRARY GUILD						
643309	E-CATEGORY EASY READING	04/25/2023	812.04	.00		
644013	LIBRARY - BOOKS	04/25/2023	192.00	.00		
Total 9003:			1,004.04	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
KWIK TRIP INC						
4/23 STMT	FD - FUEL	04/30/2023	231.04	.00		
4/23 STMT	PD - FUEL	04/30/2023	1,608.68	.00		
4/23 STMT	SEWER - FUEL	04/30/2023	65.51	.00		
4/23 STMT	PARKS - FOOD FOR ARBOR DAY PLANTING	04/30/2023	34.20	.00		
4/23 STMT	R & Z - FUEL	04/30/2023	59.34	.00		
4/23 STMT	PARKS - FUEL	04/30/2023	443.15	.00		
4/23 STMT	STREET - FUEL	04/30/2023	1,228.22	.00		
4/23 STMT	WATER - FUEL	04/30/2023	65.50	.00		
Total 1014:			3,735.64	.00		
LA CRESCENT AUTO REPAIR, INC						
26367	PD - P21 MAINTENANCE	04/21/2023	62.02	.00		
26474	PD - P16 MAINTENANCE	04/21/2023	51.22	.00		
26747	PD - P20 MAINTENANCE	04/21/2023	37.80	.00		
26756	PD - P15 MAINTENANCE/REPAIR	04/21/2023	571.55	.00		
26761	PD - P19 MAINTENANCE	04/24/2023	45.78	.00		
Total 8168:			768.37	.00		
LA CRESCENT ROCK PRODUCTS INC						
23-103	ROCK FOR SHORE ACRES FLOODING	04/30/2023	3,705.09	.00		
Total 1121:			3,705.09	.00		
LAPPIN'S LLC						
18072	CITY HALL - CLEANING APRIL	04/30/2023	1,555.00	.00		
Total 9677:			1,555.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
4/23 DUES	PD - PAYROLL DEDUCTED UNION DUES	05/01/2023	472.50	.00		
Total 1134:			472.50	.00		
LEAGUE OF MINNESOTA CITIES						
380771	2023 LMC ANNUAL CONFERENCE - B. WALLER	04/25/2023	425.00	.00		
380919	2023 LMC ANNUAL CONFERENCE - T. EBNER	04/27/2023	425.00	.00		
Total 1117:			850.00	.00		
LUDWIGSON, JASON						
3/1/23 - 3/31/23 #	CONTRACTED HOURS FOR BOOST GRANT - HOURS MIS	03/31/2023	599.04	.00		
4/1/23 - 4/30/23	MILEAGE	04/30/2023	237.11	.00		
4/1/23 - 4/30/23	SUSTAINABILITY SERVICES	04/30/2023	5,557.76	.00		
Total 9632:			6,393.91	.00		
MACQUEEN EQUIPMENT INC						
W05123	FD - PUMPER REPAIR	04/10/2023	1,742.94	.00		
W05124	FD - VEHICLE MAINTENANCE	04/10/2023	321.20	.00		
W05125	FD - VEHICLE MAINTENANCE	04/10/2023	321.20	.00		
Total 1346:			2,385.34	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MENARDS-LA CROSSE						
81608	GC - SMALL TOOLS	04/04/2023	98.57	.00		
81608	GC - BLDG MAINTENANCE	04/04/2023	84.98	.00		
81608	GC - COURSE REPAIR	04/04/2023	324.28	.00		
81608	GC - CLEANING SUPPLIES	04/04/2023	57.87	.00		
81608	GC - VEHICLE MAINTENANCE	04/04/2023	61.96	.00		
Total 1352:			627.64	.00		
MENARDS-ONALASKA						
82626	GC - SMALL TOOLS	04/18/2023	20.48	.00		
82626	GC - COURSE REPAIR	04/18/2023	183.99	.00		
82626	GC - GOLF CAR PARTS	04/18/2023	4.95	.00		
Total 1398:			209.42	.00		
MIENERGY COOPERATIVE						
485422	WIESER PARK - SERVICE UPGRADE FOR NEW BUILDING	04/21/2023	802.61	.00		
Total 2012:			802.61	.00		
MR 1084 #104	FIRE STATION RENOVATION LOAN	05/01/2023	3,000.00	.00		
Total 9578:			3,000.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
4/28/23P/R00186	MN CHILD SUPPORT	05/01/2023	640.97	640.97	05/01/2023	
Total 9597:			640.97	640.97		
MINNESOTA PUMP WORKS						
INV020853	GRINDER PUMPS - SHORE ACRES FLOOD PREPARATIO	04/25/2023	10,260.00	.00		
Total 9637:			10,260.00	.00		
MISSISSIPPI WELDERS SUPPLY CO						
4026520	GC - GAS FILL FOR TORCH	04/04/2023	56.50	.00		
4041879	GC - GAS FILL FOR TORCH	04/24/2023	56.50	.00		
4042797	GC - GAS FILL FOR TORCH	04/25/2023	38.00	.00		
Total 1322:			149.00	.00		
MN DEPT OF TRANSPORTATION						
P00016868	WAGON WHEEL P11, 3 - BRIDGE INSPECTION	04/19/2023	320.56	.00		
Total 1364:			320.56	.00		
MSA PROFESSIONAL SERVICES INC						
R12759007.0-1	PROF SERVICES - WALNUT ST CORRIDOR PLAN	04/08/2023	5,400.00	.00		
Total 9388:			5,400.00	.00		
MTI DISTRIBUTING INC						
1381615-00	GC - MOWER PARTS	04/20/2023	348.90	.00		
Total 1330:			348.90	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
NCPERS GROUP LIFE INSURANCE						
4/23 STMT	LIFE INSURANCE PREMIUMS	05/01/2023	96.00	.00		
Total 1619:			96.00	.00		
NORTHERN BATTERY						
14312304210834	GC - BATTERY FOR TRACTOR	04/21/2023	54.95	.00		
Total 1461:			54.95	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1105678	GC - BEER FOR RESALE	04/13/2023	505.70	.00		
1109131	GC - BEER FOR RESALE	04/20/2023	345.65	.00		
Total 2311:			851.35	.00		
OVERHEAD DOOR COMPANY						
149636	SHOP - GARAGE DOOR SERVICE	04/20/2023	52.33	.00		
Total 1516:			52.33	.00		
PEPSI-COLA BOTTLING COMPANY						
9112487	GC - POP FOR RESALE	04/03/2023	658.30	.00		
9115534	GC - POP FOR RESALE	04/17/2023	1,198.80	.00		
Total 1615:			1,857.10	.00		
PERFORMANCE FOODSERVICE						
407724	GC - CLEANING SUPPLIES	04/06/2023	200.57	.00		
407724	GC - FOOD FOR RESALE	04/06/2023	171.59	.00		
413483	GC - FOOD FOR RESALE	04/14/2023	110.00	.00		
Total 10087:			482.16	.00		
PRI MANAGEMENT GROUP						
21431	PD - R. CLARK MANAGING POLICE RECORDS	05/04/2023	259.00	.00		
Total 10088:			259.00	.00		
PRO RIDER, INC.						
80410	EQUIPMENT FOR SAFE ROUTES TO SCHOOL - MNDOT	04/25/2023	394.80	.00		
Total 10086:			394.80	.00		
PROLOGUE PLANNING GROUP						
4/1/23 - 4/30/23	ECONOMIC DEVELOPMENT SERVICES	04/30/2023	3,120.00	.00		
Total 10006:			3,120.00	.00		
QUADIENT LEASING USA, INC						
N9920002	POSTAGE METER RENT- CLERK	04/26/2023	39.11	.00		
N9920002	POSTAGE METER RENT- LIC. BUR.	04/26/2023	9.78	.00		
N9920002	POSTAGE METER RENT- PUB WORKS	04/26/2023	9.78	.00		
N9920002	POSTAGE METER RENT- LIBRARY	04/26/2023	9.78	.00		
N9920002	POSTAGE METER RENT-WATER	04/26/2023	39.11	.00		
N9920002	POSTAGE METER RENT- G.C.	04/26/2023	9.78	.00		
N9920002	POSTAGE METER RENT- PD	04/26/2023	19.56	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
N9920002	POSTAGE METER RENT-BLDG/ZN	04/26/2023	9.78	.00		
N9920002	POSTAGE METER RENT-SEWER	04/26/2023	39.11	.00		
N9920002	POSTAGE METER RENT- ARENA	04/26/2023	9.78	.00		
Total 9213:			195.57	.00		
QUILLINS LA CRESCENT						
4/23 CITY	GC - FOOD FOR RESALE	04/30/2023	24.69	.00		
4/23 CITY	GC - FOOD FOR RESALE	04/30/2023	6.93	.00		
4/23 CITY	GC - FOOD FOR RESALE	04/30/2023	7.92	.00		
4/23 CITY	PD - FOOD FOR MEETING	04/30/2023	3.49	.00		
Total 1707:			43.03	.00		
R & R PRODUCTS INC						
CD2778339	GC - DRAG MAT FOR GREENS	04/19/2023	380.15	.00		
CD2780406	GC - FLAGS & POLES FOR GREENS	04/25/2023	364.55	.00		
Total 1833:			744.70	.00		
RIVER VALLEY MEDIA GROUP						
4/23 CITY	BOARD OF APPEALS NOTICE	04/30/2023	47.74	.00		
4/23 CITY	CONSUMER CONFIDENCE REPORT - 2023	04/30/2023	985.98	.00		
Total 8163:			1,033.72	.00		
SAFE-FAST, INC.						
INV274784	PARKS - SAFETY VESTS & GLOVES	04/21/2023	231.05	.00		
Total 8644:			231.05	.00		
SAM'S CLUB						
4/23 STMT	CITY - CLEANING SUPPLIES	04/30/2023	133.54	.00		
4/23 STMT	GC - FOOD FOR RESALE	04/30/2023	128.38	.00		
4/23 STMT	CITY - CLEANING SUPPLIES	04/30/2023	50.76	.00		
4/23 STMT	GC - SNACKS FOR RESALE	04/30/2023	86.90	.00		
4/23 STMT	CITY - OFFICE SUPPLIES	04/30/2023	55.96	.00		
4/23 STMT	GC - SNACKS FOR RESALE	04/30/2023	372.06	.00		
4/23 STMT	PARKS - GARBAGE BAGS	04/30/2023	257.76	.00		
4/23 STMT	CITY - OFFICE SUPPLIES	04/30/2023	180.92	.00		
Total 1861:			1,245.28	.00		
SCHOTT DISTRIBUTING CO., INC.						
515228	GC - BEER FOR RESALE	04/13/2023	427.85	.00		
517406	GC - BEER FOR RESALE	04/27/2023	474.60	.00		
Total 1931:			902.45	.00		
SHERWIN-WILLIAMS						
5873-5	STREET - PAINT	04/12/2023	4,730.00	.00		
Total 1906:			4,730.00	.00		
SOUTHEAST LIBRARIES COOP						
051225	LIB - SFLCO AUTOMATION FEE	05/02/2023	1,323.24	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1962:			1,323.24	.00		
SPRING GROVE SODA POP, INC.						
41375	GC - POP FOR RESALE	04/13/2023	177.50	.00		
Total 1915:			177.50	.00		
STUBER, KATHRYN						
4/23 LIBRARY	LIBRARY - CLEANING	04/30/2023	200.00	.00		
Total 10010:			200.00	.00		
SUMMIT COMPANIES						
182010726	PD - RECHARGE FIRE EXTINGUISHERS	03/22/2023	32.75	.00		
Total 50:			32.75	.00		
THORSON GRAPHICS LLC						
8846	SRTS SCHOOL BOOST GRANT ITEMS	04/25/2023	957.00	.00		
8859	POSTERS & MAGNETS - SRTS BOOST GRANT PROMO IT	05/02/2023	733.67	.00		
Total 8998:			1,690.67	.00		
TRI-STATE BUSINESS MACHINES IN						
572134	DMV - COPY/PRINTER	04/28/2023	76.49	.00		
Total 2024:			76.49	.00		
ULINE						
162576011	BENCHES & PICNIC TABLES FOR VETERANS PARK	04/14/2023	7,075.17	.00		
Total 9422:			7,075.17	.00		
UNITED STATES POSTMASTER						
4/23 CYCLE 3	POSTAGE - WATER/SEWER BILL	04/28/2023	174.96	174.96	04/28/2023	
4/23 CYCLE 3	POSTAGE - WATER/SEWER BILL	04/28/2023	174.96	174.96	04/28/2023	
Total 2102:			349.92	349.92		
VSC CORPORATION						
#27 322 S. 1ST	LAND PURCH.-CONTRACT FOR DEED-INTEREST	05/01/2023	248.71	.00		
#27 322 S. 1ST	LAND PURCH.-CONTRACT FOR DEED-PRINCIPAL	05/01/2023	2,222.32	.00		
Total 9942:			2,471.03	.00		
WHKS & CO.						
48056	WIESER PARK IMPROVEMENTS DESIGN	03/31/2023	12,361.10	.00		
48074	WALNUT STREET PRELIMINARY ENGINEERING	03/31/2023	287.63	.00		
48076	MONTHLY STAFF MEETING	03/31/2023	570.50	.00		
48076	VEYSCH PARK	03/31/2023	902.50	.00		
48076	COUNCIL MEETINGS	03/31/2023	570.50	.00		
48076	BIKE FRIENDLY CITY ASSISTANCE	03/31/2023	218.00	.00		
48076	MILEAGE	03/31/2023	183.40	.00		
Total 8290:			15,093.63	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WIESER LAW OFFICE PC						
4/23 CITY	BLDG/ZNG - LEGAL FEES	04/30/2023	2,553.63	.00		
4/23 CITY	COUNCIL - LEGAL FEES	04/30/2023	2,553.63	.00		
4/23 CITY	WATER DEPT - LEGAL FEES	04/30/2023	1,276.82	.00		
4/23 CITY	CLERK - LEGAL FEES	04/30/2023	2,553.63	.00		
4/23 CITY	SEWER DEPT - LEGAL FEES	04/30/2023	1,276.82	.00		
4/23 POLICE	PD - LEGAL FEES	04/30/2023	3,976.37	.00		
Total 2361:			14,186.90	.00		
WIESER, MATTHEW						
2023 SHOE	SHOE REIMBURSEMENT	04/20/2023	168.75	.00		
Total 9920:			168.75	.00		
XCEL ENERGY						
3/23 STMT	CITY HALL - 317 MAIN ST	03/31/2023	516.75	516.75	04/25/2023	
3/23 STMT	LIFT STATION - 110 MIDNIGHT	03/31/2023	15.70	15.70	04/25/2023	
3/23 STMT	FLAG LIGHT - 226 MAIN ST	03/31/2023	20.80	20.80	04/25/2023	
3/23 STMT	STREET LIGHTS - PO BOX 142	03/31/2023	6,517.33	6,517.33	04/25/2023	
3/23 STMT	LIFT STATION - 31 MCINTOSH RD E	03/31/2023	23.09	23.09	04/25/2023	
3/23 STMT	WELL #2 - 400 LARCH	03/31/2023	823.41	823.41	04/25/2023	
3/23 STMT	ANIMAL SHELTER - 523 S CHESTNUT	03/31/2023	11.06	11.06	04/25/2023	
3/23 STMT	BOOSTER STATION - 193 MCINTOSH E	03/31/2023	83.54	83.54	04/25/2023	
3/23 STMT	WELL HOUSE - 200 STONEY PT RD	03/31/2023	1,335.85	1,335.85	04/25/2023	
3/23 STMT	LIFT STATION - 1450 HWY 16	03/31/2023	8.05	8.05	04/25/2023	
3/23 STMT	BRIDGE LIGHTS - 219 CHESTNUT	03/31/2023	23.67	23.67	04/25/2023	
3/23 STMT	NEW LACRESCENT SIGN - 209 S WALNUT	03/31/2023	11.39	11.39	04/25/2023	
3/23 STMT	UNIT STREET LIGHTS - 33 S WALNUT	03/31/2023	61.85	61.85	04/25/2023	
3/23 STMT	LIBRARY - 321 MAIN ST	03/31/2023	96.67	96.67	04/25/2023	
3/23 STMT	FLAG LIGHT - 202 MAIN ST	03/31/2023	11.37	11.37	04/25/2023	
3/23 STMT	SIGN LIGHT - 525 S CHESTNUT	03/31/2023	14.71	14.71	04/25/2023	
3/23 STMT	ICE ARENA - 526 S 14TH	03/31/2023	2,468.14	2,468.14	04/25/2023	
3/23 STMT	WELL #3 - LOAD PROFILE 417 WALNUT PL	03/31/2023	1,582.79	1,582.79	04/25/2023	
3/23 STMT	RADIUM PLANT - 722 N 2ND ST	03/31/2023	1,329.85	1,329.85	04/25/2023	
3/23 STMT	BOOSTER STATION - 407 ORCHARDVIEW DR	03/31/2023	48.15	48.15	04/25/2023	
3/23 STMT	RESERVOIR - 1026 CRESCENT HILLS	03/31/2023	15.89	15.89	04/25/2023	
3/23 STMT	ABNET FIELD - 1323 SPRUCE	03/31/2023	33.75	33.75	04/25/2023	
3/23 STMT	SHORE ACRES - GRINDER PUMPS	03/31/2023	288.19	288.19	04/25/2023	
3/23 STMT	PARK SHELTER - 1200 JONATHAN	03/31/2023	66.18	66.18	04/25/2023	
3/23 STMT	TENNIS COURT LIGHTS - 608 S 7TH ST	03/31/2023	7.67	7.67	04/25/2023	
Total 1410:			15,415.85	15,415.85		
ZENKE INC						
7082	SINK HOLE ON SHORE ACRES ROAD	04/19/2023	402.50	.00		
7083	FIX SEWER LINE 510 N 2ND ST.	04/21/2023	1,600.00	.00		
Total 2412:			2,002.50	.00		
ZIEBELL'S HIAWATHA FOODS INC						
367532	GC - CLEANING SUPPLIES	04/06/2023	436.39	.00		
367532	GC - FOOD FOR RESALE	04/06/2023	362.04	.00		
367643	GC - FOOD CREDIT	04/14/2023	25.00	.00		
368124	GC - KITCHEN PRODUCTS	04/14/2023	139.26	.00		
368124	GC - CLEANING SUPPLIES	04/14/2023	120.69	.00		
368124	GC - FOOD FOR RESALE	04/14/2023	365.55	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
368715	GC - CLEANING SUPPLIES	04/21/2023	184.89	.00		
368715	GC - FOOD FOR RESALE	04/21/2023	26.08	.00		
Total 2417:			1,609.90	.00		
Grand Totals:			161,526.03	24,543.64		

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

Bill Waller

From: Peyton Jerue <jerpey25@students.isd300.k12.mn.us>
Sent: Wednesday, May 3, 2023 8:39 AM
To: Bill Waller; Mike Poellinger; Teresa O'Donnell; Cherryl Jostad; Dale Williams; Ryan Hutchinson
Subject: Loose script for City Council Meeting May 8th

Hello, this is Peyton Jerue with Troop 33 as I am aware I will be presenting at the city council meeting on May 8th. I have created a loose script for what I will be saying in the meeting (listed below). I will not be reading word for word but rather using it as points to keep the presentation moving. I look forward to presenting my progress and answer any questions.

Sincerely Peyton Jerue

My name is Peyton Jerue of Troop 33, I am a life scout working towards my eagle scout project. I have chosen my project to be creating the area and fencing the future space for la crescents first dog park. Tonight I am here presenting in front of the city council the progress and plan for the project. The current state of the project is full approval from scouts BSA, and approval from BSA to fundraise. The area provided by the city is land behind larch ave on 7th Street. The land provided for the project is 2.5 acres. The estimated cost of the project is \$8,000 for fuel, tools, signs, posts, gates, and fencing. All of which will be funded with donations from businesses. With a donation request. If donations exceed the goal any and all extra money will be saved for any addition or maintenance to the park. The donation letters are being hand delivered to businesses. Places like credit unions, clubs, and local businesses. With information stated on them for all proceeds to be returned by June first. For which summer construction will begin. The area will be cleared of any brush, vegetation, and deceased trees. A little information about the park. The area will have three sections. Small dogs, big dogs, and solitary. Small dogs and big dogs will be separated to avoid any conflict with size to provide the best experience for both sizes. The solitary area is for dogs who had never been to a dog park before to get the dog adjusted to the idea of a dog community. The entrance of the park will be a 4 gated area. It will have one entrance out while all other gates will be closed so no dogs can get out. The other 3 gates go to the 3 sections of the park. With the fences, signs will be hung showing rules to be followed in each area and recommendations for which area would belong to your dog. Drinks and some food will be provided for all volunteers and timely effort and work will have the entirety of the project done before the end of summer 2023. Things left for the chosen land are marking landlines if any, marking property lines, and contacting wildlife conservationists for any desired wildlife relocating.

3.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: May 5, 2023
RE: Ice Arena Evaluation Study

Attached for review by the City Council is the Ice Arena Evaluation Study. This is informational, and does not require action by the City Council at this meeting.

Representatives from Lancer Youth Hockey will be in attendance at the meeting to review the study and the current use and future plans for the Ice Arena.

We will be evaluating funding alternatives for a portion of the costs associated with these improvements.



Ice System Evaluation Study

La Crescent Community Ice Arena

For:

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

February 23, 2023
Rev 1 March 13, 2023

Submitted By:



B32 Engineering Group, Inc.
2211 O'Neil Road
Hudson, WI 54016

B32 File No. 900.22.469



1.0 TABLE OF CONTENTS

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2.0 PROJECT INFORMATION

Facility Addresses:

La Crescent Community Ice Arena
520 S 14th Street, La Crescent, MN 55947
Facility Manager: Tyler Reining
P. 507.884.5275

Owner Representative:

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

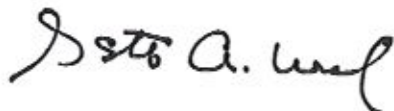
Consulting Engineering Firms:

B32 Engineering Group, Inc.
2211 O'Neil Road
Hudson, WI 54016
P. 651.436.2075
M. 651.492.1376
Mr. Scott A. Ward, P.E.
President
scott.ward@b32eng.com

Certification

The opinions stated in this report are based on limited visual observations and physical investigations only. No warranty is made, expressed or implied, that deficiencies that may affect life safety, though not addressed in this report, may not exist. The recommendations and/or description of repairs and energy use estimates and/or savings are for general information only, and should not be relied upon for securing funding and do not constitute design and bidding and/or construction documents. Actual energy use will vary depending on many factors outside B32 Engineering Group's control.

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.



40921	2.23.23
Scott A. Ward, P.E.	Date
President, B32 Engineering Group, Inc.	MN P.E. Registration Number

3.0 BACKGROUND AND PURPOSE

3.1 Background

The La Crescent Community Ice Arena has a long-standing tradition of providing quality ice-related activities. The facility offers skating opportunities for hockey, figure skating and the public. The arena features a standard NHL sized ice sheet and spectator seating for approximately 300-500 people. The facility was originally constructed in 1997 and is 26 years old. The facility operates in the ice mode from mid-August to May 1, approximately 8 1/2 months of the year and is considering extending the season to 11 months. The building is owned by the City and operated by the La Crescent Youth Hockey Association (LYHA) and the site is owned by the School District.

The existing ice system (refrigeration and ice rink floor system) is an indirect R-22-glycol system that is 26 years old and has exceeded its expected life of 20 years.



Photo 1 – Front exterior of facility



Photo 2 – Side exterior of facility near mechanical room.

3.2 Purpose

As part of a continued effort to: improve operation and efficiency at the ice rink facility; to plan for future improvements to the ice system (refrigeration system, ice rink floor and dasher board system) and other related systems; and to continue to provide high quality ice for its user groups; B32 Engineering Group, Inc. was retained by the City to prepare a study/evaluation of the ice system at the La Crescent Community Ice Arena. The primary objectives of this study are as follows:

- To provide the scope of work for future improvement project(s) that will extend the life and function of the ice system for another 25+ years.
- To identify ice system improvements to extend the life of the existing ice system and replacement options to assist the City and the LYHA in budgeting for future needs.
- To provide accurate cost and project scheduling information to assist the City and the LYHA in making informed decisions on future projects.

- To recommend improvements that maximize energy efficiency while incorporating sustainable design practices that reduce the use of fossil fuels, the production of greenhouse gas emissions, total energy use, wherever possible, and overall, lower the carbon footprint of each facility.

It is recommended that the findings presented in this study be used to improve the operations and maintenance of the facility and to assist in planning and budgeting of the recommended improvements.

3.3 Scope of Services and Approach

The scope of this project includes completing an in-depth evaluation of the physical conditions and improvement options for the following systems:

- Refrigeration system;
- Ice rink floor system;
- Waste heat recovery system;
- Dasherboard system; and
- Overview of MEP, electrical and building systems that are related to the recommended refrigeration system improvements.

3.4 Investigation Methods and Documents

Various methods were used to evaluate the existing facility including:

Visual Observations: A site visit was conducted on August 17, 2022, to observe the condition and operation of the facilities and the ice and mechanical system. The ice sheet was in place during the site visit.

Interviews: During the on-site visits, in-depth discussions were conducted with the facility's management and operational staff to document existing issues with the facility and discuss historical problems with its systems.

Research: Where applicable, additional research was conducted to provide accurate and detailed information regarding improvements or systems recommendations.

Documents and Timeline: The following documents were received and reviewed for the study which also chronicles construction and improvements at each facility:

- Drawings:
 - Community – Arena Original Drawings dated 1998 A1-A5, M1-M2
 - Dasher Board System drawings dated July 3, 1997
 - Rink Tec Drawings dated April 1997
 - Fabcon Insulated Wall Panel Shopdrawing
 - Mid-City Steel Shopdrawings

3.5 Estimated Project Costs

The proposed cost estimates presented throughout this report were developed by estimating the probable construction costs based on similar types of construction projects and work performed and bid in 2020-23 and updated for 2024 costs unless otherwise noted. The estimated costs include all materials and labor for a complete

installation unless otherwise noted. Costs will vary depending on the time of year the projects are bid, the current economic climate and the size and scope of project. The costs are based on a standard project and construction schedule as described in Section 6. If a reduced construction schedule is desired, additional costs for overtime pay, etc. should be applied to the specific project.

The cost estimates also account for, or are based on, the following references:

- Prevailing Wage requirements that will be required by the State of Minnesota.
- Current (2023) pricing trends with supply shortest, etc. (20%-30% in the Midwest).

In addition to the probable construction costs of the proposed work, other associated project costs are included to provide a total estimate cost for the project. The Estimate, Design and Construction Contingency line item in each cost table is included during the preliminary phase of design projects because the exact scope of the project has not yet been determined. This percentage is typically reduced from 20% to 8% during the final design phase of the project.

The Engineering, Legal, Financial and Administrative line item in each cost table is provided to cover all work performed by the design team, geotechnical services and other material testing services, and all legal, financial and administrative responsibilities required by the City for projects of this type. These costs will vary based on project scope. A proposal will be provided to the City for all engineering design services at their request.

3.6 Escalation Factor and Method for Application

Where costs are projected beyond the current year, an escalation factor of 4% per year is typically applied. Given the current supply shortages, etc. an escalation factor of 8% was applied. The escalation factor is based on the current conditions of the economy and location and is applied to midpoint of construction which is estimated to be July 1st of the applicable year.

3.7 Estimated Energy Savings

Estimated savings presented in this report are computed from the equipment and manufacturer's information provided to us and based on our Team's experience with similar systems. The actual energy savings will depend on many factors including: conservation measures implemented seasonal weather variations, energy price increases, energy use practices of the facility's staff and users. Payback calculations are typically not presented during this level of survey/investigation but rather provided after further programming and scope identification is completed during the preliminary or schematic design phases of the project.

3.8 Applicable Codes and Standards

The latest adopted version of the following codes and standards, as amended by the City, are currently applicable for this project:

- Uniform Building Code and Energy Code (based on 2018 IBC).
- International Mechanical Code (IMC), as amended.
- International Fire Code, as amended.
- NFPA 70
- National Electric Code, as amended.
- Uniform Plumbing Code

- ANSI/ASHRAE Standard 15-2019
- ANSI/IIAR 2-2021
- The City's CODE OF ORDINANCES or ADMINISTRATIVE CODES were not reviewed or reference for this survey or study.

4.0 ICE SYSTEM REVIEW

4.1 Description of Existing Ice System

The existing ice system includes a refrigeration system, an NHL sized (200'x85') concrete-based ice rink floor system and a dasher board system. The existing refrigeration system is an indirect R-22-based/glycol refrigeration system and was installed in 1997 along with the concrete-based ice rink floor and dasherboard systems. Since 1997 the following major improvements to the ice system were completed:

- Refrigerant. Lost R-22 due to leak in 2022. Cost of repairs \$25,000.
- Compressors. Replaced all 4 compressors once, in 2002, 2012, 2017, 2021.
- Air cooled condenser. Have replaced fan motor(s).
- Other related building improvements:
 - Roof. Added 2" of insulation. TPO membrane.
 - Dehumidification system. Arid Dry CDI system installed around 2019.
 - Replaced all fire suppression piping in arena.
 - Recalked joints in precast building panels.

4.2 Ice Rink Floor System

The existing NHL sized (200'x85') concrete-based ice rink floor system was installed in 1997 and is an *indirect* type of system. The existing drawings show the rink floor section to be as follows (from bottom to top): 6" thick subfloor heating system layer with polyethylene tubing at 18" on center, 4" thick insulation layer and 5" thick concrete with 1" polyethylene cooling pipes at 4" on center. The drawings show the Schedule 40 steel header piping for the rink piping (cold) located at center ice. The steel header and PVC return bends are connected to the polyethylene rink piping by hose clamps. The transmission mains for the subfloor and rink floor systems are shown to be PVC. Leaking glycol is noticeable in the northwest corner of the rink. The ice is discolored in a single spot roughly 24 inches in diameter. There is reported surface cracking in the concrete showing small leaks primarily on the western half of the rink.

4.3 Dasherboard System

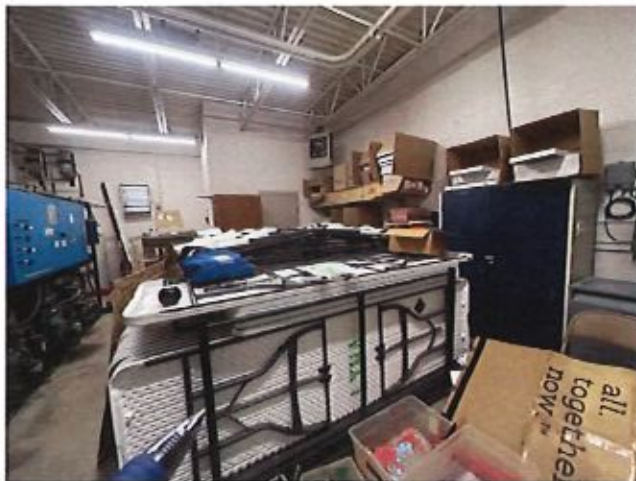
The dasherboard system was installed with the construction of the building and is 26 years old. The manufacture is Becker Arena Products. It is a steel framed system with polyethylene facing, caprail and kickplate, acrylic shielding with aluminum support posts, and protective netting. The system is in fair condition.



Photos 3 and 4 – Existing ice rink floor and dasher board system

4.4 Refrigeration Room and Life Safety Systems

The existing refrigeration room is located on the north east corner of the facility. The existing room is sufficient size for the replacement of the equipment in the future and is approximately 510 SF. There are two exterior walls for this room. There is one set of interior double doors and no exterior doors. The walls are masonry block and precast and the roof is metal decking and metal bar joists.



Photos 4 & 5 – Existing Refrigeration Room and Refrigeration Equipment

The following observations for the refrigeration room were noted:

- There is an existing unit heater in this room.
- There appears to be an existing fire sprinkler system in the room.
- The existing electrical service for the entire building appears to be 800 amps. The current chiller voltage is 460/60/3.
- Life safety systems. The operations of the life safety systems were not verified or observed by B32. The following observations and concerns were noted. The concerns should be addressed and corrected asap. Only personnel trained in R-22 refrigerant safety should enter the until these items are corrected.
 - There does not appear to be a gas monitoring system.
 - It was verified that there is a mechanical ventilation system serving this room which is required by code.
 - There are no emergency stop switch for the refrigeration room or ventilation override switch on the outside of the interior door for the refrigeration room.
 - There is no life safety signage on the door that provide access to the refrigeration room. This is required by code.
 - The date when the pressure relief valves were changed last was not noted.
 - There are no eyewash shower stations inside the room.

4.5 Refrigeration System

The arena is served by a 26-year-old *indirect* R-22-based refrigeration system. The refrigeration skid was manufactured by Systematic Refrigeration and installed by Rink Tec International and is original to the building. The major components include four (4) 35 HP compressors, one (1) direct expansion type chiller barrel, two (2) accumulators, one (1) air cooled condenser, two (2) chilled water/rink floor pumps, and one (1) motor control panel. There is also a separate equipment package for the subfloor heating system (frost prevention system) that includes two (2) heat exchangers, two (2) pumps, one (1) glycol tank and a control panel. The subfloor heating system has been dismantled due to suspected leaks in the piping system. The refrigeration system is 26 years old and exceeded its 20 year life expectancy. The total capacity of this system is approximately 70 to 90 tons. Overall, the system is showing its age and equipment replacements and leaks have become more common. Rink Tec provides the maintenance on the system. The main concern with this system is the age, increased potential for equipment failures, refrigerant leaks and the phase out of R-22 refrigerant that started in 2010. The resurfacer dumps outside vs inside the building in a pit.



Photo 6 – Existing refrigeration package

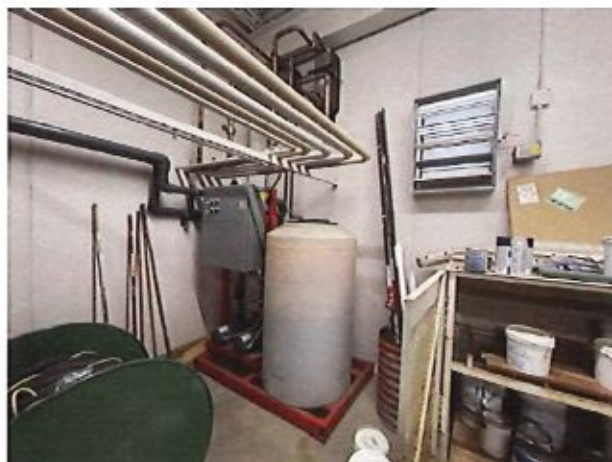


Photo 7 – Subfloor heating system



Photo 8 – Ex. refrigeration system motor control panel Photo 9 – existing air cooled condenser

4.6 Arena HVAC and Dehumidification System

The HVAC systems were not included in the scope of the study but briefly reviewed below.

- Dehumidification System. A new Arid Ice CDI dehumidification system was installed approximately 3 years ago. There are reports of condensation still occurring inside the arena at certain times of the year.
- Ventilation. There are ventilation fans in the arena. The capacity of these systems was not verified.
- Heat. The only heat source in the arena space appears to be radiant heaters located over the bleacher or seating area.

5.0 ICE SYSTEM RECOMMENDATIONS

5.1 General

The existing 26-year-old ice system (refrigeration system, ice rink floor system and dasher board system) has exceeded its expected life and should be scheduled for replacement in the near future. This section of the report outlines recommended improvements to this system that will extend the life span and will also improve life safety. Some improvements have been made to the refrigeration system, as outlined above. Additional information such as common terms or definitions, financial programs, cost estimates, etc. can be found at the end of this report.

5.2 Existing Ice Rink Floor System Improvements

The existing concrete rink floor system is 26 years old. Its expected life span is 25 years but can last longer. The hose clamp connections used to connect the polyethylene rink piping to the steel header and PVC return bends are the weakest part of the system. There are leaks in the cold floor piping which could potentially be repaired. However, it is unknown at this time how severe the leaking is and if repairs could extend the life of the rink floor. The rink floor can be replaced at a separate time from the refrigeration system.

We recommend the following improvements to the existing ice rink floor system.

- Monitor the flooring systems, surrounding concrete and foundation for any signs of frost heave, cracking, etc. This is very important since the subfloor heating system is not working and the system operates more than 6 months during the year. Frost can do tremendous damage to the ice rink floor system, adjacent building foundations etc. and is very costly to remove.
- Monitor the piping and piping connections in the concrete rink floor for glycol leaks. The leaks can typically be repaired by chipping away the concrete at the location of the leak, replacing the hose clamp connection(s) and patching the concrete. However, if the leaks are occurring in the poly piping itself, then there is a larger concern that the pipe material is starting to degrade.

Cost Estimate: Typical maintenance.

- **Repair subfloor heating system equipment in refrigeration room.**

Cost Estimate: \$85,000

- Schedule for the replacement of the transmission mains in the very near future. PVC transmission mains have a more limited life than steel and polyethylene, in this application, and will be one of the first areas of the system to fail.

Cost Estimate: \$130,000

- New rink floor system **and mains**. Starting planning for the replacement of the ice rink floor system.

Cost Estimate: \$1,400,000

5.3 Dasherboard System Improvements

The existing dasher board system is 26 year old. The expected life span of this type of system is 25 years but often will last longer. The existing system appears to be in fair to good condition but we did not review the system in detail. At this time, we do not have any recommendations for improvements to this system. The design of these systems has changed some over the years and now offer options to improve player safety, etc. We can discuss these systems with the City at their request. We recommend the City start budgeting for a new community level system. **Cost Estimate: \$331,000**

5.4 Existing Refrigeration Room and Life Safety Systems

We recommend the following improvements to the existing refrigeration room:

- Life safety systems. The operation of the life safety systems was not verified or observed by B32. The following concerns should be addressed and corrected asap. Only personnel trained in R-22 refrigerant safety should enter the until these items are corrected.
 - Install gas monitoring system.
 - Verify the existing mechanical ventilation system serving this room meets current code requirements for volume of the room. Connect to the gas monitoring system and thermostat, etc.
 - Install one (1) emergency stop switch and one (1) ventilation override switch on the outside of the interior door for the refrigeration room.
 - Install life safety signage on access doors to the refrigeration room as required by code.
 - Replace all pressure relief valves that are older than five (5) years.
 - Install one (1) eyewash shower station inside the refrigeration room.

Cost Estimate: \$55,600

5.5 Existing Refrigeration System Improvements

The existing refrigeration equipment is 26 years old. The expected life of the overall system is 20 years. Some equipment has been replaced over the years. We recommend the system be replaced in its entirety in the very near future. Until the system is replaced, we recommend the following.

- Install life safety system recommendations as outlined in Section 5.4 of this report.
- Continue monitoring and testing:
 - Monitor the condition of all systems for life and safety concerns.
 - Monitor for refrigerant leaks in the system including in the rink floor.
 - Monitor and test all fluids in the system once a year.
 - Fill out daily log of system observations like system pressures, temperatures, observations, etc. Record a minimum of twice daily. This will help identify potential problems before they occur and aid in troubleshooting and repairing problems when they do occur.
- Continue to perform the required maintenance on the equipment and systems.
- **Stock up on extra R-22 refrigerant for unexpected leaks or repairs.**
Cost Estimate: Typical maintenance.

5.6 Resurfacer Room – Snow Melt Pit

The existing resurfacer currently dumps the ice shavings, from the resurfacing process, outside the building. There is no snow melt pit inside the resurfacer room. There appears to be sufficient floor space in the resurfacer room for a snow melt pit, however, the ceiling height is too low (11' feet to bottom of OH door tracks and 9'-10" to sprinkler pipe). A full size resurfacer needs about 13' of clear height to fully dump. Further evaluation is needed to determine if there is an option for dumping inside the existing resurfacer room. Reasons for an indoor snow melt pit include:

- Ice Maintenance. Every time the resurfacer drives outside the building to dump, which is typically every hour during busy programming, the tires need to be washed to help avoid carrying soil and contaminants on to the ice sheet. It is nearly impossible to completely clean the tires so some soil and contaminants are ground into the ice sheet requiring additional ice maintenance and skate sharpening.
- Energy Loss. Every time the door is opened to go outside the building, unconditioned air enters the arena space requiring the mechanical equipment to work harder to condition the air. If the air is not adequately conditioned, it can add an additional heat load to the ice sheet and require the refrigeration system to work harder and run longer.
- Environmental. Environmental groups are becoming more vocal about dumping ice shaving outside the building given the potential contaminants of paint, blood and other bodily fluids, and other containments in the ice shavings.

Cost Estimate: \$100,000

5.7 Building Systems

The building systems were not included in the scope of this study. Information of a low emissivity ceiling was included as requested. We recommend the installation of a low emissivity ceiling if the rink will be maintaining ice in the summer months.

The American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) states that up to 28% of the heat load on an ice sheet is caused by heat, from the surrounding building, radiating on to the ice sheet. The installation of a low emissivity ceiling (a foil faced radiant barrier) will greatly reduce the radiation from the ceiling where the majority of the radiation is generated. Other advantages include:

- Reduces lighting requirements due to reflective properties of the foil material.
- Helps to prevent ceiling condensation and dripping.
- Reduces ceiling maintenance costs.

Cost Estimate: \$122,400. The simple payback on these systems ranges from 6 to 9 years for a facility that operates year-round. **The cost estimate assumes the existing sprinkler heads do not need to be extended.**

5.8 New Refrigeration Systems

For long term planning, we have identified three (3) refrigeration system replacement options to consider. The options are listed in this section starting with systems that use artificial/synthetic refrigerants followed by systems that use natural refrigerants such as ammonia and CO2.

- Option 1: New indirect, commercial grade, HFC/HFO synthetic-based refrigeration system.
- Option 2: New indirect, industrial grade flooded ammonia-based refrigeration system.
- Option 3: New indirect, CO2-based refrigeration system.

5.8.1 Option 1: New indirect, commercial grade HFC/HFO-synthetic based system (R-513, etc.)

Description: Replace the existing R-22-based *indirect* refrigeration system with a new *indirect* R-513-based refrigeration system, or similar type refrigerant, in the existing refrigeration room. The equipment used in this type of system is more commercial grade quality and may include direct expansion chillers (vs flooded), blended HFC or HFO refrigerant, semi-hermetic compressors (vs open drive) and pumps. In addition to manufactures like Carrier or Trane(local to La Crescent), Multistack (local to La Crescent) may be an option as well. This quality of this system is similar to the quality of the existing refrigeration system.



Photos 10 & 11 - Example of a Carrier or Trane package systems

Advantages:

- Lower capital cost.
- Potentially less space required.
- Lower refrigerant charge.
- Greater potential to be converted to another synthetic refrigerant type as synthetic refrigerants are phased out in the future. R-513 is a new blended synthetic refrigerant that is supported by the National Hockey League as a sustainable, non-ozone depleting, lower global warming potential (GWP) alternative refrigerant. Its GWP is 613 and its ASHRAE Safety Classification is A1 which is lower toxicity and no flame propagation.

Disadvantages:

- Lower quality of materials and equipment compared to the existing system. For example, the compressors would likely be replaced when they fail and not re-built, refrigerant piping is copper in place of steel, etc.
- Lower life expectancy (approx. 20 years)
- Lower efficiency than industrial grade system. Estimated to be 35-40% less energy efficient than an ammonia system and approximately 10%-15% less efficient than the existing R-22 indirect system.
- Uses synthetic (HFO) refrigerant. Future regulations are uncertain regarding synthetic refrigerants.
- Less waste heat available to recover and use from system.
- Refrigerant cost is much higher than natural refrigerants like ammonia and CO2.
- In general, a lower quality waste heat is available for recovery and use from system for heating the snow melt pit system, subfloor heating system, preheating domestic water, etc.
- Equipment arrangement may make maintenance more difficult.
- These types of systems are generally flow sensitive and therefore require additional monitoring and adjustments to operating conditions, further reducing the energy efficiency of the system.
- Blended refrigerants can't be recycled or reclaimed.

Cost Estimate: \$1,253,000

Recommendation: This is a good option if the budget cannot support a natural refrigerant, will plan for replacement in 20 years or less, and these systems are currently being used in other ice rink facilities including some college and NHL facilities.

5.8.3 Option 2: New indirect, flooded, ammonia-based refrigeration system.

Description: Replace the existing R-22-based *indirect* refrigeration system with a new *indirect* ammonia-based refrigeration system in the existing refrigeration room. This system consists of industrial grade refrigeration equipment including open drive reciprocating or screw compressors, flooded chiller or heat exchanger, steel piping, waste heat recovery equipment, evaporative or water-cooled condenser, controls, etc. See Figure 1 at the end of the report for a conceptual equipment layout.



Photos 12 & 13 - Examples of a stick-built industrial grade, flooded ammonia-based system.

Advantages:

- Best available proven technology for this application.
- Proven performance and dependability.
- Maximum operational efficiency. 25 to 30% more energy efficient than the existing R-22 indirect system.
- Sustainability. Ammonia is a naturally occurring refrigerant.
- Longevity of industrial grade equipment and refrigerant (30+ years). Synthetic refrigerants may be faced with future restrictions with high global warming potentials. Ammonia is also a pure refrigerant.
- Lower cost refrigerant (\$2 per pounds vs. \$15 to \$28 per pound for synthetics)
- Availability of equipment and parts.
- Could also explore the option of a low charge ammonia system reducing the charge to under 500 pounds.

Disadvantages:

- Requires more space. Typically, an ammonia system will require more space for the equipment because of the industrial grade equipment that is used in these systems and the systems are typically built on-site and are not a package type system.
- Recommend installing a vestibule between the refrigeration room and public spaces even though it's not required by code.
- Potentially greater health/safety hazards in comparison to synthetic refrigerants. However, all refrigerants are considered dangerous and should be handled with caution. Ammonia is somewhat of a "self-detecting" refrigerant in that a person will smell and feel the refrigerant immediately upon a leak potentially allowing more time to find safety where synthetic refrigerants can remove oxygen from a person's body with little warning. Also, there are additional safety systems that are installed with an ammonia refrigeration plant to improve life safety.
- Reporting requirements. There may be additional annual reports that are required depending on the volume of ammonia that will be in the system. The US EPA has been more aggressive at requiring additional reporting for ice rinks (mainly on the east coast) that operate with more than 500 pounds of ammonia. The proposed system could require as much as 800 pounds. If a low charge ammonia system was used that quantity could be much less, maybe even less than 500 pounds. The reporting for any facility that has less than 10,000 pounds is fairly straightforward.

- Greater ventilation requirements in room.
- Higher capital costs.

Cost Estimate: \$1,754,000

Recommendations: This option should be strongly considered because of its increased efficiency and use of natural refrigerants as well as the ever-changing phase-out of synthetic or artificial refrigerants. However, the City should be mindful of the potentially greater health hazard over synthetic or artificial refrigerants such as R-513, etc. Although all refrigerants are hazardous. It would be prudent to start discussions of the replacement options with the fire marshal, the City's insurance carrier, and other interested parties to educate them on all aspects of ammonia refrigerant.

5.8.4 Options 3: New indirect carbon dioxide (CO₂)-based system

Description: Replace the existing R-22-based *indirect* refrigeration system with a new *indirect* CO₂-based refrigeration system in a new refrigeration room. The use of CO₂ refrigerant may likely be the next substantial "innovation" in the ice rink industry. It's likely that this option will fit in the existing refrigeration room. See the Future of Refrigerants section in this report for additional information on CO₂ and the use of CO₂ in ice rink facilities.



Photo 14 - Example of an Indirect CO₂ Chiller Package

Advantages:

- Higher efficiency. CO₂ indirect is estimated to be approximately 5% less efficient than an ammonia system.
- Potentially higher heat recovery temperatures.
- Potentially less space required than an industrial grade system.
- Uses an air-cooled gas cooler system which is shorter in height than a traditional fluid cooler. Similar to the existing air-cooled condenser.

Disadvantages:

- Higher equipment costs due to limited availability.
- Fewer contractors familiar with technology.
- Proprietary control systems used with this technology.
- Efficiency drops off in warmer temperatures.
- Additional safety devices and systems may be required.
- There is a U.S. patent on some or all of this technology as it applies to ice rinks and therefore manufacturers are limited to LMP-Montreal (Owned by Evapco MD) and Carnot-Quebec (Owned by M&M Refrigeration NJ)

Cost Estimate: \$1,879,000

Recommendations: If the City is interested in pursuing the use of CO2 refrigerant, we encourage a site visit to at least one facility that is currently using this type of system (St. Michael Albertville Ice Rink in Albertville MN; Brett Memorial Arena in Wasilla, Anchorage ice rinks or McDonald Arena in Eagle River), along with in-depth discussion with the facility's management and operation personnel and manufacturer's representatives. B32 Engineering Group has extensive experience with CO2 refrigerant applications in ice rink facilities.

6.0 PROJECT SCHEDULE

The improvements should be planned well in advance of the desired construction time so equipment and materials can be ordered and delivered to the site. Minimizing disruption to the facility's busy schedules and user groups will be a key element to the success of this project.

A very general, typical schedule for similar ice rink type projects is as follows:

Design Phase:	March-June (3-4 months)
Bidding:	July (October was the ideal bidding time for this type of work but recent equipment shortages has lengthened the time required to receive for long lead items so bidding early in July or September is recommended)
Order Materials:	September – December
Construction:	March – October (we estimate construction on this project to take 4 months)

If construction is started later and the new refrigeration system is not operational by October, a temporary chiller could be used until the new refrigeration system is complete. The cost of a temporary chiller system is approximately \$30,000 per month plus utilities. These costs are not included in the cost estimate.

B32 Engineering Group, Inc. has extensive experience in working closely with clients to evaluate and identify renovation and improvement solutions for existing ice systems. We understand the City will use the information in this report to determine the scope of the refrigeration system replacement project. Once the project scope and funding sources have been identified, we will work closely with the City to develop a detailed project schedule.

7.0 SUPPLEMENTAL INFORMATION

7.1 General Definitions

Included in this section are definitions for the basic terminology used throughout this report.

Ice System: A term that collectively refers to the refrigeration system, ice rink floor system, waste heat recovery system and dasher board system.

Direct System: A direct refrigeration system circulates the primary refrigerant (e.g., R-22) directly through the ice rink floor. There is no secondary solution or refrigerant. These types of systems were very common in the 1970's and early 1980's. Today, indirect refrigeration systems, where glycol solutions are circulated in the rink floor, are more common due to costs and environmental concerns with large quantities of refrigerant required to operate the system.

Indirect-type System: In an indirect system the primary refrigerant (e.g., R-22, ammonia, etc.) stays in the refrigeration room. Heat is removed from the ice rink floor through a secondary refrigerant or glycol solution that is circulated in the floor. The heat exchange between the glycol solution and the primary refrigerant takes place in the refrigeration room. This is the type of system that is currently installed in this facility.

HCFC: Hydrochlorofluorocarbon (e.g., R-22, etc.) – synthetic refrigerant with less ozone depleting than CFCs (e.g., R-12, etc.) but deplete natural resources and contribute to global warming. These are phased out by the Montreal Protocol.

HFC: Hydrofluorocarbon (e.g., R404A, R407C, R-507, etc.) – synthetic refrigerant that deplete natural resources and contribute to global warming. Many have a high global warming potential (GWP) and are now to being phased out of production.

HFO: Hydrofluoro-Olefins (e.g., R513A, 1234YF, etc.) – a new class of synthetic refrigerant that have a much lower global warming potential (GWP) than HCFCs or HFCs. These new refrigerants are blends of several refrigerants and are not pure refrigerants as many of the HCFCs and HFCs are.

u-HFC: Unsaturated Hydrofluorocarbons - Low GWP HFCs that produce dangerous hydrogen fluoride when they burn and transform to trifluoro-acetic acid in the atmosphere. These are generally patented and much costlier.

Natural Refrigerants: Naturally occurring refrigerants such as ammonia (R-717), carbon dioxide (CO2) and hydrocarbons.

7.2 The Future of Refrigerants

When discussing ice system options, refrigerants are now the key element to consider when determining what type of refrigeration system is the best fit for your ice rink facility. So, it is necessary to understand how refrigerants impact refrigeration equipment and system options. First, let's start with a little history. R-22 has been the most popular refrigerant used in ice rink applications in recent history. With the signing of the Montreal Protocol in 1987, the United States Environmental Protection Agency (EPA) implemented the final rule of Section 604 of the Clean Air Act in July 1992, limiting the production and consumption of a set of chemicals known to

deplete the stratospheric ozone layer as measured by their ozone depleting potential (ODP). R-22, which also has a high global warming potential (GWP), was one of these targeted chemicals and as of 2020, is no longer manufactured or imported in the U.S and can no longer be installed in new refrigeration systems. However, R-22 can be used in existing systems until the supply runs out.

In 2016 the Kigali Amendment was applied to the Montreal Protocol focusing on the phasedown of production and consumption of HFCs to reduce greenhouse gas emissions driving down the global warming potential (GWP) of refrigerants. More than 90 countries ratified this amendment in 2019 including Canada but excluding the U.S. as of February 2020. The U.S EPA made certain HFC refrigerants unacceptable for use in the Significant New Alternatives Policy (SNAP) Rules 20 (2016) and 21 (2017). However, the U.S. courts partially vacated these rules, and the industry is awaiting the EPA rewrite expected in 2020. Despite this, states may choose to adopt and set their own timeline for implementation of the SNAP rules. Some of the refrigerants that are currently used in ice skating facilities and are on the phasedown list include: R-134A R-404A, R- 407B, R-407C, and R-507A.

California is one of the states leading the way to lower GWP refrigerants. The California Air Resources Board (CARB) Activity adopted the SNAP Rules 20 and 21 in September 2018 and approved a limit the GWP of refrigerants used in ice rinks to < 750, following the lead of other Countries such as Canada and Europe. This would eliminate R-134a which has a global warming potential of 1410 (meaning the release of one gram of R134a would have the same global warming effect as releasing 1410 grams of carbon dioxide). In late 2020 California passed legislation reducing the GWP even lower to < 150, eliminating most synthetic refrigerants. California is part of a "Climate Alliance" that approximately 14 other states participate in, including New York, which have adopted HFC transition dates.

Currently, the ice rink industry is caught in a transition period for refrigerants as new environmental regulations are implemented. Careful consideration and evaluation of the current refrigerant options should be made. The replacement refrigerants for HCFC refrigerants (e.g., R-22, etc.) and HFC refrigerants (e.g., R-507, R407C, R-134a, etc.) are fairly new with a limited history and performance data in this application. Some of those new refrigerants are R-448A, R-449A, and R513A. R-513 is a new blended synthetic refrigerant that is supported by the National Hockey League as a sustainable, non-ozone depleting, lower global warming potential (GWP) alternative refrigerant. Its GWP is 613 and its ASHRAE Safety Classification is A1 which is lower toxicity and no flame propagation.

Large global companies, such as Coca Cola, are leading the charge to ban HFCs and use natural refrigerants such as CO₂, hydrocarbons and ammonia. Since 2004, more than thirty ice skating facilities in Europe have switched over to using CO₂ as the secondary refrigerant with ammonia as the primary. The first CO₂-based ice system in North America, and the first *direct* CO₂-based system in the world, opened in 2011 in Quebec, Canada with a second rink opening in Montreal in 2012. The U.S. now has eight ice rink facilities that use CO₂. B32 Engineering Group, Inc. was the leader in this application designing the first CO₂ based ice rink system in the U.S. in 2016 and has since designed five more in Anchorage AK, Eagle River AK, Wasilla AK, and Minneapolis, MN.

END

APPENDIX A

Opinion of Probable Project Costs - Ice System Evaluation Study

La Crescent Community Ice Arena

La Crescent, Minnesota

B32 File No. 900.22.469



Date

12.15.23

Table 1 - Existing Transmission Main Replacement Cost Estimate

1. Costs are in 2024 dollars

2. Costs include: escalation, general conditions, ice rink contractors profit, insurance, bonds

Item	Cost Estimate ¹
1. Demolition of existing concrete (800 SF)	\$6,000
2. Remove and store glycol	\$5,000
3. Demolition of existing 6" PVC rink floor and 2.5" PVC subfloor mains	\$4,000
4. New 8" insulated mains high density polyethylene with fusion welded connections (220 LF)	\$32,000
5. New 3" insulated subfloor mains high density polyethylene with fusion welded connections (220 LF)	\$12,000
6. Backfill and new concrete (800 SF)	\$16,000
7. Assume existing pumps can be throttled down to accommodate larger diameter mains	\$0
8. Remove and reinstall existing rubber flooring (allowance)	\$10,000
9. Recharge system with existing glycol	\$5,000
Subtotal of estimated construction costs	\$90,000
Estimate, design and constr. Contingency (20%) ¹	\$18,000
Total estimated construction costs	\$108,000
Engineering, legal, financial and administrative (20%) ¹	\$21,600
Total estimated project costs (2024)	\$129,600
Adjusted Costs for 2025 ²	\$139,968
Adjusted Costs for 2026 ²	\$151,165

Table 2 - New Ice Rink Floor System Cost Estimate

Item	Cost Estimate ¹
1. Remove existing dasher board system. Store inside existing building	\$25,000
2. Demolition of existing concrete ice rink floor system (NHL size). Assume no frost under rink floor	\$110,000
3. New 5" thick concrete ice rink floor system with subfloor heating system	\$720,000
4. Reinstall existing dasher board system	\$30,000
5. New transmission mains	See Table 1
6. Replace existing glycol pumps to accommodate new rink floor	\$60,000
7. Misc. other work: remove and reinstall existing rubber flooring (allowance)	\$30,000
Subtotal of estimated construction costs	\$975,000
Estimate, design and constr. Contingency (20%) ¹	\$195,000
Total estimated construction costs	\$1,170,000
Engineering, legal, financial and administrative (20%) ¹	\$234,000
Total estimated project costs (2024)	\$1,404,000
Expected useful life - new rink floor system (yrs.)	35-40
Adjusted Costs for 2025 ²	\$1,516,320
Adjusted Costs for 2026 ²	\$1,637,626

Table 3 - Dasher Board System Cost Estimate

Item	Cost Estimate ¹
1. Replace existing system with new community level system (NHL sized)	\$230,000
Subtotal of estimated construction costs	\$230,000
Estimate, design and constr. Contingency (20%) ¹	\$46,000
Total estimated construction costs	\$276,000
Engineering, legal, financial and administrative (20%) ¹	\$55,200
Total estimated project costs (2024)	\$331,200
Expected useful life - new dasher board system (yrs.)	20-25
Adjusted Costs for 2025 ²	\$357,696
Adjusted Costs for 2026 ²	\$386,312

Footnotes:

1. See cost estimate narrative in report.

2. Applied escalation costs of 8% per year.

APPENDIX A

Opinion of Probable Project Costs - Ice System Evaluation Study La Crescent Community Ice Arena La Crescent, Minnesota B32 File No. 900.22.469



Date

2.15.23

Table 4 - Refrigeration Room Improvements Cost Estimate

1. Costs are in 2024 dollars

2. Costs include: escalation, general conditions, ice rink contractors profit, insurance, bonds

Item	Cost Estimate ¹
1. Install gas monitor system	\$15,000
2. Verify ex. mechanical ventilation system serving the refrigeration room meets current code requirements	\$2,000
2. Install one (1) emergency stop switch for the refrigeration system and one (1) ventilation override switch	\$5,000
3. Install life safety signage on both access doors as required by code	\$600
4. Replace all pressure relief valves	\$6,000
5. Install one (1) eyewash shower station	\$10,000
Subtotal of estimated construction costs	\$38,600
Estimate, design and constr. Contingency (20%) ¹	\$7,720
Total estimated construction costs	\$46,320
Engineering, legal, financial and administrative (20%) ¹	\$9,264
Total estimated project costs (2024)	\$55,584
Adjusted Costs for 2025 ²	\$60,031
Adjusted Costs for 2026 ²	\$64,833

Table 5 - Low E Ceiling Cost Estimate

Item	Cost Estimate ¹
1. Low E Ceiling System	\$85,000
Subtotal of estimated construction costs	\$85,000
Estimate, design and constr. Contingency (20%) ¹	\$17,000
Total estimated construction costs	\$102,000
Engineering, legal, financial and administrative (20%) ¹	\$20,400
Total estimated project costs (2024)	\$122,400
Adjusted Costs for 2025 ²	\$132,192
Adjusted Costs for 2026 ²	\$142,767

Footnotes:

1. See cost estimate narrative in report.

2. Applied escalation costs of 8% per year.

APPENDIX A

Opinion of Probable Project Costs - Ice System Evaluation Study La Crescent Community Ice Arena La Crescent, Minnesota B32 File No. 900.22.469



Date: 2.15.23

Revised:

Table 6 - New Refrigeration System Options Cost Estimate

1. Costs are in 2024 dollars

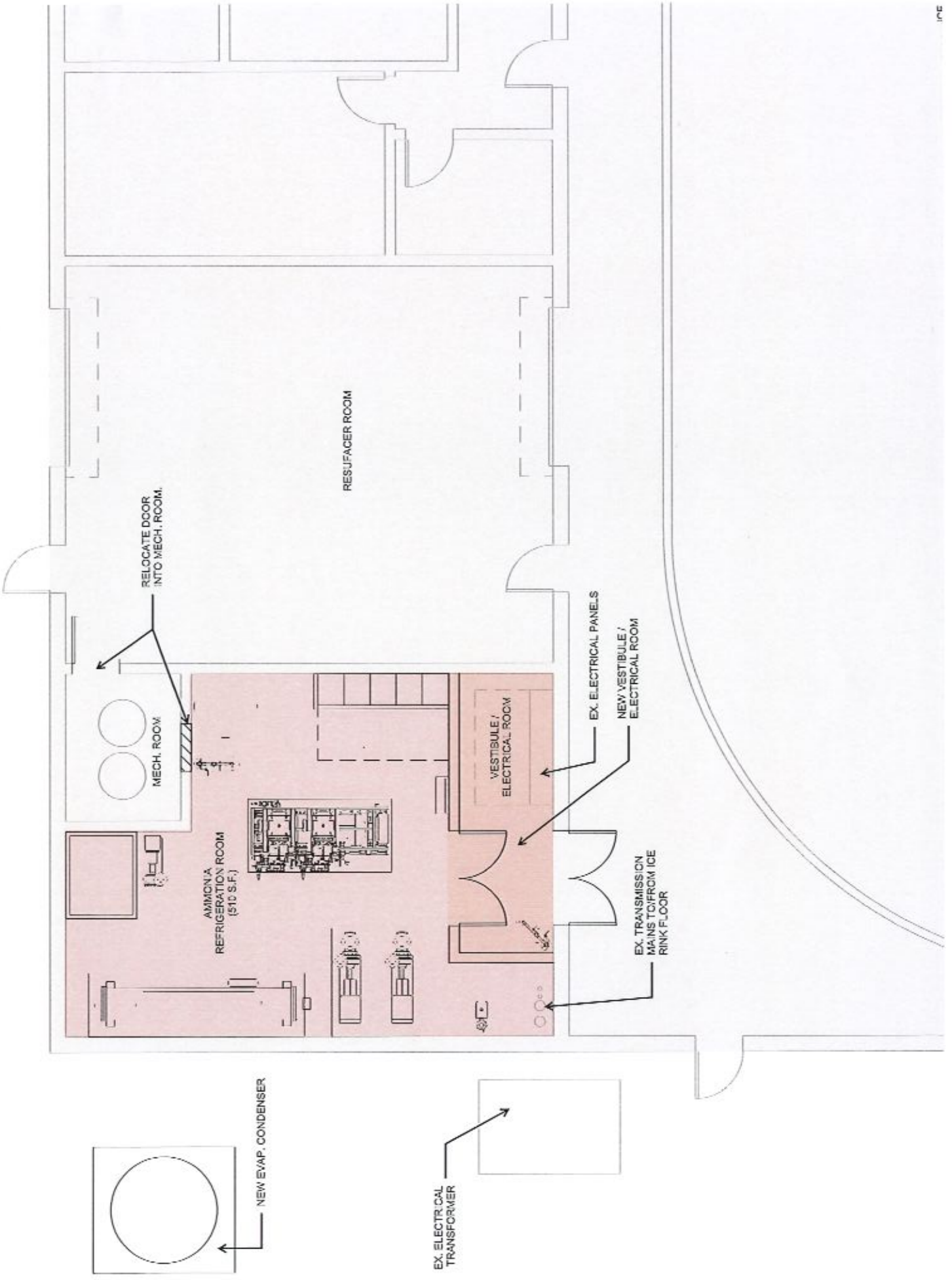
2. Costs include: escalation, general conditions, ice rink contractors profit, insurance, bonds

Item	Cost Estimate ¹		
	Option 1	Option 2	Option 3
Refrigerant type	R-513	Ammonia	CO2
Grade of system	Commercial	Industrial	Mix
Demolition of existing refrigeration system and condenser	\$20,000	\$20,000	\$20,000
Misc. HVAC demolition	\$5,000	\$5,000	\$5,000
Misc. Electrical demolition	\$5,000	\$5,000	\$5,000
Remove, store, test and reuse existing glycol, add new as needed	\$10,000	\$10,000	\$10,000
New refrigeration system sized for 12 month operation (includes new motor control center or panels, condenser, pumps, glycol, refrigerant, etc.)	\$720,000	\$1,040,000	\$1,150,000
Preheat for resurfacer water	Not available	Not included	Not included
Concrete equipment pads	\$2,000	\$2,000	\$2,000
New condenser supports for evaporative condenser	\$8,000	\$8,000	\$8,000
New electric service if required	\$25,000	\$0	\$25,000
Eyewash and shower stations (1 for synthetic and CO2 and 2 for ammonia)	\$10,000	\$15,000	\$10,000
New ventilation system in refrigeration room	\$35,000	\$45,000	\$35,000
Misc. plumbing in refrigeration room (water lines, move or add drains, etc.)	\$15,000	\$20,000	\$20,000
Misc. electrical in refrigeration room (receptacles, panels, lights, etc.)	\$15,000	\$15,000	\$15,000
Replace interior double door if existing door is not fire rated (ammonia only)	NA	\$8,000	NA
Relocate existing door in existing mechanical room - See Figure 1	NA	\$7,000	NA
New vestibule (for ammonia only)	NA	\$18,000	NA
New fence around condenser - reuse existing	not incl	not incl	not incl
Paint interior of existing refrigeration room	not incl	Not incl	not incl
Subtotal of estimated construction costs	\$870,000	\$1,218,000	\$1,305,000
Estimate, design and constr. Contingency (20%) ¹	\$174,000	\$243,600	\$261,000
Total estimated construction costs	\$1,044,000	\$1,461,600	\$1,566,000
Engineering, legal, financial and administrative (20%) ¹	\$208,800	\$292,320	\$313,200
Total estimated project costs (2023)	\$1,252,800	\$1,753,920	\$1,879,200
Expected useful life - refrigeration system (yrs.)	15-20	30+	25
Adjusted Costs for 2024²	\$1,353,024	\$1,894,234	\$2,029,536
Adjusted Costs for 2025²	\$1,461,266	\$2,045,772	\$2,191,899

Footnotes:

1. See cost estimate narrative in report.

2. Applied escalation costs of 8% per year.



3.3



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AL. WIESER, JR.
Emeritus

TO: Honorable Mayor and City Council Members
CC: Bill Walter, City Administrator
FROM: Skip Wieser, City Attorney
DATE: May 3, 2023
RE: Short-Term Rentals

Attached for Council consideration find an updated Short-Term Rental Regulation. The significant changes from the last addition are as follows:

1. The ordinance would have application to all residential zoning districts only.
2. There would be a minimum rental period of at least seven (7) days but not to exceed thirty (30) days.

Also find a draft application for a permit. At this time, it is not expected the City Council will act on this matter at the May 8, 2023 meeting. At the upcoming meeting we will review the ordinance with City Council along with discussion on timeframe of adoption and any educational outreach for property owners who rent their homes on a short term basis. We will also review the lodging tax enabling statute.

ORDINANCE NO. _____

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

I. PURPOSE

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

II. SCOPE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

Short-term rental: The rental or lease of a dwelling unit in whole or in part for a period of at least seven (7) days, but no more than thirty (30) days. The rental or lease of a dwelling unit for less than seven (7) days is prohibited in all residential districts.

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

for short-term rental.

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

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

IV. PERMIT REQUIRED

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

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

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

Issuance of Short-Term Rental Permit:

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

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

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

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

ownership or control of such dwelling unit.

Resident Agent Required: No short-term rental permit shall be issued without the designation of a local agent. The agent must live within 30 miles of the dwelling unit. The Agent may, but is not required to be, the owner. One person may be the agent for multiple dwelling units. At all times, the agent shall have on file with the Building Official a primary and a secondary phone number as well as a current address. The agent or a representative of the agent shall be available 24 hours a day during all times that the dwelling unit is being rented at the primary or secondary phone number to respond immediately to complaints and contacts relating to the dwelling unit. The Building Official shall be notified in writing within two (2) business days of any change of agent. The agent shall be responsible for the activities of the tenants and maintenance and upkeep of the dwelling unit and shall be authorized and empowered to receive service of notice of violation of the provisions of City ordinances and state law, to receive orders, and to institute remedial action to affect such orders, and to accept all service of process pursuant to law.

Denial of Short-Term Rental Permit: Any applicant aggrieved by the denial of a short-term rental permit, or the non-renewal of an existing permit may appeal to the City Council. Such appeal shall be taken by filing with the City Administrator within ten (10) days after the date of issuance of the written denial, a written statement requesting a hearing before the City Council and setting forth fully the grounds for the appeal. A hearing shall be held within sixty (60) days of receipt of the request. Notice of the hearing shall be given by the City Administrator in writing, setting forth the time and place of hearing. Such notice shall be mailed, postage prepaid, to the applicant at his/her last known address at least five (5) days prior to the date set for hearing.

V. RESPONSIBILITY OF OWNERS:

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

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

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

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

For lots of less than 1/2 acre:

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

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

Mooring and Storage of Watercraft:

1. No more than two (2) restricted watercraft may be moored at the permitted premises at any one time. Any restricted watercraft moored at the permitted premises must be registered and owned by either the property owner or the current tenant.
2. No watercraft shall be permanently or temporarily placed or stored within the side yard setback of the permitted premises.

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

Rental Limit: No dwelling unit shall be rented for a period of less than seven (7) days.

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

VI. DISORDERLY CONDUCT:

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

1. Minn. Stat. §§ 609.75 – 609.76, which prohibit gambling;
2. Minn. Stat. §§ 609.321 – 609.324, which prohibit prostitution and acts relating thereto;
3. Minn. Stat. §§ 152.01 – 152.027, which prohibit the unlawful sale or possession of controlled substances;
4. Minn. Stat. § 340A.401, which prohibits the unlawful sale of alcoholic beverages;
5. Minn. Stat. § 340A.503, which prohibits the underage consumption of alcoholic beverages;
6. Minn. Stat. § 609.595, which prohibits damage to property;
7. Minn. Stat. §§ 97B.021, 97B.045, 609.66-609.67, and 624.712-624.716, and City Code Section 804, which prohibit the unlawful possession, transportation, sale, or use of a weapon;
8. Minn. Stat. § 609.72, which prohibits disorderly conduct, when the violation disturbs the peace and quiet of the other occupants of the permitted premises or other surrounding premises;
9. Minn. Stat. § 152.027, subd. 4, which prohibits the unlawful sale or possession of small amounts of marijuana;

10. Minn. Stat. § 152.092, which prohibits the unlawful possession or use of drug paraphernalia;
11. Minnesota State Fire Code 302 and 307-307.5, which limit recreational fires to no larger than 3' X 3' feet, natural wood only, attended until extinguished, conditions permitting; and
12. Minn. Stat. §§ 624.20-624.21 which prohibits exploding fireworks.

Determination of Disorderly Conduct:

1. A determination that the permitted premises has been used in a disorderly manner as described in Article VI shall be made by the Building Official upon evidence to support such a determination. It shall not be necessary that criminal charges are brought to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse permit action under this Section.
2. Upon determination by the Building Official that a permitted premises was used in a disorderly manner, as described in Article VI, the Building Official shall notify the owner and agent by certified mail of the violation and direct the owner and/or agent to take appropriate action to prevent further violations.
3. If a second instance of disorderly use of the permitted premises occurs within one year of an incident for which notice in Article VI was given, the Building Official shall notify the owner and agent by certified mail of the violation and shall also require the owner and agent to submit within 15 days a written report of the actions taken, and proposed to be taken, by the owner and/or agent to prevent further disorderly use of the permitted premises.
4. If a third incident of disorderly use of the permitted premises occurs within one year after the second of any two previous instances of disorderly use for which notices were sent to the owner and agent pursuant to this subsection, the short-term rental permit may be revoked, suspended, or not renewed. An action to revoke, suspend, or not renew a permit under this Article VI shall be initiated by the Building Official in the manner described below.

VII. PERMIT SUSPENSION OR REVOCATION:

Procedure:

1. Every short-term rental permit issued under this Section is subject to suspension or revocation by the City Administrator for any violation of this Section or any other ordinance of the City or the law of the state.
2. The Building Official may recommend suspension or revocation of a short-term rental permit to the City Administrator. The City Administrator shall review the recommendation and the reasons supporting the recommendation and may suspend or revoke the permit. The City Administrator shall provide written notice to the owner and agent of the suspension or revocation. The notice shall inform the owner and agent of the right to appeal the decision of the City Administrator to the City Council.

3. Any applicant aggrieved by the suspension or revocation of a short-term rental permit may appeal to the City Council. Such appeal shall be taken by filing with the City Administrator within ten (10) days after date of issuance of the written suspension or revocation notice, a written statement requesting a hearing before the City Council and setting forth fully the grounds for the appeal. A hearing shall be held within forty-five (45) days of receipt of the request. Notice of the hearing shall be given by the City Administrator in writing, setting forth the time and place of hearing. Such notice shall be mailed, postage prepaid, to the applicant at his/her last known address at least five (5) days prior to the date set for hearing.

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

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

VIII. APPEAL

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

IX. POSTING

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

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

- No person shall undertake the short-term rental of any dwelling unit without a City permit.
- A copy of the lease shall be available at the dwelling unit at all times during the lease term.
- Every permitted premises shall have an agent within 30 miles available during all times the unit is rented, 24 hours a day at the following phone numbers: _____ and/or _____ to respond immediately to complaints and contacts relating to the dwelling unit.
- The Maximum Overnight Occupancy for this dwelling unit is: _____ occupants. Not counting children under three (3) years of age.
- No watercraft shall be permanently or temporarily placed or stored within the side yard setback of the permitted premises.
- Disorderly conduct is prohibited. All disorderly conduct will be reported to the property's agent and the La Crescent Police Department.

- Increased noise regulations are in place between the hours of 10 p.m. and 7 a.m.
- Littering is prohibited.
- Recreational fires are limited. Please check with the City to determine what prohibitions exist for current conditions.
- Any violation of this Section shall constitute a misdemeanor.

X. Compliance

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

XI. PENALTY

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



Short-Term Rental Housing Permit

Please complete in ink -- Include fees with application

Annual Fee on Fee Schedule as posted at www.cityoflacrescent-mn.gov

Rental Application Renewal is 30 Days Before Expiration Date

CONTACT INFORMATION

Property Owner Name: _____

Owner Phone: _____

Property Owner Address: _____

Secondary Phone: _____

Authorized Agent Name: _____

Agent Phone: _____

Confirm Owner/Agent Resides Within 30 Miles of Rental Property Yes ☐

No ☐

Rental Property Address: _____

RENTAL PROPERTY DESCRIPTION

Parcel ID No. _____

Number of Bedrooms: _____

GIS Acres*: _____

Total Livable Square Feet: _____

Rental period must be at least 7 – 30 days Yes ☐ No ☐

Off-Street Parking Spaces: _____

Property information can be found at _____

REQUIRED ATTACHMENTS WITH APPLICATION

Confirm Sketch detailing Parking Spaces

Yes ☐

No ☐

Confirm Owner/Agent has read and understands Ordinance _____

Yes ☐

No ☐

Confirm Owner/Agent has posted at the Rental Property site a copy of Emergency Contacts

Yes ☐

No ☐

Confirm Owner/Agent has posted at the Rental Property site a copy of rental rules & regulations

Yes ☐

No ☐

Other:



Short-Term Rental Housing Permit
FOR CHANGE OF USE TO VACATION RENTAL HOME

Please complete in ink -- Include fees with application

Annual Fee on Fee Schedule as posted at www.cityoflacscent-mn.gov

SKETCH OF PROPERTY SHOWING ALL STRUCTURES, DRIVEWAY, PARKING SPACES, SHORELINE, PROPERTY LINES

SIGNATURE

I hereby certify that I am the owner or authorized agent of the owner of the described property, that the information provided herewith is correct and representative of the existing conditions on the property. I understand that falsifications of this application or any attachments thereto will serve to make this application and any subsequent permit invalid.

Owner Signature: _____

Date: _____

Agent Signature: _____

Date: _____

OFFICE USE ONLY

Permit No.: _____

Fee Paid: _____

Receipt No. _____

Permit Expiration: _____

Property Postings Verified: _____

Approved By: _____

Remarks:



Short-Term Rental Housing Permit Posting

MUST KEEP POSTED

315 Main Street | La Crescent | 507-895-2595

Short-Term Rental: The rental or lease of a dwelling unit in whole or in part for a period of at least seven (7) days, but no more than thirty (30) days. The rental or lease of a dwelling unit for less than seven (7) days is prohibited in all residential districts.

These posted regulations are a summary of a portion of the Short-Term Rental Regulations. For additional information please refer to La Crescent City Ordinance No. _____ or contact City Hall.

- No person shall undertake the short-term rental of any dwelling unit without a City permit.
- Every permitted premises shall have an agent within 30 miles available during all times the unit is rented, 24 hours a day at the following phone numbers: _____ and/or _____ to respond immediately to complaints and contacts relating to the dwelling unit.
- The maximum overnight occupancy for this dwelling unit is: _____ occupants, not counting children under three (3) years of age.
- No watercraft shall be permanently or temporarily placed or stored within the side yard setback of the permitted premises.
- Disorderly conduct is prohibited. All disorderly conduct will be reported to the property's agent and the La Crescent Police Department.
- Increased noise regulations are in place between the hours of 10:00 p.m. and 7:00 a.m.
- Littering is prohibited.
- Recreational fires are limited. Please check with the City to determine what prohibitions exist for current conditions.
- Any violation of this Section shall constitute a misdemeanor.

3.4



WIESER LAW OFFICE, P.C.

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

KELLY M. IVERSON
AL "SKIP" WIESER, III

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

AL WIESER, JR.
Emeritus

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator

FROM: Skip Wieser, City Attorney

DATE: May 4, 2023

RE: The District No. 1-9 Development Agreement

Attached for Council consideration find an updated Development Agreement. The City Council approved this tax increment district in March 2021.

At the City Council meeting we will review the Development Agreement with the City Council along with update on contemplated adoption.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF LA CRESCENT, MINNESOTA

AND

31 SOUTH WALNUT LLC

This document drafted by:

WIESER LAW OFFICE, P.C.
Al Wieser, III
33 South Walnut Street
Suite 200
La Crescent, MN 55947

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2023, by and between the City of La Crescent, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and 31 South Walnut LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Municipal Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 1-9 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, the reimbursement by the City for costs of the acquisition of the Development Property and the construction of Site Improvements incurred by the Developer for a redevelopment project are objectives of the Development Program and Tax Increment Financing Plan; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, a major objective of the Development Program and Tax Increment Financing Plan is to assist redevelopment and prevent the further deterioration of land located within the Development District; and

WHEREAS, the City believes that the development, acquisition and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law; and

WHEREAS, creation and retention of jobs is not a goal of this Agreement and the City will not require setting the wage and job goals for the Project; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of La Crescent, Minnesota, its successors and assigns;

County means Houston County, Minnesota;

Developer means 31 South Walnut LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property included in Municipal Development District No. 1 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 6.1 hereof;

Note Payment Date means August 1, 2025, and each February 1 and August 1 of each year thereafter to and including February 1, 2040; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the acquisition, construction and equipping of a mixed commercial use building of approximately 4,800 square feet including two (2) residential housing units on the second floor, among other amenities, on the Development Property located in the City;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Tax Increment District which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177 for any year;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-9 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on March 22, 2021, and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (31 South Walnut LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, government order or law, national or regional emergency, disease, pandemics or epidemics.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted, and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so, is not in violation of any provisions of its articles of organization, member control agreement, operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The Developer shall commence construction by June 1, 2023, and substantially complete the construction of the Project by December 31, 2023, subject to Unavoidable Delays.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and a portion of the costs of the Site Improvements as provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Development Property and Site Improvements. The parties agree that the acquisition of the Development Property and the construction of the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the construction of the Site Improvements shall be paid for by the Developer. The City shall reimburse the Developer for the lesser of (a) \$195,000, or (b) the actual costs of the acquisition of the Development Property and the construction of the Site Improvements actually incurred and paid for by the Developer (the "Reimbursement Amount") as further provided in Section 3.3 hereof.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1(1), the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1(1), if the City, at the time or times such payment is to be made, is entitled under Section 6.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement; TIF Note. The City shall reimburse the Developer the Reimbursement Amount through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when (a) the requirements in Article IV of this Development Agreement have been satisfied and the Building Plans as described in such Section have been approved by the City, (b) the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been completed and a certificate of occupancy has been issued by the City for the Project, and (c) that the Developer has incurred and paid all costs of the construction of the Site Improvements, as described in and limited by Section 3.1(1) and shall have submitted paid invoices for the costs of the Site Improvements and a settlement statement or other evidence of the payment of the costs of the acquisition of the Development Property in an aggregate amount that is not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 4.00% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, from the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only the Tax Increments shall be used to pay the principal and interest on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (a) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and in such event the City's obligation to make payments on the TIF Note shall be suspended unless the Agreement has been rescinded until the Event of Default is cured and (b) this Agreement shall not have been rescinded pursuant to Section 6.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as City Attorney or their assigns for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

ARTICLE IV

CONSTRUCTION OF PROJECT

Section 4.1. Construction of Project. The Developer agrees that they will cause the Project on the Development Property to be constructed substantially in conformance with the approved Construction Plans. The Developer agrees that the scope and scale of the Project to be constructed shall not be significantly less than the scope and scale of the Project as detailed and outlined in the Construction Plans.

Section 4.2. Construction Plans. The Developer shall cause to be provided to the City Construction Plans, which shall be subject to approval by the City as provided in this Section 4.2. The Construction Plans shall provide for the Project to be constructed on the Development Property, and shall be in conformity with this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Project; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulation of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Construction Plans must be rejected in writing by the City within thirty (30) days of submission or shall be deemed to have been approved by the City. If the City rejects the Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within thirty (30) days after receipt by the Developer of written notification of the rejection, accompanied by a written statement of the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 4.2. The provisions of this Section 4.2 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City; provided, however, that in any event the Developer shall submit Construction Plans which are approved prior to reconveyance of the Development Property to the Developer by the City or commencement of construction of the Project. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the approval criteria listed in this Section 4.2 with respect to the original Construction Plans and do not constitute a material modification to the scope, size or use of the Project or to the site plan therefor, the City

shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the City unless rejected in writing within ten (10) days by the City with a statement of the City's reasons for such rejection.

Section 4.3. Completion of Construction. Subject to Unavoidable Delays the Developer shall have substantially completed the Project on or before December 31, 2023. All work with respect to the Project to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans as submitted by the Developer and approved by the City.

The Developer agrees that it shall cause to be allowed designated representatives of the City to enter upon the Development Property during the construction of the Project to inspect such construction during normal working hours, on reasonable advance written notice of such inspection.

ARTICLE V

INSURANCE

Section 5.1. Insurance.

(1) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Project (and, from time to time at the request of the City, furnish the City with certificates of insurance on):

(a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available on the so-called "all risk" form of policy; the interest of the City shall be protected by naming the City as an additional named insured;

(b) Commercial general liability insurance (including operations, premises, "X.C.U." where applicable, Products/Completed Operations, Contractual Liability, Broad Form Property Damage and Independent Contractors with limits against bodily injury and property damage of not less than \$1,000,000, together with excess umbrella limits of not less than \$1,000,000;

(c) Worker's compensation insurance, with statutory coverage; and

(d) Railroad protective policy, if any required.

(2) Upon completion of construction of the Project and prior to the expiration of this Agreement, the Developer shall maintain, or cause to be maintained, at its cost and expense, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Project. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Project (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. All policies evidencing insurance required by this subparagraph (1) with respect to the Project shall be carried in the name of the Developer. The City and the holder of the first mortgage will be represented on such policies, as their respective interests may appear.

(b) Commercial general public liability insurance, including personal injury liability for injuries to persons and/or damages to property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development

Property, in the minimum amount for each year of \$1,000,000 (together with excess umbrella limits of not less than \$1,000,000).

(c) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(3) All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer shall deposit annually with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or materially modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. As soon as reasonably possible, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(4) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. Subject to the provisions of any first mortgage, Net Proceeds of any insurance shall be paid directly to the Developer, and the Developer will forthwith repair, reconstruct and restore the Project to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

(5) The Developer shall complete the repair, reconstruction, and restoration of the Project, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient.

Section 5.2. Relationship to Mortgagee.

(1) The provisions of Section 5.1 shall be subject to the subordination, modification and waiver provisions of subsection (2) below but shall otherwise remain in full force and effect with respect to the Developer's obligations to maintain insurance, notify the City of any casualty and reconstruct the Project upon such casualty unless provision is made to the satisfaction of the City for the reimbursement of all public redevelopment costs incurred by the City in connection with the Project.

(2) In order to facilitate the obtaining of financing for the construction of the Project, the City agrees that they shall agree to any reasonable modification of this Article V, intercreditor agreement or waiver of its rights hereunder to accommodate the interests of the holder of the first mortgage, provided, however, that the City determines, in their reasonable judgment, that any such modification(s) will adequately protect the legitimate interests and security of the City with respect to the Project.

Section 5.3. Condemnation. In the event that title to and possession of the Project or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the this Agreement shall remain in effect, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.4. Reconstruction or Payment. Upon receipt of any condemnation award or property insurance proceeds, the Developer shall use the entire condemnation award to reconstruct the Project (or, in the event only a part of Project have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Tax Increment District; provided, however, that the Developer may instead elect to pay to the City out of the condemnation award or property insurance proceeds, if and to the extent any such condemnation award or property insurance proceeds are sufficient for such purpose an amount to redeem the Bonds at their earliest call date.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions, and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6.6. Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in

this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4j. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4j.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE VII

OTHER COVENANTS

Section 7.1. Real Property Taxes. Prior to the expiration of this Agreement, the Developer shall pay all real property taxes payable with respect to the Development Property until title to the property is vested in another person.

The Developer agrees that prior to the expiration of this Agreement:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement.

(4) It will not seek a reduction in the market value as determined by the Houston County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remain outstanding.

ARTICLE VIII

ADDITIONAL PROVISIONS

Section 8.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a mixed commercial use building of approximately 4,800 square feet including two (2) residential housing units on the second floor and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 8.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 8.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

31 South Walnut LLC
Attention: Troy Nolop
25 South Walnut Street
La Crescent, MN 55947

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of La Crescent, Minnesota
Attention: Administrator
P.O. Box 142
315 Main Street
La Crescent, MN 55947

with a copy to:

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

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 8.5. City Expense. Developer agrees to reimburse City one-half (1/2) of the actual cost of services provided by Northland Securities, Inc., not to exceed Four Thousand Five Hundred 00/100 Dollars (\$4,500.00). Reimbursement to be made prior to July 31, 2023.

Section 8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.7. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 8.8. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2038, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 8.9. Provisions Surviving Rescission or Expiration. Sections 6.5 and 6.6 shall survive any rescission, termination, or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 8.10. Assignability of Agreement. This Agreement may be assigned only with the consent of the City. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF LA CRESCENT, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of La Crescent, Minnesota and 31 South Walnut LLC.

31 SOUTH WALNUT LLC

By _____
Its _____

This is a signature page to the Development Agreement by and between the City of La Crescent, Minnesota and 31 South Walnut LLC.

EXHIBIT A

Description of Development Property

THE NORTH FORTY (40) FEET OF LOT SIX (6) IN BLOCK SEVEN (7) OF MANTON
PLAT IN THE CITY OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.

Tax Parcel No. 25-0046-000

EXHIBIT B

Form of TIF Note

No. R-1

\$195,000.00

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HOUSTON
CITY OF LA CRESCENT

TAX INCREMENT REVENUE NOTE (31 SOUTH WALNUT LLC PROJECT)

The City of La Crescent, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to 31 South Walnut LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$195,000 as provided in that certain Development Agreement, dated as of _____, 2023, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of four and no hundredths percent (4.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2025, and on each February 1 and August 1 thereafter to and including February 1, 2050, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of 90% the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from Tax Increments (as defined in the Development Agreement) derived from the City's Tax Increment Financing District No. 1-9 (the "Tax Increment District") within its Municipal Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 6.2(2) thereof, on the date the Tax

Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date with the option of the City, in whole or in part, and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of La Crescent, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 2023.

Administrator

Mayor

**DO NOT DATE AND EXECUTE UNTIL COMPLIANCE WITH THE PROVISIONS OF
SECTION 3.1(3).**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of _____, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF ADMINISTRATOR</u>
31 South Walnut LLC Attention: Troy Nolop 25 South Walnut Street <u>La Crescent, MN 55947</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements

3.5

Jess Witkins
La Crescent Public Library
321 Main St.
La Crescent, MN 55947
(507) 895-4047
lcr_dir@selco.info

April 10, 2023

Mayor Mike Poellinger
City Council Members Ryan Hutchinson, Cheryl Jostad, Teresa O'Donnell-Ebner, and Dale Williams
315 Main St.
La Crescent, MN 55947

Dear Mayor Poellinger and City Council Members,

I am writing to request the use of some city space during our Summer Reading Program. This year's theme is Find Your Voice and focuses on the arts as a way for children to explore the world and find their path in it. Summer is when we find the public library at our busiest and we proved last year to have big turnouts for our events.

In order to welcome as many library friends as possible, we need to seek outside space in order to accommodate our program attendee size. We do this by being present at the La Crescent Farmer's Market and offering book raffles, craft kits, and storytimes as well as by showcasing two story walks in Kistler and Veteran's Park during the summer.

This year, I have one outdoor space request to help us with our summer reading programming.

- 1) Use of the grassy lot behind the library and the full parking lot
 - a. Date: Friday, July 28th, 2023 – estimated times 12:00pm – 9:00pm
 - b. Purpose: To host our Family Fun Night "Lot Party" – an end of summer reading gathering for the community featuring musical guests Salsa del Soul, a mix of food vendors, and games/activities for kids
 - c. Rain site: La Crescent Community Building
 - d. Additional needs: partial closing of the alleyway to ensure community safety and access to the library building for restrooms and services, use of picnic tables (15), large garbage bins, outdoor extension cord & power strips as needed

I thank the council for their time and consideration, and for their support of the library and its mission of accessibility to the La Crescent community.

Sincerely,

Jess Witkins
Library Director

3.6



MEMORANDUM

TO: Mayor, City Council

FROM: Larry Kirch, Community Development Director

DATE: May 8, 2023

SUBJECT: Walnut Street Corridor Plan – Project Status/Schedule

Attached for your information is the schedule we have put together to create the plan for the Walnut Street Corridor. City staff is serving as the Technical Committee and the City's EDC is serving as the Project Committee. The Kick-off Meeting and corridor walk-thru occurred on April 5th. The EDC met again on May 8th to review information gathered from the April meeting and to provide input for the public involvement in June.

There will be public involvement through the Farmers Market, a Public Informational Meeting and Focus Group meetings of stakeholder, all in June. The remainder of the summer will be used to take this input and begin to refine the plan for presentation to the public and stakeholders later in the summer.

Attachments: Project Schedule

Walnut Street Corridor Plan Timeline

La Crescent, MN

Action	Responsible Party	Start Date	Deadline/ Notes
Meetings and Community Involvement			
Internal Staff Kick-off meeting	Jason, Brad, Amy, Lauren	3/20/23	Completed
Technical Committee Meeting 1/4 — Kickoff + Field Work Project Introduction with issues and opportunities discussion Corridor documentation	Brad & Emily H, Larry K, & Tech Comm.	04/05/23	Completed
Bi-weekly Check-in and Coordination Call 1/8 Tech Committee + Other Ad Hoc Attendees	Brad V-K, Emily H + Larry K	W 4/26/23 11:30 — 12:30	
Project Committee 2 of 4 – Virtual @ City Hall Public meeting prep, focus group identification, downtown plan reminders -REVIEW SCHEDULE	Brad V-K, Emily H + Larry K	M 05/08/23 3:00 – 4:30	EDC, prep for PIM #1
Bi-weekly Check-in and Coordination Call 2 of 6 Tech Committee + Other Ad Hoc Attendees	Brad V-K, Emily H + Larry K	W 06/07/23 9:30 – 10:30	Prep for 06/13-14
Farmer's Market Pop-up 1 of 1	Emily H + Larry K	T 06/13/23 4:00 – 7:00	
Focus Group Meeting 1 of 3 – In-Person	Brad V-K, Emily H + Larry K	W 06/14/23	Early Lunch
Focus Group Meeting 2 of 3 – In-Person	Brad V-K, Emily H + Larry K	W 06/14/23	Early Afternoon
Public Input Meeting 1 of 2	Brad V-K, Emily H + Larry K	W 06/14/23 6:00 – 8:00	
Bi-weekly Check-in and Coordination Call 4 of 6 Tech Committee + Other Ad Hoc Attendees	Brad V-K, Emily H + Larry K	W 06/21/23 9:30 – 10:30	
Project Committee 3 of 4 – Mode TBD PIM & Focus Group Debrief + Alternative Design & Policy Review Prep	Brad V-K, Emily H + Larry K	M 07/10/23 9:00 – 10:30	
Bi-weekly Check-in and Coordination Call 5 of 6 Tech Committee + Other Ad Hoc Attendees	Brad V-K, Emily H + Larry K	W 07/19/23 9:30 – 10:30	
Focus Group Meeting 3 of 3 – In-Person	Brad V-K, Emily H + Larry K	W 08/09/23	Before PIM 2, alternative design feedback/charrette?
Public Input Meeting 2 of 2	Brad V-K, Emily H + Larry K	W 08/09/23 6:00 – 8:00	Potential FG? Project eval of alternatives
Bi-weekly Check-in and Coordination Call 6 of 6 Tech Committee + Other Ad Hoc Attendees	Brad V-K, Emily H + Larry K	W 08/16/23 9:30 – 10:30	Update project alternative decisions for follow-up engineering for 2024 construction
Project Committee 4 of 4 – Mode TBD Total Project Debrief & Wrap up for edits & review for adoption, edit/review schedule	Brad V-K, Emily H + Larry K	M 08/28/23 9:00 – 10:30	
City Council Meeting - Update Presentation	Brad V-K (or Emily H) + Larry K	M 09/11/2023	Project update/Overview & Review Handoff for Later Approval
City Council Meeting - Approval	Brad V-K (or Emily H) + Larry K	M 10/09/2023	Approval by Resolution

Meeting Agenda

- 1) Team (re)Introductions
- 2) Project Schedule/Timeline Overview + Discussion (see attached)
- 3) Public Input Meeting 1 Planning (June)
- 4) Focus Groups (June)

Focus Groups – all invited to the public meeting

1 focus group of Merchants along corridor, North and/or South merchant groups... 2nd group hotel, Kwik trip and south downtown retailers, late morning/early lunch & mid afternoon on 06/14 ahead of PIM #1

2 focus groups in person while we are in City for PIM on 06/13 and 06/14, have 3rd focus groups in morning or afternoon before PIM #2 in Aug to evaluate design alternatives proposed, charrette type exercise?

Potential Homeowners as part of focus group? ... middle of the day, northern end of corridor, later in the day...

MEMORANDUM

TO: Mayor, City Council

FROM: Larry Kirch, Community Development Director

DATE: May 8, 2023

SUBJECT: University of Minnesota Resilient Communities Program – Overlook Plaza Indigenous History Project

I am requesting council support and authorization to submit an application to the University of Minnesota's Resilient Communities Program (RCP). If approved the program matches a graduate level class with the city's project to create a recognition project at Overlook Plaza. There are two projects we are requesting assistance with; one is a history class that would better document the indigenous history in the City and SE Minnesota. The second project would be with a Landscape Architecture class along with the area tribal communities to assist the community in designing an appropriate feature or features that convey the indigenous history of the city. Each project has a fee of \$6,000. The city is required to match the Blandin Foundation Grant at \$20,000 and these projects would become a portion of the city's required match.

The Mayor would write a letter of support as part of our application.

"The Resilient Communities Project connects local government agencies in Minnesota with University of Minnesota faculty and students to advance community resilience and student learning through collaborative, course-based projects."

[Home | Resilient Communities Project \(umn.edu\)](https://umn.edu/resilient-communities-project)



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

#3.8



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



May 4, 2023

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: Neighborhood Block Party Request – Graduation
Sunday, June 4th, 2023 from 3 p.m. to 8 p.m.

Jodi Petersen of 116 N Oak Street La Crescent, MN has made a temporary partial street closure request for a block/graduation party event. The area specifically closed would be located on the 100 block of N Oak Street on Sunday, June 4th, 2023 for approximately five hours in the late afternoon / early evening hours.

An alternate route would still be accessible by residents who are not participating and guest of residences located in the vicinity. I do not anticipate any immediate public safety concerns or undue hardship if emergency access was needed during the time of the event.

I would respectfully request the La Crescent City Council grant permission for the street to be temporarily closed and the event to be held.

Thank you in advance for your consideration.

Sincerely,

Luke Ahlschlager
Chief of Police

#3.9



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: May 3, 2023
RE: Professional Services Agreement – ADA Access Audit and Transition Plan

Attached for review and consideration by the City Council is a professional services agreement with MSA to complete an ADA Access Audit and Transition Plan for City Park and Recreation Facilities. The City Park and Recreation Commission has reviewed the agreement, and is recommending that the agreement with MSA be approved. There are funds in the 2023 general fund budget for this expenditure.

Also included are sections from the City's Comprehensive Park & Recreation Plan that reference the ADA audit and transition plan.

We would suggest that the City Council approve the agreement with MSA.



Professional Services Agreement

This AGREEMENT (Agreement) is made today March 21, 2023 by and between CITY OF LA CRESCENT (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: ADA Access Audit and Transition Plan for City of La Crescent Park and Recreation Facilities

The scope of the work authorized is: See Exhibit A – Scope of Services

The schedule to perform the work is: Approximate Start Date: May 2023
Approximate Completion Date: Oct. 2023

The lump sum fee for the work is: \$26,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF LA CRESCENT

Bill Waller
City Administrator
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Raine Gardner, P.E.
Team Leader
Date: 3/21/2023

Daniel Schmitt, PLA.
Project Manager/Landscape Architect
Date: 3/21/2023

315 Main Street
La Crescent, MN 55947
Phone: 507-895-4668

1230 South Blvd
Baraboo, WI 53913
Phone: 608-355-8895
rgardner@msa-ps.com



Exhibit A - Scope of Services

ADA Access Audit and Transition Plan for City of La Crescent Park and Recreation Facilities

SCOPE OF SERVICES

MSA has divided the scope of services to provide City of La Crescent with an American with Disabilities Act Facility Audit and Transition Plan into the following phases and tasks:

PHASE I: Park Facilities Audit/Report

Task 1 - Kick-off Meeting (Meeting #1 - Teleconference)

MSA will meet with City's ADA team to review the audit process and project schedule. The City will provide any available facility plans or layouts, Capital Improvement Plans, and any other documentation relevant to the audits for MSA to review and develop audit inventory to be reviewed in Task 2.

Task 2 - Facility Review (Meeting #2 - In-Person)

MSA will meet with City staff to verify the areas and extent of the facilities included in each site audit. Prior to the meeting:

- MSA will utilize available GIS data to map building and park facility site boundaries and identify existing facilities.
- City to provide building plans or layouts if available.
- Review the City's ADA obligations under ADAAG including public notice, program access/compliance, and ongoing monitoring of compliance.

Task 3 - Field Inventory/Site Audits

MSA will conduct a field inventory of the public areas for the existing publicly accessible facilities including buildings, grounds and parks.

Review is limited to public use and access areas of the listed facilities. Review of non-public areas — such as, but not limited to — staff-only offices or storage areas are not included. This will be identified with City staff in Task 1.

MSA staff will wear MSA branded clothing and name tags to identify themselves while conducting site audits.

MSA will prepare an accessibility audit flyer to distribute during audits to residents and/or site users who would like more information about the audit process.

Audits of exterior park facilities will be collected using ESRI ArcGIS Field Maps and used to assist MSA in developing the Transition Plan. A Shapefile or File Geodatabase can be provided to the City at the completion of the project including a copy of the spatial data for exterior deficiencies, audit photos, listed deficiency, and potential solutions.

MSA staff will identify accessibility deficiencies at each facility in accordance with applicable Americans with Disabilities Act Accessibility Guide (ADAAG) 2010 Standards and/or the American National Standards Institute - National Standard for Accessible and Useable Buildings and Facilities (ANSI A117.1).

Note: The ANSI standards are almost identical to the Americans with Disabilities Act Accessibility Guide (ADAAG). The primary difference between the two is that ADAAG is part of the overall ADA, which is federal civil rights legislation, while ANSI A117.1 is the accessibility standard adopted by the State of Minnesota under the Minnesota State Building Code, and it is understood that this standard achieves ADA compliance.

Exhibit A – Scope of Services

March 21, 2023

The Audits will focus on compliance with Americans with Disabilities Act Accessibility Guide (ADAAG) 2010 Standards except where American National Standards Institute - National Standard for Accessible and Useable Buildings and Facilities (ANSI A117.1) are more restrictive. The variances between ANSI and ADAAG are minimal and include such nuance as the ANSI requirement for vertical grab bars in restrooms. ANSI standard will be cited in the transition plan to make a clear distinction between ADAAG requirements and ANSI standards.

Task 4 - Accessibility Audit Reports (Report Section I)

MSA will provide a condensed Accessibility Deficiency Summary Report (Section I of the final report) identifying:

- *Summary of audit methodology.*
- *Summary spreadsheet of observed deficiencies.*

MSA will also provide Site-Specific Audit Reports for each facility, including:

- *Cover page of park boundary with aerial photo, highlighting audited structures.*
- *Summary of each audit identifying observed deficiencies with photographs from time of audit, identification of potential corrective measures, and reference to the applicable section of ADAAG or Building Code.*
- *Maintenance suggestions and recommended improvement (Smart Practices) will be identified where improvements would benefit accessibility but are not specifically required by ADAAG or ANSI.*

Task 5 - Review Audits with City Staff

(Meeting #3 - Teleconference)

MSA will review the draft assessment findings with the City including the Site-Specific Audit Reports and Accessibility Deficiency Summary Report and discuss recommended corrective measures to prioritize for inclusion in the Transition Plan.

- *High level review of Site-Specific Audit Reports and Accessibility Deficiency Summary.*
- *Review summary of program access for all City facilities.*
- *MSA and City staff will discuss the process of identifying phasing of recommended corrective measures to prioritize over the schedule the City identifies.*

PHASE II: TRANSITION PLAN

Task 1 - Transition Plan (Report Section II)

MSA, with assistance from the City, will prepare an ADA Transition Plan, including preliminary cost estimates for corrective measures recommended to occur based on the feedback from the staff.

The Transition Plan Report will include:

- *Introduction/purpose statement.*
- *Summary of how the City determines priorities and will monitor progress for corrective measures.*
- *Summary of ADA Coordinator contact and grievance procedures. (If available, the City's existing Request for Reasonable Accommodation will be included in the appendix.)*
- *Summary of Transition Plan timeline.*
- *Summary spreadsheet of deficiencies by facility or park, with target year corrective measure timeline and estimated costs.*
- *Example/reference drawings or sketches for common proposed accessibility mitigation actions.*
- *City staff will complete identification of timeline and prioritization of corrective measures (project timeline can be extended to accommodate City's ability to complete prioritization).*

Task 2 – Review Draft Transition Plan with City Staff (Meeting #4 - Teleconference)

MSA will review the Transition Plan with City staff.

- *Review Transition Plan spreadsheet and cost estimates.*
- *Revise and finalize Transition Plan Report.*

Task 3 – Public Information Meeting (Meeting #5- In-Person)

MSA will assist the City in hosting a Public Information Meeting to provide an overall summary of audit findings and to get input from stakeholders regarding the proposed transition plan timeline. The City would be responsible for advertising the meeting and outreach to specific stakeholders. It is recommended this meeting take place after the initial phasing is completed and reviewed by City Staff. However, at the direction of the City, this meeting could also be held upon completion of the audit summaries and before the development of the transition plan timeline/phasing. The meeting would be best hosted as a hybrid meeting, with an in-person component as well as a recorded video conference to allow those who may not be able to attend in person an additional opportunity to provide feedback. A comment period of approximately two weeks would follow the meeting. MSA will prepare a survey or comment forms for distribution by the City.

PHASE III: FINAL REPORT AND PRESENTATION

Task 1 – Develop Final Report Document

MSA will compile the Accessibility Deficiency Summary Report and Transition Plan Report into one complete final report. MSA will:

- *Revise the Transition Plan Report and spreadsheet based on feedback received during the final staff meeting.*
- *Provide City staff with a digital version of the report for review.*
- *Revise and finalize report based on staff feedback.*

Task 2 – Review Final Report with City ADA Team (Meeting #5 - Teleconference)

MSA will meet with City staff and members of the ADA team to review the final report, make edits to the Transition Plan and discuss the final presentation.

Task 3 – Present Final Report to the City's ADA Team and City Council (Meeting #6 - In-Person)

MSA will present an overview of the final report to the City Council, at a regularly scheduled City Council meeting.

MEETINGS AND DELIVERABLES

MSA proposes the following meetings:

- *Meeting 1: Kick-off Meeting (teleconference)*
- *Meeting 2: Facility Review*
- *Meeting 3: Review Audits with City Staff (teleconference)*
- *Meeting 4: Review Draft Transition Plan with City Staff (teleconference)*
- *Meeting 5: Public Input Meeting (In-Person)*
- *Meeting 6: Review Final Report and Draft Presentation with City Staff (teleconference)*
- *Meeting 7: Present to City Council (in-person or via Virtual Meeting)*

MSA will provide the report in electronic format (PDF). The final Transition Plan table will be provided in Microsoft Excel format.

Accessibility Deficiency Summary Report and Site-Specific Audit Reports (Individual park maps, accessibility audit checklists)

Summary of audit methodology.

Summary spreadsheet of observed deficiencies.

Site-specific audit reports.

Transition Plan Report

Introduction/purpose statement.

Summary of how the City determines priorities and will monitor progress for corrective measures.

Summary of ADA Coordinator contact and grievance procedures (Request for Accommodation).

Summary of Transition Plan timeline.

Summary spreadsheet of deficiencies by facility or park, with target year corrective measure timelines and estimated costs.

Appendix of Applicable References, including but not limited to:

Audit Informational Flyer.

Grievance Procedure (Request for Reasonable Accommodation) Form.

Contact Information for ADAAG, ANSI, and Great Lakes ADA.

ADAAG or ANSI Sections as required to justify specific corrective measure or policy based accommodation.

Transition Plan Geodatabase

MSA will provide a geodatabase (ESRI ArcGIS) including: Audit Location, listed deficiency, potential solutions, and priority or timeline phase.

WORK NOT INCLUDED

- City right-of-way areas (sidewalks and trails).
- City/County public transit vehicles.
- Review of policies, procedures, programs, communications, and website and media information.
- Review of non-public or process areas of City facilities.
- Design and construction drawings and/or specification development.
- Detailed land surveying by field survey crews, professional land surveyors, etc.
- Design documents, construction documents, bidding services and construction services for the needed alterations.
- Review of other City parcels or facilities not expressly identified in this scope of services.
- Playground safety audits.
- Staff training session.

Exhibit B
Park Facilities List

Table 2.5 City of La Crescent Park Amenities (highlight indicates lighted facility)

		Acre(s)	Pool	Canoe/Kayak Launch	Playground Equipment	Baseball Fields	Basketball Court	Tennis Court	Volleyball Court	Soccer Field	Playfield	Ice Skating/Hockey	Sliding Hill	Skate Park	Hike/Walking Trail	Open-Air Shelter	Restroom	Picnic Tables	Benches	Parking Lot
Community Parks		41.6				2														
Agnet Field	520 S 14th St	10.4																		
Frank J. Kistler Memorial Park	508 S 7th St	5.4						3												
Old Hickory Park	1200 Jonathan Ln	17.8																		
Veteran's Park	595 Veterans Parkway	8																		
Mini Parks		2.5																		
Crescent Valley Park	Valley Ln & Crescent Ave	0.5																		
John S. Harris Park	N Elm St	2																		
Nature Preserves		192.9																		
Eagles Bluff Park	422 Red Apple Dr	107.1																		
Horseshoe Meadows	Bridle Ln	38.9																		
North End Park	Ambrosia St	10																		
Stoney Point	Stoney Point Rd	59.6																		
Vetsch Park	722 N 2nd St	25																		
Vollweider Park	Crescent Hills Dr	18.9																		
Neighborhood Parks		9.9																		
Valley South Park	Jupiter St & 5 1/2th St	4																		
Wieser Memorial Park	1811 County 6	5.9																		
Special Purpose Parks		5.6																		
Blue Lake (canoe/kayak launch)	South side of Hwy 14/64, end of Strupp Ave.	5.6																		

GOALS & STRATEGIES

This purpose of this plan is to guide the development of subsequent parks, recreation, open space, bicycle and pedestrian facilities in La Crescent. Goals are presented here as desired outcomes. Strategies include both actions and policy rules—these are the methods proposed to achieve the stated goals.

3.1 GOALS & STRATEGIES

Goal 1 - Provide sufficient park and recreation opportunities to meet current and future recreational needs in the City of La Crescent.

Strategies

1. Acquire parkland to maintain a ratio of 21.8 acres of parkland per 1,000 residents minimum.
2. Review and, if necessary, update the parkland dedication subdivision ordinance at least every five years so that it adequately addresses the recreational needs of residents and the fee in lieu of land dedication is proportional to the market value of undeveloped, unimproved land.
3. Utilize the National Recreation and Park Association's Agency Performance Review metrics to set benchmarks and improve operations.
4. Continue to seek assistance from community groups in the planning and development of parks and recreation areas.
5. Provide a blend of active and passive parks and open spaces, all interconnected by a trail network.



Wieser Memorial Park

6. Provide a wide range of year-round recreational opportunities.
7. Periodically evaluate existing recreation programs, including an assessment of attendance and customer satisfaction.
8. Enhance recreational access to Pine Creek and the Mississippi River.
9. Increase access to Pine Creek for passive recreational opportunities.

Goal 2 - Every resident has safe access to quality parks and recreation facilities and programming regardless of income, age, race, ability, or geographic location.

Strategies

1. Ensure all residents are within ½ mile of a city park.
2. Encourage citizen participation in the planning and development of park and open space facilities.
3. Provide ADA compliant barrier free access in all new or improved park facility construction, play areas, and sports field areas.
4. Provide at least one ADA accessible trail and access point at each park.
5. The type of park and open space amenities provided should be scaled to the needs of the area and population served, both present and future.

Goal 3 - Parks and outdoor recreation lands are an essential green infrastructure element of the City of La Crescent. Parks and public recreation lands are carbon-reducing landscapes that help clean the air and water, recharge aquifers and reduce stormwater runoff

Strategies

1. Protect the scenic beauty and natural resources in La Crescent by creating a system of parks, open spaces and trails that respect natural terrain, preserve native vegetation and take advantage of views.
2. Provide open space areas that assist in the conservation and protection of ecologically sensitive areas.
3. Coordinate local efforts with other public agencies and private partners to protect

valuable natural resources and sensitive lands through donations, procurement of easements, acquisitions, and purchase of development rights and make such lands available for passive recreation where appropriate.

4. Manage vegetation in natural areas by removing and controlling non-native, invasive species and maintaining native plant species.
5. Increase understanding and appreciation of the cultural, natural and historical resources of the community and the area through expansion of the walking tour programs and interpretive signage.
6. Implement low maintenance turf management, native landscaping, organic or integrated pest management, and/or pollinator/monarch-safe policies.
7. Aim to infiltrate or retain all 2 inch, 24-hour stormwater events on site in all parks.

Goal 4 - Coordinate park development efforts with other City departments, other units of government, the La Crescent-Hokah School District, civic and sporting organizations.

Strategies

1. The Park & Recreation Commission and Plan Commission must consult and incorporate the needs identified in the Park and Recreation Plan before subdivision plats are approved.
2. Continue to pursue city/school/sports organization development projects to help improve and expand outdoor recreational opportunities throughout the community in a cost effective manner.
3. Participate in regional planning of parks and trails; including the Houston County Parks Department, MN DOT, and the Minnesota Department of Natural Resources.
4. Encourage a cooperative effort between the La Crescent-Hokah School District and the city in the acquisition, development and usage of recreational facilities.

COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT

The ADA, enacted in 1990, clearly states the right of equal access for persons to local government services, including parks. On September 15, 2010 the Department of Justice published revised final regulations implementing the Americans with Disabilities Act. The 2010 Standards included new provisions for accessible design for recreational facilities such as playgrounds, swimming pools, fishing and golf facilities. Similar to when the original 1991 ADA Standards were adopted for public buildings, a community is required to complete a self-evaluation of their recreational facilities for ADA compliance by March 15, 2012. Those communities with 50 or more full or part-time employees are also required to develop a Transition Plan, which identifies what corrective work will be completed, when it will be completed, and the individual responsible for the corrective work. Any new recreational facilities designed, constructed, or shaped after March 15, 2012 are subject to the 2010 Standards. Any alteration (not simple maintenance, but something that changes the way the site is used) must make the element altered accessible and must create an accessible path of travel through the site or facility to that element.

There are some fundamental differences in how accessibility in the outdoors is accommodated compared to indoors or the built environment. While restrooms, shelters, interpretive centers, and parking lots, for example, need to follow detailed ADA guidelines, other improvements such as trails or swimming beach areas, for example, do not necessarily need to follow indoor or built environment ramp grades or surfacing requirements. A good rule of thumb for the City to follow is that anything constructed must not make the outdoor experience anymore difficult than what occurs naturally. Mother Nature does not have to comply with ADA, but the city does.

The New England ADA Center is a good resource to use and offers checklists to evaluate accessibility at existing park facilities. The fillable checklist forms can be found here: <http://www.adachecklist.org/checklist.html#rec>

RECOMMENDATIONS

5.2 NEW AND EXPANDED PARK FACILITIES

New Park Facilities

The city should develop new parks in areas that are underserved by existing facilities and areas where future residential expansion is anticipated to occur. There should be a focus on the acquisition of park and open space which will advance the goals and policies of this plan and the La Crescent Comprehensive Plan.

The New Parks & Trails Recommendations Map in Appendix C (Figure 5.1) identifies the location for potential new facilities based in part on La Crescent's future land use plan (see Figure 2.3) areas potentially underserved by parks (Figure 5.2), and public engagement processes that identified general community priority and need.

- A. Site A is a city-owned property that houses a brush drop off site and open storage for a private tress manufacturer. The truss manufacturer has use of the property on a lease basis. In the future, this area has the potential to be converted to a park. A park in this location could include camp sites and serve as a trail head for the Root River, Wagon Wheel Trail, and Mississippi River Trail. The city could consider development of snowshoe and fat tire or cross country ski trails for winter use.
- B. Site B is a potential neighborhood park as the city expands west. The park should be between three and ten acres and include a multi-sport court, restroom/shelter/storage, lighted softball fields, playground equipment, and parking.
- C. Site C is a potential special use park as the city expands west. The park should be at least two acres in size and could include a dog park and trails that eventually connects to the walking trail at Horsetrack Meadows.

5.3 TRAIL IMPROVEMENTS

The city should develop a local system of trails that link to regional trails (Mississippi River Trail, Root River Trail, and the Wagon Wheel Trail) and trail systems in adjacent communities. The proposed trails map show recommended bike/ped

improvements including recommendations from the Blufflands Plan that was completed in 2016. A map of the proposed routes and trail improvements can be seen in Figure 5.5. Descriptions of the trail recommendations are shown in the table on the following page.

Trail Maintenance

The need for additional trail maintenance was a common theme throughout this planning process. The city currently performs maintenance on all city-owned trails on an as needed basis, however recently the city has seen individuals perform trail maintenance activities on city-owned property without city permission. To address the need for enhanced trail maintenance, the following four tasks should be completed by the city:

1. Develop an ordinance prohibiting individuals acting without city permission to perform maintenance in city-owned parks or protected blufflands. See examples on page 106.
2. Post signage in city parks that include hiking trails which prohibit individuals from performing trail maintenance.
3. Utilize an app, online form, or text message system for residents to submit maintenance issues—for parks, trails, and other city facilities. Some examples of tools other communities use can be found on page 107.
4. Develop a regular maintenance plan for all city-owned trails, possibly in conjunction with a professional organization who the city could hire to do maintenance. Maintenance guidelines from the Minnesota Department of Natural Resources are found on pages 104-105.


5.4 OTHER RECOMMENDATIONS

General Parks

- Complete ADA audit of all city parks and develop an ADA transition plan.
- Expand wi-fi availability to all city parks.
- Consider location for a pump track.
- Add a small entrance plaza at the northwest corner of the intersection of HWY 61 and 3rd St. South.
- If bike trails are developed at Stoney Point, the city and partners could host a work day or fundraising events for the course. These events can help maintain the trails and also raise awareness of the opportunities available to the community.

#3.10



To: Honorable Mayor and City Council Members
From: Kara Tarrence, Finance Director 
Date: Monday, May 1, 2023
Re: Monsanto Settlement Payment

The City received a check dated 4/13/2023 from PCB Settlement Fund in the amount of \$17,414.03. Around the same time, the League of Minnesota Cities sent out a notice that Minnesota cities and counties were beginning to receive sizeable checks from a Monsanto Class Action Settlement. The League of Minnesota Cities stated that these checks are legitimate. The suit alleged various causes of action against Monsanto for PCB-related impairments to the environment, including water bodies.

Attached for your information is the full notification from the League of Minnesota Cities. A copy of the notice was also given our City Attorney to review, particularly in reference to the last paragraph of the notice regarding a "Special Needs Fund" for additional funding opportunities in special cases.



Cities Receive Checks From Monsanto Settlement

April 24, 2023

The checks are legitimate and intended as compensation for potentially unnecessary testing and mitigation efforts.

Minnesota cities and counties are beginning to receive sizable checks from a Monsanto Class Action Settlement. Cities should rest assured that these checks — for approximately \$17,000, \$27,000, or \$32,000 — are legitimate. They are intended as compensation for testing and mitigation efforts, which might not have been necessary if not for the actions of the Class Action Defendant.

Class action lawsuit details

Not too long ago, several large and mostly West Coast cities sued Monsanto for manufacturing a class of industrial chemicals called polychlorinated biphenyls (PCBs), which were released into the environment between the 1930s and 1977.

By early 2022, a class action lawsuit was established: *City of Long Beach v. Monsanto Co.*, Case No. 2:16-CV-03493-FMO-AS (C.D. Ca.). The suit alleged various causes of action against Monsanto for PCB-related impairments to the environment, including to water bodies. The cities alleged that PCBs were present at sites and public properties, including in stormwater, stormwater and wastewater systems, water bodies, sediment, natural resources, fish, and wildlife.

Members of the certified class include government subdivisions that are covered under MS4 (municipal separate storm-sewer system) permits in the drainage areas of or near to specific types of or listed water bodies. A notice was mailed to potential class members around the end of March 2022. As this was an opt-out class action, any potential members of the class that wanted to pursue the causes of action on their own had to opt out by July 25, 2022.

[View the court-approved notice sent to potential class members \(pdf\)](#)

Settlement payments

During the week of April 17, all members of the class automatically received a payment from a portion of the settlement called the "Monitoring Fund." This included many government subdivisions in Minnesota.

In addition to consideration for release from claims, the payment is intended to compensate for "PCB sampling and/or any other mitigation efforts in the Settlement Class Member's sole discretion, as part of compliance with applicable law." All class members within Minnesota should be aware, this is the only money they will receive automatically from the settlement.

[View a list of government subdivisions in Minnesota that received settlement payments \(pdf\)](#)

Finally, class members should know there is one more opportunity for additional funding but only for special cases. The settlement includes a "Special Needs Fund" set aside to address "a significant regional, state, or national benefit, cost, or contribution" regarding bodies of water "impaired by PCBs through stormwater and/or dry weather runoff." A special master has been appointed to receive and evaluate applications to this fund. Cities seeking to apply to the Special Needs Fund must do so within one year and 14 days of the date the Monitoring Fund checks were mailed.

- [Apply to the Monsanto Class Action Settlement Special Needs Fund](#)
- [View the settlement website for more information](#)

[Read more news articles](#)

Your LMC Resource

Edward Cadman

Associate General Counsel

(651) 281-1229 or (800) 925-1122

ecadman@lmc.org

#3.11

RESOLUTION NO. 05-23-17

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

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

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

1. Eugene and Rosemary Feuerhelm wish to donate \$500.00
2. Warren and Patricia Undeland wish to donate \$1,000.00
3. Gabe and Courtney Wieser wish to donate \$200.00
4. Andrew and Leila Wieser wish to donate \$5,000.00

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

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

ADOPTED this 8th day of May 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

3.12

RESOLUTION NO. 05-23-18

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN APRIL, 2023**

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

WHEREAS, the following donations were made to the City of La Crescent in the month of April, 2023:

1. Don and Stacie Hogan wish 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 8th day of May 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

#3.13

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



TO: Mayor Mike Poellinger
Council Members: Mr. Dale Williams
Mr. Ryan Hutchinson
Mrs. Cherryl Jostad
Mrs. Teresa O'Donnell-Ebner
City Administrator Bill Waller

FROM: Chief Ahlschlager

DATE: April 25, 2023

RE: Council Agenda Item - **La Crescent Applefest 5K event – Saturday, September 16th, 2023**

On April 25th, 2023 I, Sgt. Luke Ahlschlager, Chief of Police of the La Crescent Police Department was in receipt of the attached letter from Marci Skemp, representative of the 2023 La Crescent Applefest 5K Event. In the letter, Mrs. Skemp was requesting city services for the 2023 Applefest 5K Event, including but not limited to, police & fire personnel for escort(s), traffic control, medical response, and security.

Mrs. Skemp advised the route would be the following, same as in 2022:

1. Main Street & Walnut Street (Start)
2. East on Main Street to North Hill Street
3. Right on North Hill Street
4. Right on August Hills
5. Left on North 4th Street
6. Right on Old Hickory Lane
7. Left on North Ridge Rd (North Elm Street/Houston County Rd 29)
8. U-Turn at or near Winona County Line (Winona County Rd 1)
9. Left on Jonathan Lane
10. End at Old Hickory Park Shelter/Parking Lot.

As in common past practice, the La Crescent Police Department, along with the La Crescent Fire Department, has provided this event with all requests for escort(s), traffic control, medical response, and security.

Lastly, I have designated La Crescent Police Corporal Roth Clark to be the La Crescent Police Department's coordinator of police services for this event and other 2023 Applefest events.

To The City of La Crescent Administration, Police Department and Fire Department:

We are writing in hopes that you will sanction the continuation of The La Crescent Applefest 5K event to be continued on the Saturday morning of Applefest weekend. This year, the race will take place on Saturday, September 16, 2023 starting at 8:30am. This will be our 2nd year as race directors for the La Crescent Applefest 5K and last year's race was a success due to collaboration with many volunteers, and the Police and Fire Departments. We plan to keep the same race route as last year. The race will start in front of City Hall and finish at Old Hickory Park. We will continue our relationship with the District 300 Foundation, and all proceeds from the race will support the race costs, a running scholarship fund for a male and female senior at the La Crescent High School, and other needs within the District 300 Foundation. We are excited for the opportunity to continue an event that benefits community health, comradery, and education within La Crescent.

Please let us know if you will continue to support this event and any requirements that are necessary for us to proceed this year.

Thank you,

Marci Skemp (507) 459-5106 on behalf of The La Crescent Applefest 5K Group
lacrescentapplefest5k@gmail.com

#3.14

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



April 26, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: New LCPD Patch Coloring Contest – National Police Week May 14 - 20

In anticipation of unveiling La Crescent Police Department's new department patch, we would like to hold a coloring contest during national police week that will be open to all students and residents 11 years-old and younger whom reside within the La Crescent-Hokah School District.

A prize certificate would be created and provided for the event. The winner of the prize certificate would receive a ride to school in a police car and various gifts donated by local La Crescent area businesses & organizations.

I respectfully request your permission to hold the event and grant the prizes.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Luke Ahlschlager".

Luke Ahlschlager

Chief of Police



La Crescent Police Department

New Police Department Patch Design and Launch 2023

Coloring Contest

Open to City of La Crescent Students / Residents

Guidelines: Coloring Contest open to 11-year-olds and younger.
Must reside in the La Crescent – Hokah school district.
Turn in your art to the front desk of City Hall,
315 Main Street, La Crescent MN,
Deadline is: Noon Friday **May 15, 2023**
(There is a drop box near the front door).

Prize: Winner receives a ride to school in a police car (with a friend)
and prizes donated by local La Crescent businesses!



**The winner will be announced Monday May 22, 2023
on the La Crescent Police Department Facebook Page**

Note: The LCPD patch design is finalized; this is an added activity of fun for the kids.

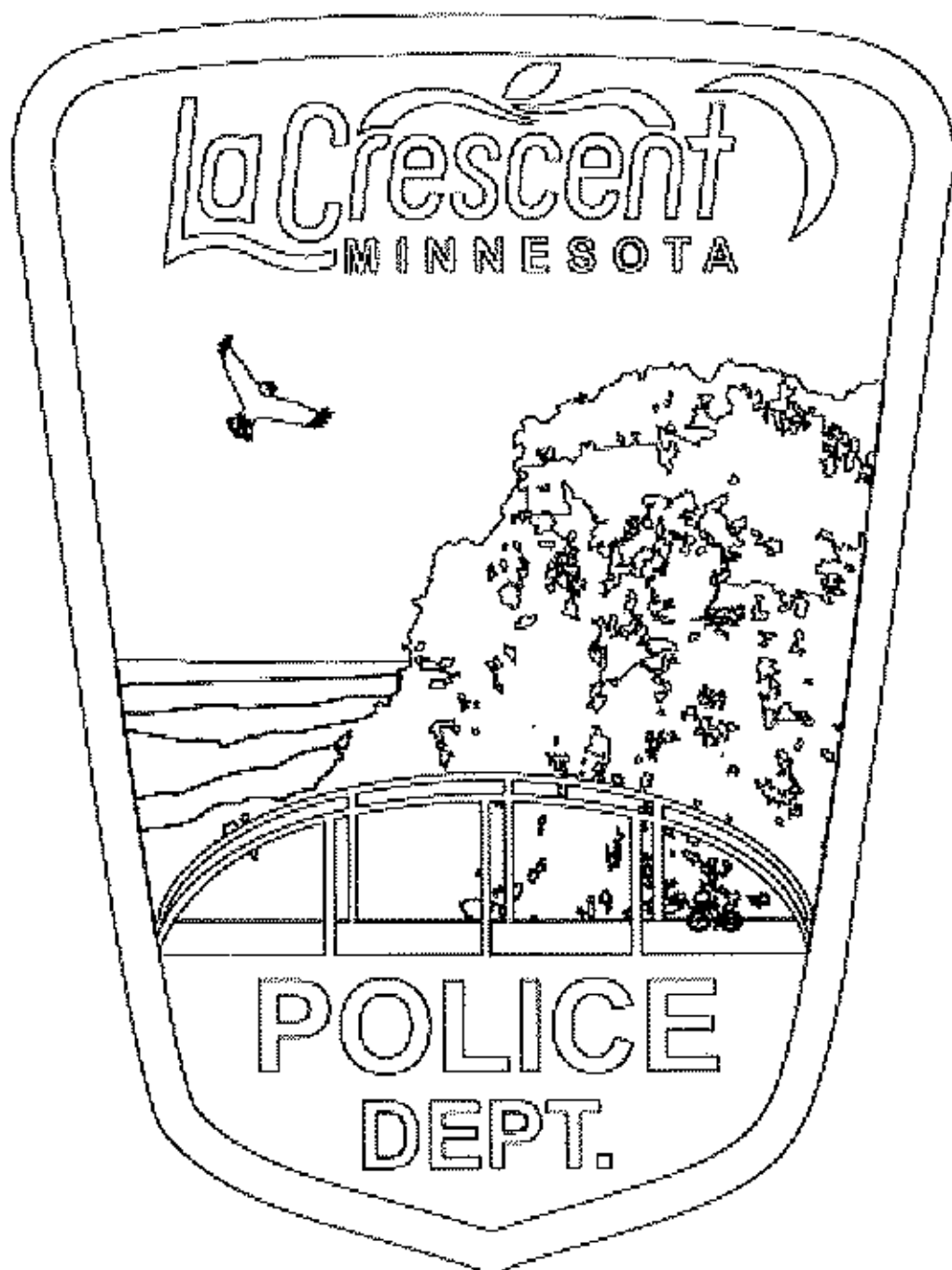
Print clearly so we can reach you

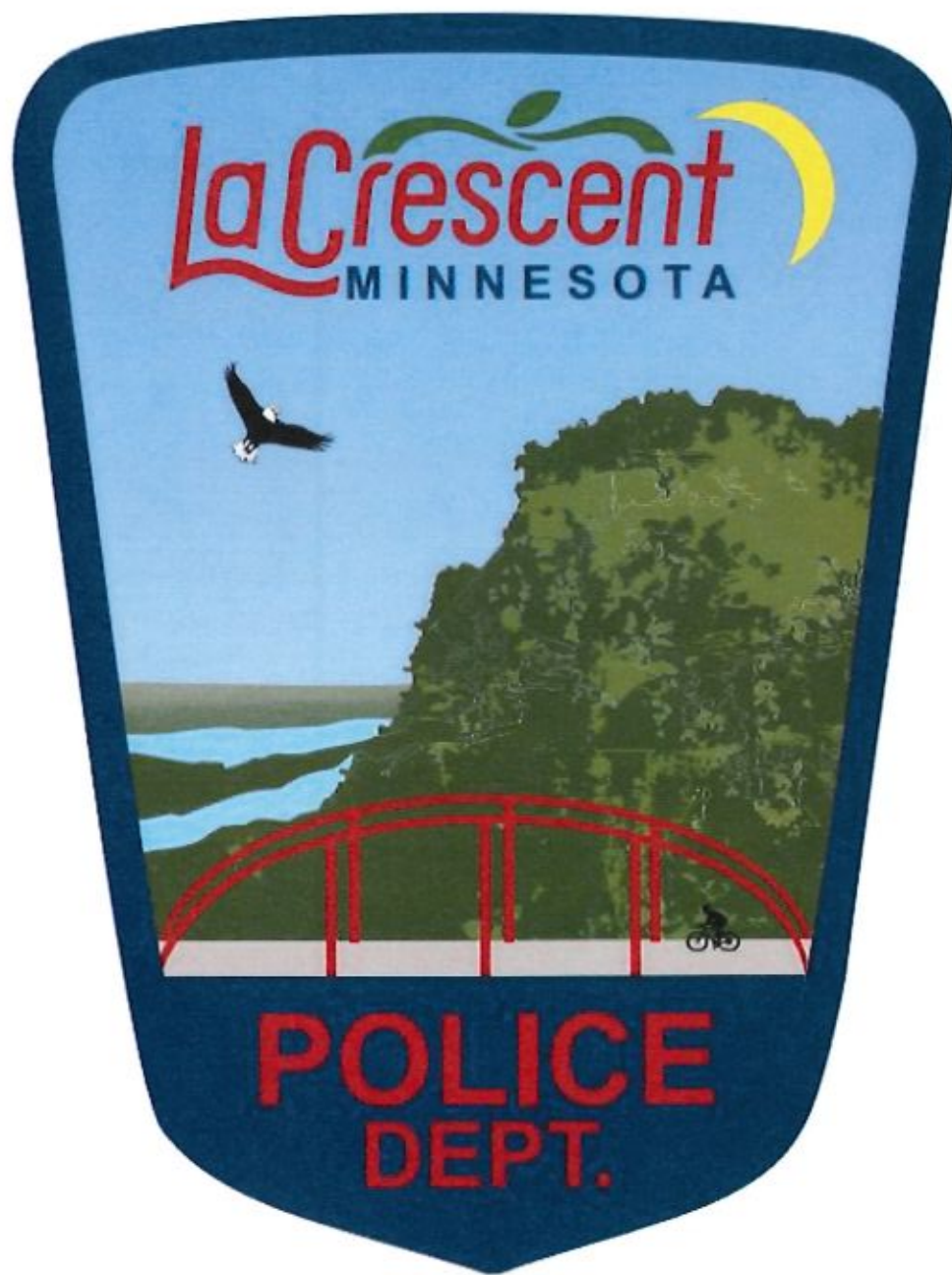
Artist's Name: First: _____ Last: _____ Age: _____

Parent's Name: First: _____ Last: _____

Parent's Phone Number: _____

*See backside of this form for the Patch Design to color





#3.15



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: May 3, 2023
RE: Building Department Staffing

The following items are presented for approval by the City Council at this meeting:

- a. Approve the job description for the new Building Inspector position, a copy of which is included. This includes the determination that the position will be classified as non-exempt and will be included in the AFSCME Union, and that the position will be assigned a point value of 213-245. In 2023 the position will have a salary range of \$26.80 - \$31.04 per hour. Authorize that the position be advertised and posted, with a hiring recommendation to be presented at a future City Council meeting.
- b. Approve the updated Building Officials job description, a copy of which is included. This includes the determination that the position will continue to be classified as non-exempt, and will continue to be included in the AFSCME union. Effective May 8, 2023 increase the points assigned to the position from 305 to 315-345. In 2023 the salary range for the position will be \$32.51 to \$38.04 per hour. Effective May 8, 2023 move Shawn Wetterlin from step 5 in the current salary schedule to step 4 in the new salary schedule.
- c. Amend the 2023 general fund budget by \$5,645 to reflect the added costs associated with items a and b that are not included in the current 2023 general fund budget.



Job Description

JOB TITLE: Building Inspector		Department: Building & Zoning	
REPORTS TO: Building Official	SUPERVISES: None		FLSA STATUS: Non-Exempt
BARGAINING UNIT: American Federation of State, County and Municipal Employees (AFSCME)			EFFECTIVE DATE: 04-24-2023

POSITION SUMMARY

Under limited supervision, this paraprofessional position performs residential and commercial building and structure inspection work; and is responsible for careful visual and physical inspection for hazardous conditions and code enforcement. This position also performs other inspections for statute and ordinance compliance as required.

JOB DUTIES OR ESSENTIAL FUNCTIONS

The essential functions of the position include, but are not limited to the following:

- Conducts field inspections of commercial, industrial, and residential buildings to see that construction, alterations or maintenance being done complies with provisions of the building, plumbing, fire, mechanical codes.
- Completes inspections for compliance with state statutes and city ordinances including nuisance complaints.
- Inspects and monitors construction sites to ensure adherence to building erosion standards, building codes, or specifications, and completes required documentation.
- Serves as staff for the Planning Commission, prepares agendas, minutes, postings, publications, notices, memo's, and attends meetings as required.
- Performs fire/life safety inspections in coordination with the Fire Department.
- Reviews and interprets building plans to ensure compliance to legal requirements and safety regulations.
- Enforces city codes and ordinances such as nuisance related ordinances.
- Responds to public inquiries and complaints and tracks results for compliance.
- Maintains building files and database to ensure compliance with state requirements.
- Conveys information clearly and effectively through verbal and written responses.
- Process permit applications using department specific software for permitting.
- Performs other duties as assigned.

This position may encounter not public data in the course of these duties. Any access to not public data should be strictly limited to accessing the data that are necessary to perform the

duties. While data are being accessed, this position should take reasonable measures to ensure the not public data are not accessed by individuals without a work reason. Once the work reason to access the data is reasonably finished, this position must properly store the not public data.

MINIMUM QUALIFICATIONS

To perform this position successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the formal education, experience and training required.

Education

High school diploma or GED certificate required and technical training or certification in building trade.

Experience

- Three (3) years of building construction or related experience
- General computer skills

Trainings, Certificates, and Licenses

- Possess a driver's license valid in the state of Minnesota
- Possess a Building Official-Limited license from the State of Minnesota
- Possess a Minnesota Building Contractors License

DESIRED QUALIFICATIONS

The requirements listed below are representative of the formal education, experience and training preferred in order to exceptionally perform all of the functions of this position.

Education

Associate's Degree or equivalent training at a technical or vocational school with a focus on construction, plumbing, building inspection technology, or related field

Trainings, Certificates, and Licenses

- Possess Building Inspector certification from International Code Council (ICC)
- Possess other certification from International Code Council (ICC)

COMPLEXITY

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

RESPONSIBILITY

Supervision

Limited supervision is provided while performing the normal duties of this job.

This position exhibits no formal supervisory responsibilities but may coordinate work with other individuals as a team member.

Impact

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

REQUIRED PHYSICAL ABILITIES AND WORK CONDITIONS

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

Hazards

While performing the duties of this job, this position:

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

Surroundings

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

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



Job Description

JOB TITLE: Building Official		Department: Building & Zoning
REPORTS TO: City Administrator	SUPERVISES: Building Inspector	FLSA STATUS: Non-Exempt
BARGAINING UNIT: American Federation of State, County and Municipal Employees (AFSCME)		EFFECTIVE DATE: 04-24-2023

DESCRIPTION OF WORK

General Statement of Duties: This job is a combination of duties performed by a building and inspections official responsible for enforcement of all building and zoning codes; and of duties in the public works department to ensure a safe, efficient, orderly work place.

ESSENTIAL JOB DUTIES PERFORMED

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

- Responsible for maintaining working knowledge of all current building and zoning codes and ordinances, including but not limited to: the Uniform Building Code; the Minnesota State Building Code; and the Minnesota Plumbing Code as adopted by the City.
- Responsible for maintaining working knowledge of all current City Code and Zoning Regulations, including but not limited to: the Zoning Ordinance, the Sign Ordinance, the Shoreland Management Ordinance, and the Floodplain Ordinance.
- Conducts building inspections as directed under the Uniform Building Code and enforces code provisions by issuing warning notices, compliance orders, stop orders, complaints and citations as required.
- Issues building and excavation permits and collects and transmits monies received to the City Clerk/Finance Director in accordance with established procedures.
- Issues certificates of occupancy upon satisfactory completion of building construction.
- Prepares, submits and retains all reports and records required by the State of Minnesota and the city, pertaining to excavation, construction and occupancy of buildings.
- Reviews Gopher State One Calls and responds to requests of local property owners to locate City Utilities.
- Assists with the issuance of new water meters, sealing of new water meters, and provides records as required to the City Accounting Office.
- Inspects property and enforces City ordinances by providing noncompliance notices pertaining to: weeds, mowing, snow removal, tree trimming, junk cars, garbage, realtor signs, and other violations.
- Conducts inspections of all excavations done on City streets to ensure proper fill, compaction and resurfacing.

- Responsible for over-seeing all City buildings, and developing a plan including budget estimates for routine/required maintenance and future improvements at all City facilities.
- Advises the City Administrator of all ordinances, codes and zoning violations and of enforcement action taken.
- Performs fire/life safety inspections in coordination with the Fire Department.
- Performs all other duties assigned by the City Administrator.

This position may encounter not public data in the course of these duties. Any access to not public data should be strictly limited to accessing the data that are necessary to perform the duties. While data are being accessed, this position should take reasonable measures to ensure the not public data are not accessed by individuals without a work reason. Once the work reason to access the data is reasonably finished, this position must properly store the not public data.

MINIMUM QUALIFICATIONS

Certified Building Official from the State of Minnesota, and three (3) years of experience in a municipal public works department.

Education

High school diploma or GED certificate required and technical training or certification in building trade.

Experience

- Three (3) years of building construction or related experience
- General computer skills

Trainings, Certificates, and Licenses

- Possess a driver's license valid in the state of Minnesota
- Possess a Building Official-Limited license from the State of Minnesota

DESIRED QUALIFICATIONS

The requirements listed below are representative of the formal education, experience and training preferred in order to exceptionally perform all of the functions of this position.

Education

Associate's Degree or equivalent training at a technical or vocational school with a focus on construction, plumbing, building inspection technology, or related field

Trainings, Certificates, and Licenses

- Possess Building Inspector certification from International Code Council (ICC)
- Possess other certification from International Code Council (ICC)

COMPLEXITY

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

RESPONSIBILITY

Supervision

Works under the general supervision of the City Administrator.

Exercises general and technical supervision over the building inspector.

Impact

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

REQUIRED PHYSICAL ABILITIES AND WORK CONDITIONS

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

Hazards

While performing the duties of this job, this position:

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

Surroundings

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

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



#3.16

April 21, 2023

Mike Poellinger, Mayor
City of La Crescent, MN

Dear Mayor Poellinger:

The Great River Rail Commission is a joint powers board formed under Minnesota state statute comprised of officials from 16 local and regional governments in Minnesota. The Commission has the goals of expanding passenger rail service, increasing freight rail capacity, bolstering economic development along the corridor, and increasing safety for rail and highway users. *This letter serves as an official invite to join the Commission, as a Non-Financial Party.*

The Commission has advocated for the development of the Twin Cities-Milwaukee-Chicago (TCMC) [Second Train project](#), a new daily round trip passenger train between the Twin Cities and Chicago, serving communities along the Mississippi River from Saint Paul to La Crosse. The additional daily round-trip passenger train service will be located along the 411-mile route currently used by Amtrak's *Empire Builder*, with stops in La Crosse, Winona, Red Wing and Union Depot in Saint Paul. Passenger rail service serves as an affordable mobility option for people, which reduces auto travel, boosts tourism opportunities and can lead to safety improvements.

The Commission assisted in securing \$10 million during the 2021 legislative session as Minnesota's match to a \$53 million federal grant for construction of track and signal improvements in Minnesota and Wisconsin. The Commission continues to advocate at the legislature for operational funding and rail improvements, which could result in the second train service beginning as early as summer/fall of this year.

The Commission extends an invitation to City of La Crescent to join the Great River Rail Commission as a Non-Financial Party, meaning there is no cost to your community to join. Your voice added to our membership will help to ensure that the public, business leaders, and legislators are aware of how passenger rail service benefits our region.

More information about the Commission and the TCMC Second Train is available at greatriversrail.org. Please reply to Kevin Roggenbuck at kevin.roggenbuck@co.ramsey.mn.us or 651-403-3092. He is happy to answer your questions or provide more information.

Sincerely,

Trista MatasCastillo

Trista MatasCastillo,
Chair

#3.17



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: 05/01/2023

Re: National Bike Month

May is National Bike Month, promoted by the League of American Bicyclists and celebrated in communities from coast to coast. Established in 1956, National Bike Month is a chance to showcase the many benefits of bicycling — and encourage more folks to giving biking a try.

National Bike to Work Week and Bike to Work Day are often cited as the month's flagship events, occurring the third week and third Fridays of May, respectively. This National Bike to Work Week is may 15th-19th. National Bike to Work Day falls on May 19th this year.

Encouraging more people to go places by bike is beneficial to La Crescent's health, economic growth and sustainability. According to Bill Nesper, executive director of the League of American Bicyclists, "When local communities invest in making bicycling safer and a real transportation option for more people, the return on investment is clear for individuals and society at large from cost-savings on public health to small businesses' growth and more."

Included in the packet is a Proclamation for consideration to celebrate National Bike Month. The city is planning to promote Bike to Work day May 19th with a photo opportunity and healthy snack at the bike and pedestrian bridge at 7:30 a.m. on the 19th. All are welcome and encouraged to attend.

National Bike Month Proclamation

WHEREAS: May is National Bike Month, sponsored by the League of American Bicyclists and celebrated in communities from coast to coast; and

WHEREAS: May 15-21, 2023 is "Bike to Work Week" and May 19, 2023, is "Bike to Work Day"; and

WHEREAS: the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of La Crescent's scenic beauty; and

WHEREAS: La Crescent's Road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS: creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS: the City of La Crescent has worked diligently to promote bicycle usage with community outreach educational programs, implementation of bicycle lanes designed to increase usage to commute in the City of La Crescent and to surrounding communities, expansion and improvements to the Wagon Wheel Trail, and the continuation of creating awareness and opportunities to engage residents in the activity of bicycling.

NOW, THEREFORE, I, Mike Poellinger, Mayor of the City of La Crescent, Minnesota, do hereby proclaim May 2023, as

National Bike Month

In the city of La Crescent, I strongly encourage our community members who are able to celebrate with a bicycle ride.

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 8th day of May in the year 2023.

Mayor _____

#3.18

Patti Martell
100 Haralson Lane
La Crescent MN 55947

May 1, 2023

Mayor Mike Poellinger
La Crescent City Council Members Ryan Hutchison, Cherryl Jostad, Teresa O'Donnell-Ebner
and Dale Williams
315 Main Street
La Crescent MN 55947

Dear Mayor Poellinger and Council Members:

The La Crescent Lions is planning to present an outdoor summer concert series in conjunction with La Crescent Live, La Crescent Library and Bikes Around Minnesota. We are holding this summer series to help to determine community enthusiasm in the arts and to see if there might be an interest in holding events at a future outdoor performance venue building.

Our group has four performances planned for the 2023 summer series. The dates will be May 30th, June 21st, July 28th and August 18th. We are asking the City if we can hold these events on City properties and in City parks on those nights. We are also requesting that the City provide us with barricades, picnic tables, garbage cans, bike racks, extension cords, bathrooms and power outlets from City properties.

I have attached a list of dates, locations and items needed for each performance and also a diagram showing the set up of each concert site so you have them for your reference. Please feel free to contact me at 608-769-6667 if you have any questions about this request.

Thank you for your time and consideration of this matter.

Sincerely,

Patti Martell

Pres Elect La Crescent Lions / Steering Committee LaCrescent Live

May 30th - Tuesday

Library / Kick off for summer reading

Tugg

5-7pm

Vets Park / Farmers Market

Items to ask City to provide

Garbage cans & garbage bags (6)

Picnic tables (6)

Barricades for parking area (4)

Bike rack(s)

Extension cords (5 -100 ft cords)

Power strips

Move ramps from skate park area

Use of electrical outlets on the outside of the City wellhouse

June 21st - Wednesday

Ryan Howe / Full Capacity

6 - 8:30 pm

City lot next to HCP

Items to ask City to provide

Garbage cans & garbage bags (6)

Picnic tables (4)

Barricades for each end of alley (4)

Bike rack(s)

Use of electrical outlets from Community Center (possibly service door or garage door area)

Extension cords (5 -100 ft cords)

Power strips

Caution tape around backyard of gift shop

Designate handicap parking spots in library or city parking lot

Use of bathrooms in Community Center - (we already reserved the Community Center for that night)

July 28th - Friday

Library - Family Fun Night

Salsa del Soul

5 - 7 pm

City parking lot and grassy area behind library

Items to ask City to provide

Garbage cans & garbage bags (6)

Picnic tables (12-15)

Barricades for each end of alley & driveways into parking lot (4)

Orange cones

Bike rack(s)

Use of electrical outlets from City Hall

Extension cords (5 -100 ft cords)

Power strips

Use of bathrooms in Community Center - (Jess already reserved the Community Center for that day as a backup for rain - the library bathrooms will also be open)

August 18th - Friday

Bikes Around Minnesota

Band to be determined (Band is being provided by BAM)

7 - 9 pm

Vets Park

Items to ask City to provide

Garbage cans & garbage bags (6)

Barricades for blocking off area for band to unload & load (4)

Bike rack(s)

Extension cords (5 -100 ft cords)

Power strips

Port o potty - 1 existing at Vets Park / BAM is providing bathrooms for participants

Use of electrical outlets on the outside of the City wellhouse or plug-ins on scoreboard

MAY 30th - Tue
Vets Park
5-7pm

Farmers market

grass - audience

Skate park - cement pad

picnic
tables

audience

stage

command tent

shed

event parking

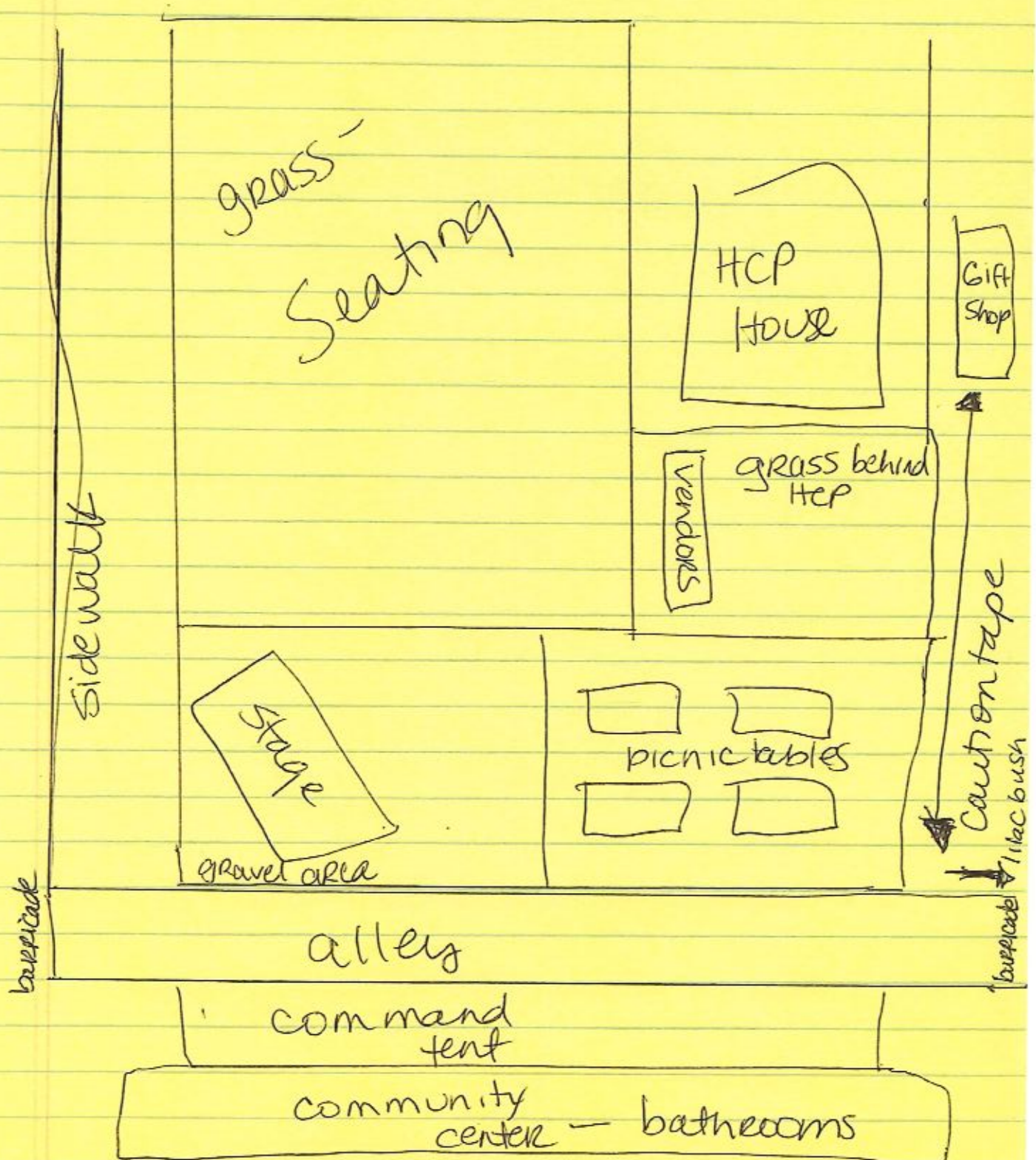
Parking lot

parking / unload
to be parked

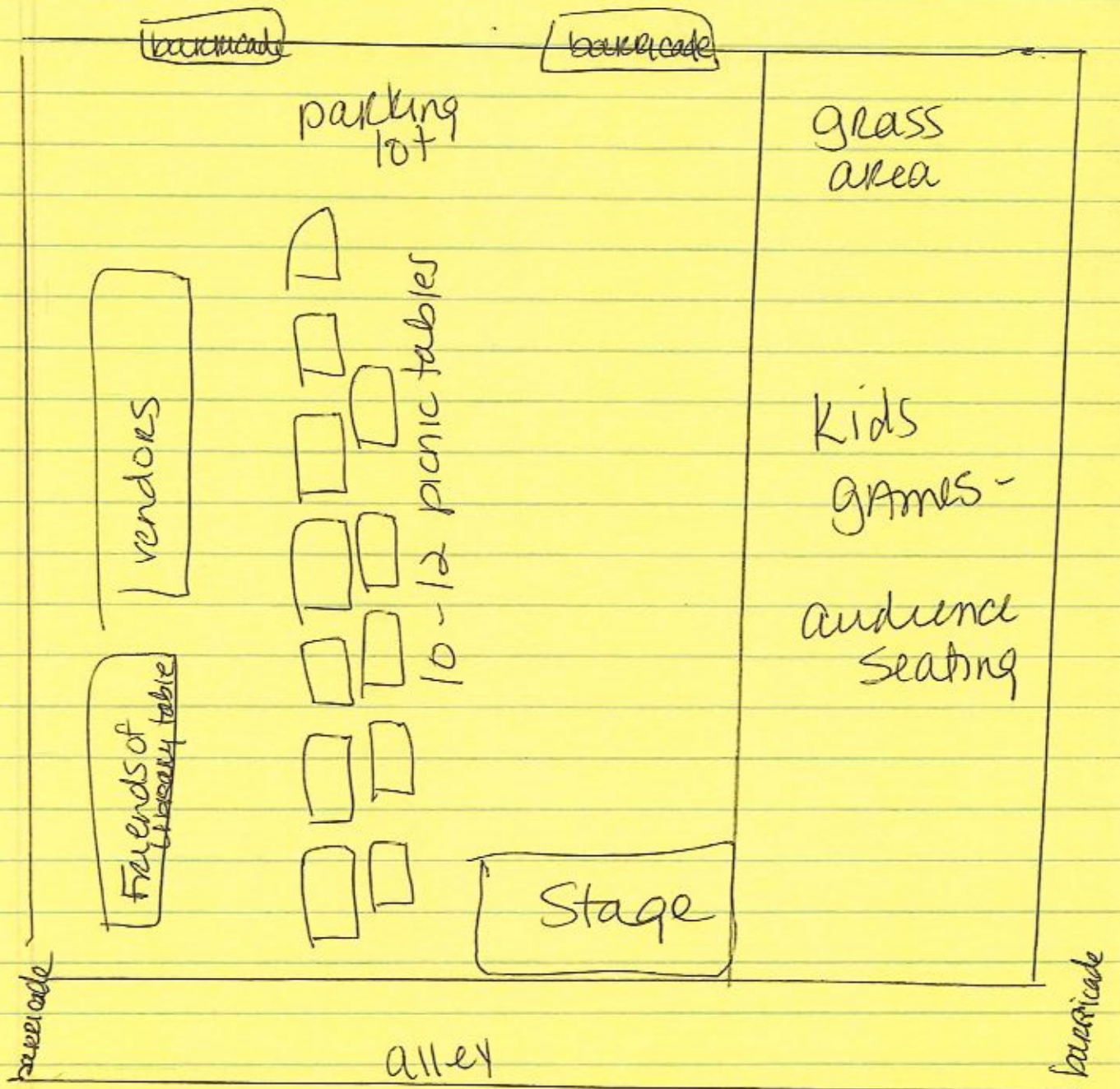
12 portable
toilets

handicap
parking
only

June 21st - Ryan Howe / High Capacity
Open lot next to HCP: grass behind HCP
6 - 8:30pm



July 28th - lot behind library
Salsa del soul
5-7pm

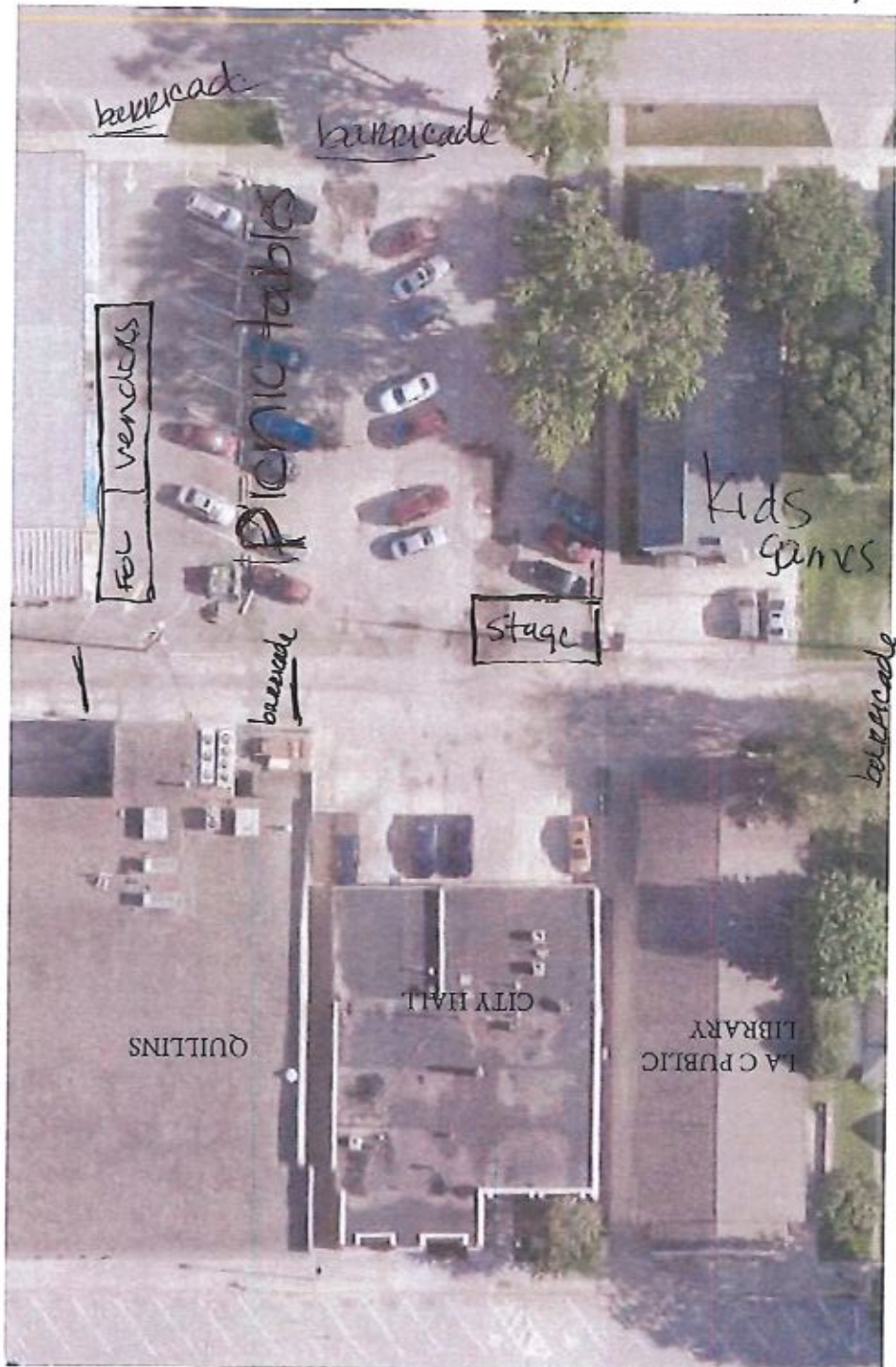


city Hall
plugins
for band

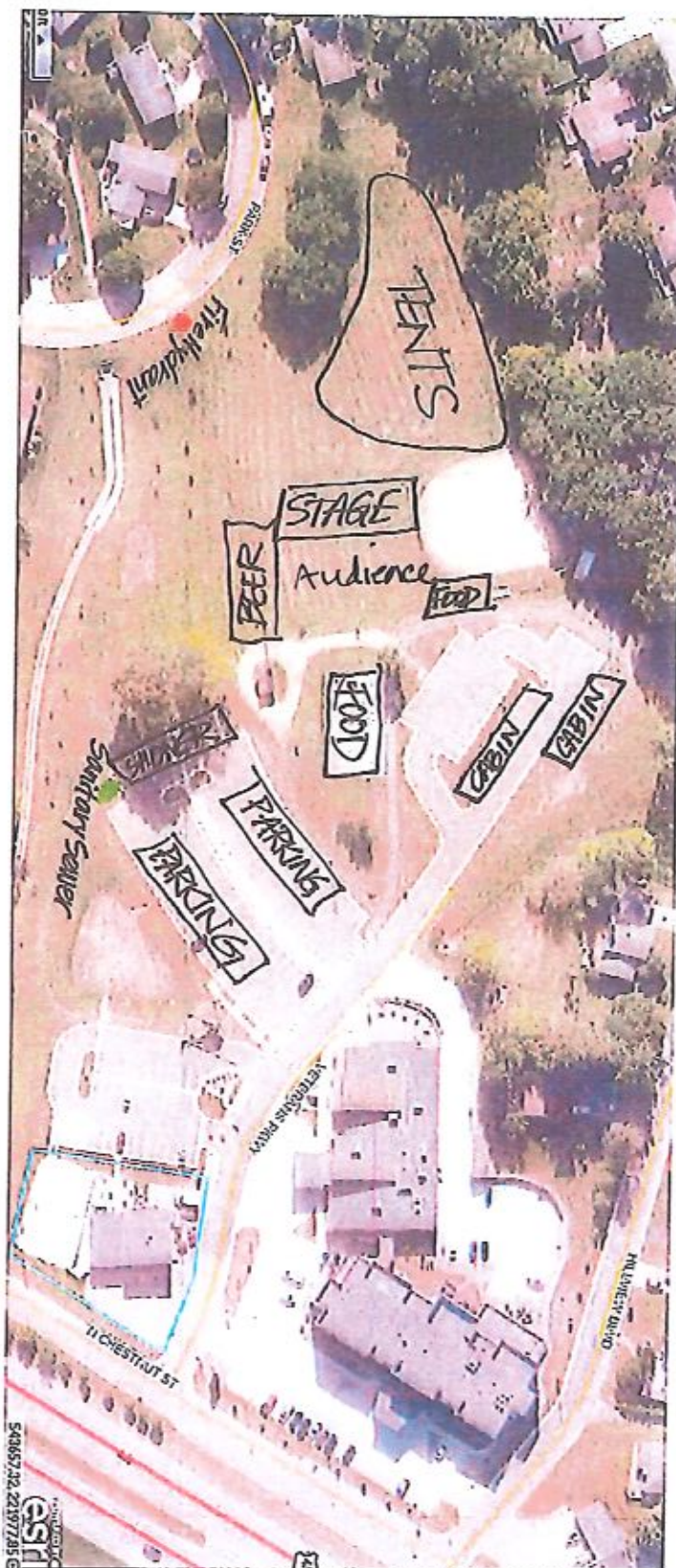
library -
bathrooms

Bathrooms
at
comm
building
also

July 28th - Salsa Del Soul
in city parking lot & grass lot
behind library



August 18th - BAM
@ Vets Park



#6.1

TO: Honorable Mayor and City Council Members
Park and Recreation Commission Members
FROM: Bill Waller, City Administrator
DATE: April 19, 2023
RE: Meeting Minutes
April 17, 2023

The La Crescent Park and Recreation Commission met at 5:30 p.m., on Monday, April 17, 2023, in the City Council Chambers at the La Crescent City Hall. The following members were present: Jon Steffes, Paul McLellan, Maseray Bangura, Patti Martell, Marge Loch-Wouters, and Diana Adamski. Commission member Sarah Wetterlin was not in attendance. Also in attendance were Teresa O'Donnell-Ebner, Chris Fortsch, Betsy Knowles, and Bill Waller.

1. It was the consensus of the Commission to approve the minutes of the March 20, 2023 Park and Recreation Commission meeting as presented.
2. The Commission reviewed an agreement with MSA to complete an ADA access audit and transition plan for the City's park and recreation facilities. Carter Arndt from MSA was in attendance at the meeting via Zoom to review the agreement. It was the consensus of the Park and Recreation Commission to recommend to the City Council that the agreement with MSA be approved to complete the ADA access audit and transition plan.
3. Summer Recreation Director Jon Steffes reviewed the programming for the upcoming 2023 summer recreation season, and discussed staffing levels for various programs. Discussion followed regarding limiting the initial sign-up for recreation programming to residents of ISD # 300 School District. It was agreed that the initial sign-up for each 2023 summer recreation programming session would be limited to residents of ISD #300, and that non-residents would be allowed to sign up for summer recreation programming at only the second sign-up date initially, and thereafter at the completion of the sign-up period for residents of ISD #300.
4. The Commission was updated on the Wieser Park Improvement Project, including the construction of the new park pavilion. Discussion followed regarding the rental fee for the new park pavilion and a reservation form. It was agreed that staff would prepare a draft reservation form that would be included on the agenda for the May Park & Recreation Commission meeting.
5. The Commission reviewed and discussed a draft of a new City ordinance for Parks, Playgrounds and Public Grounds. It was recommended that language be added to the ordinance prohibiting the sale of liquor without the appropriate liquor license and approval by the La Crescent City Council. It was agreed that the ordinance would be revised and added to the agenda for the May Park & Recreation Commission meeting for further review and discussion.

6. The Commission discussed trail maintenance and the recommendation from a meeting of community volunteers and staff to recommend that trail maintenance activities be coordinated by the City's Sustainability Coordinator, and that a work plan and time frame for each activity would be prepared and submitted to the City's Natural Resource Advisory Group for concurrence prior to the work being completed.
7. The Commission reviewed the Eagle Scout project to construct a dog park adjacent to South 7th Street.
8. Information was presented regarding the City's Safe Routes to School grant application that was awarded a \$223,280 grant from the Minnesota Department of Transportation for a 2027 improvement project.
9. Information was presented regarding the fourth phase of the Wagon Wheel Trail Improvement Project which is the construction of a Bicycle/Pedestrian Bridge over the west channel of the Mississippi River that is planned for construction in 2026.
10. The Commission was informed of the Natural Resource Advisory Groups volunteer day to pull garlic mustard at Vetsch Park that is planned for April 22, 2023.
11. Information was presented regarding data generated from the counter on the Bicycle/Pedestrian Bridge that records bicyclist usage on a monthly and daily basis, and on the Bicycling around Minnesota event planned for La Crescent in August of 2023.
12. It was agreed that the next Park & Recreation Commission meeting would be May 15, 2023.
13. There being nothing further to discuss, the meeting was adjourned at approximately 7:20 pm.

Natural Resource Advisory Group

4.20.2023 Minutes

Present: Betsy Knowles, Marge Loch-Wouters, Jim Nissen, Ruth Nissen, Randy Urich

Guests: Doug Stavenau, Greg Watson, Steve Hoff

I. Old Business

A. Garlic Mustard Volunteer Event planning for Saturday April 22.

1. No equipment needed as volunteers provide their own gloves.
2. City will provide trash bags and tarps.
3. Doug Stavenau from the City's Maintenance Department will be present and identify where pulled garlic mustard should be placed.
4. Bring gloves
5. Friday April 21 7 a.m., Ruth, Betsy and Marge will determine pull areas

B. Connections with La Crescent Public Library – Makerspace Challenge event for school kids ages 7-11 update, April 27

1. Randy has delivered the tree cookie... tree germinated in 1929 and historic events are marked
2. Marge is working with Emily to fine tune the program, which will include tree identification in areas by the library.

C. Migratory bird day - May 20

1. Currently this is still a "go"
2. Jim and Ruth will provide information for Betsy and Marge to write an article for the Houston County News

D. Tree Ordinance – postponed to May meeting

II. New Business

A. Proposed dog park off South 7th Street - discuss the project, removal of trees and impact to plants, flowers, etc. - postponed until Bill is available

B. Work Plan update

1. Review draft Trail Maintenance Meeting notes from 4/3/23
2. Discussed how this might be codified.
3. Discussed the need for a guide for how to evaluate any trail maintenance proposal. Betsy will set up a google document/check list into which the committee can propose relevant considerations, particularly as they relate to the Parks plan.

C. Kistler Park Native planting clean up – cutting residual vegetation

1. May 2 8:00 a.m
2. May 6 12:30 pm

D. Forest habitat monitoring - Randy will discuss possible dates with Val

E. Ideas/concerns suggested by guests were noted

Next meeting: Tuesday, May 9 3:45 pm.

Respectfully submitted, Betsy Knowles

LA CRESCENT CITY NEWS

Visit our Website www.cityoflacscent-mn.gov

Spring/Summer 2023



Pictured left to right back row: Council Member Teresa O'Donnell-Ebner, Library Board Member Susan Amble, Mayor Mike Poellinger, Katie Veglahn, Library Director Jess Witkins, Front Row Left to Right: Kiera Dulek, Tucker McCabe

Mayor for a Day Essay Winners

The League of Minnesota Cities has held a Mayor for a Day Essay Contest annually since 2013 for students from 4th to 6th grades. This year 560 students submitted essays throughout the State. Library Director Jess Witkins, Council Member Teresa O'Donnell-Ebner, and Library Board Member Susan Amble reached out to La Crescent schools for participation. La Crescent was fortunate enough to have four students from Crucifixion School win awards. Katie Veglahn (State winner), Liv Small (Honorable Mention at State Level), Kiera Dulek and Tucker McCabe (Local Honorees). Each student received an inscribed commemorative gavel at the March 27, 2023 City Council Meeting and also participated



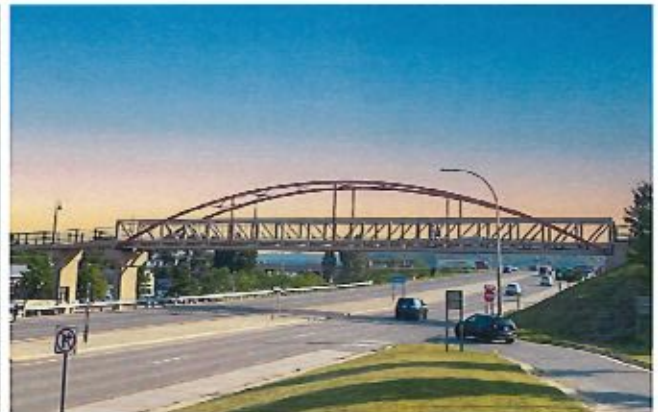
Pictured Left to Right: Tucker McCabe, Katie Veglahn, Kiera Dulek

in the meeting. Congratulations to our winners.

The Wagon Wheel Bicycle and Pedestrian Bridge, designed by WHKS & Co. was a Grand Award winner in the 2023 American Council of Engineering Companies in Minnesota (ACEC/MN) Engineering Excellence Award Competition. WHKS City Engineer Tim Hruska, Mayor Mike Poellinger, City Administrator Bill Waller, Assistant Utility Maintenance Supervisor Tyler Benish, Community Development Director Larry Kirch, and WHKS Engineer Justin Zimmerman were present to accept the award on February 24th in Minneapolis.



Pictured Left to Right: Tyler Benish, Tim Hruska, Mike Poellinger, Justin Zimmerman, Larry Kirch, Bill Waller



Wagon Wheel Bicycle and Pedestrian Bridge

Safe Routes to School (SRTS)

The City was awarded a SRTS Boost grant by the Minnesota Department of Transportation in the amount of \$33,061. Safe Routes to School Boost grants are intended to help boost Safe Routes to School Efforts and will cover all three schools within the community. Through these grant awards, the Minnesota Department of Transportation (MnDOT) supports communities with existing SRTS plans, or other comprehensive SRTS approaches in advancing non-infrastructure strategies for schools that support making it safe, easy, and fun for students to walk and bicycle to school. The "Boosting Biking and Walking from River to Ridge" grant awarded to La Crescent covers project coordination, bike fleets, a bike trailer, bike safety education and equipment, promotion of Safer Routes to School programs, and a bike rodeo. The grant dollars will be implemented between 2024-2027.





Keeping our Storm Sewers Clean: What is an Illicit Discharge?

Anything that goes into the storm sewer system that is not storm water is considered an illicit discharge including but not limited to: paint, grass clippings and leaves, pet waste, motor oils, lawn chemicals, and sidewalk deicers.

How do I Report an illicit discharge?

Step 1. Observe from a safe distance. DO NOT touch or smell the substance.

Step 2. Notify the Non-Emergency Police Dispatch 507-895 4414 (Available 24/7). In case of an emergency, call 911.

Step 3. Provide the following information: your name, phone number, discovery/incident time, date, and location, description of material, and source if known, estimated extent of the problem, take photographs of the scene and send them to: www.lacrescentwwtp@gmail.com

For more information on Storm Water Pollution and what you can do to prevent it, please visit our website: www.cityoflacrescent-mn.gov and select the 'Administration' menu title and then from the drop-down menu select 'Storm Water & Erosion Control'



City Compost Site and Recycling Center

The City Compost Site (Located on Main St. just beyond Classic Rock) is open **Mondays** from 2:00 pm until 7:00 pm and **Saturdays** from 8:00 am until 3:00 pm for the deposit of your trees, leaves and grass.

The Recycling Center - operated by Houston County, located at 160 S. 3rd Street (Take Chestnut St. to south side of the 'City-Door' building. The site is behind the building and across the railroad tracks). Hours are **Thursdays** from 10:00 am to 6:00 pm and **Saturdays** 8:00 am to 3:00 pm. For questions please call: 507-725-5800.



Wood Duck Houses

La Crescent Scout Troop #33 built and installed 14 metal wood duck boxes along the Horse Track Meadows hiking trail. The Scouts will be monitoring them for use in the spring and cleaning them in the fall.



Soak It Up Award

Congratulations to the La Crescent Elementary School for being the first property in La Crescent to be awarded the "Soak It Up Award" for the installation of their rain garden which plays an important role in reducing stormwater pollution.



La Crescent Food Shelf

The La Crescent Food Shelf is grateful for the support of community members, schools, churches, and most recently the Scouts Food Drive. They have seen an increase in visits and are

glad to be able to meet needs, thanks to their generous donors and volunteers. Your financial contributions have helped purchase food from their food banks and local stores to stock shelves. To learn more about how you can shop, support, or volunteer call 507-895-1115 or email lacrescentfoodshelf@gmail.com. Hours are Wednesday 1-5 PM, Thursday 2-6 PM, and the 2nd Saturday of the month 9 AM—Noon.



La Crescent Aquatic Center Opening

The La Crescent Aquatic Center is scheduled to open on Saturday, May 27th at 1:00 pm, weather permitting and will close on Sunday, August 20th at 5:00 pm. The Aquatic Center hours will vary the first two weeks that it is open, due to school still being in session and a limited staff. You can find a complete schedule on the City's website at cityoflacrescent-mn.gov/parks-recreation/aquatic-center.

Clean Up After Your Pets

As a friendly reminder from the La Crescent Police Department, it is required by city ordinance and common courtesy to clean up dog waste in our city's public spaces. The city has and continues to install dog waste stations in our public spaces. In addition, dogs and cats are required to be leashed within the city limits. Failing to abide by these rules can result in a citation. All dogs and cats within city limits are also required to be licensed at City Hall.

City Council Meetings Q & A

When and where are City Council Meetings held? Council meetings are held the second and fourth Monday's of each month at 5:30 p.m. in the City Hall Council Chambers at 315 Main Street.

Can anyone come to the meetings? Yes, City Council meetings are open to the public.





How can I find out what is on the Agenda? Agendas are posted on the City's website (www.cityoflacscent-mn.gov) the Friday before the meeting. They are found under the "City Government" tab. The Agenda's are also posted in the front windows of City Hall at both the main door and the Council Chamber door the Friday before the meeting.

Can I speak at the City Council Meeting? Members of the public can speak at the meeting regarding a topic that is on that night's agenda by filling out an Agenda Request Form by 5:15 the night of the meeting. Agenda Request Forms can be found on the website under the "City Government" tab, at the front desk of City Hall, or in the Council Chamber the night of the meeting.

What if I want to address something that is not on the Agenda? A request can be made by filling out an Agenda Request Form and turning it in at the front desk of City Hall by noon the Wednesday before a meeting. However, agendas can fill up weeks in advance so the request might not be put on the next immediate meeting. The City Administrator or the Deputy City Clerk will notify the individual when the requested topic will be addressed.

Stay Notified, Sign Up for Email

If you would like to be notified of updates that are placed on the City website, please sign up for email by visiting our website at www.cityoflacscent-mn.gov and scroll to the bottom of the home page and enter your email address.

CITY HALL
 315 Main St,
La Crescent, MN 55947
 (507) 895-2595
 Fax: (507) 895-8694
 7:30AM – 4:00PM Monday - Friday

Sign Up for Email
Get news delivered directly to your Inbox once a week!

Walnut Street Corridor Planning

The City received funding from the La Crosse Area Planning Committee (LAPC) for their Local Studies Program. The LAPC is the regional Metropolitan Planning Organization (MPO). The purpose of the planning project is to develop a plan for Walnut Street from South 1st Street to North 4th Street and to Veterans Park. The planning process will involve extensive input from the downtown businesses, residential property owners along the corridor, the hotel, taverns, and the event center. The goal of the project is to gain community consensus on a plan for the corridor. The City is working with MSA Professional Services on the planning study. The City's Economic Development Commission is serving as the project planning committee. Public outreach will be in the form of a pop-up event at the Farmers Market, and Public Informational meetings and Focus Group meetings. The planning study is expected to be concluded by early November.

Highway 16 to Miller's Corner - MnDOT Active Transportation Corridor Planning

The City of La Crescent was approved by the MnDOT Active Transportation Program for planning assistance for a corridor study from the new Wagon Wheel Bridge south to Miller's Corner (intersection of Minnesota Trunk Highways 16 and 26). Active Transportation is the term used for bicycling and walking trips for recreation, physical exercise and travel purposes. The planning study is nearing completion and will be presented to the public and the city council later this summer. The goal of the plan is to help determine how a multi-use trail could be constructed to Miller's Corner for bicyclists and pedestrians. It is hoped that a multi-use trail along Highway 16 could eventually connect the city to a future Root River Trail. The corridor study group consists of 26 community members, city staff, and MnDOT staff. MnDOT has a web page set up for the corridor planning study. [La Crescent Community Trail Action Plan | Let's Talk Transportation - MnDOT \(state.mn.us\)](#)

Building Permits

All permits for the City are done online. Visit our website at: www.cityoflacscent-mn.gov 'Administration' tab, 'Building & Zoning' sub-tab. If you are unsure if a permit is required, please call 507-895-2595 and ask for the Zoning Department.

Prescription Drug Drop-off Box

The Prescription Drug Drop-off box is located in City Hall and may be accessed during regular business hours 7:30 am - 4:00 pm M-F. Meds can remain in their original containers. No need to remove or mark-out the labels. This is a confidential disposal unit. *No liquids or needles accepted.*

La Crescent Public Library



Monday, Wednesday,
and Friday
(10:00 am - 6:00 pm)

Tuesday and Thursday
(10:00 am - 6:00 pm)

Saturday
(10:00 am - 2:00 pm)

For more information visit the
La Crescent Library Website at:
www.lacscent.lib.mn.us



Pay Your Water Bill With Online Pay

The City of La Crescent partners with PSN which is a national payment that residents can use to pay their water and sewer bill online. Visit our website: www.cityoflacscent-mn.gov, menu item 'Pay My Bill.' You can also call 877-885-7968 for assistance.

Pay now, schedule a payment or set up Auto-Pay. Please opt out of paper bills to help save money and be GREEN. An email is sent when your bill is ready. If you choose to use this service we recommend setting your payment date no later than the 10th or 12th of the month.

City Hall Summer Holiday Closings

Memorial Day	Monday, May 29th
Fourth of July	Tuesday, July 4th
Labor Day	Monday, Sept. 4th

The City is currently accepting applications for City Boards/Commissions/Committees. If you or someone you know are interested, please visit the City Government link on our website. The application is available on any of the Commission/Committee links. Applications can also be picked up at the front desk of City Hall.

Are you new to La Crescent? View the 'Welcome to La Crescent' guide on our website or pick up a copy at City Hall, 315 Main Street.

Would you be willing to help the City in our continued effort of going "Green?" Please consider receiving future newsletters as well as weekly updates by signing up to receive email from the City. Visit: www.cityoflacrescent-mn.gov and scroll to the bottom of the front page to sign up.

Arbor Day Tree Planting 2023

Members from the community, Lions Club, and City Maintenance Department took part in the annual Arbor Day tree planting on Friday, April 28th.



City Council

The City Council meets at 5:30 p.m. on the 2nd and 4th Mondays every month in the City Council Chamber. Meetings are open to the public.

Council Members:

Mayor - Mikel Poellinger

Ryan Hutchinson

Cherryl Jostad

Teresa O'Donnell-Ebner

Dale Williams

Council Agenda's, Meeting minutes, and Meeting packets can be found on the City website:

www.cityoflacrescent-mn.gov
'City Government' tab.

La Crescent
Newsletter

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