

CITY OF LA CRESCENT

AGENDA

REGULAR MEETING

LA CRESCENT COMMUNITY BUILDING

336 SOUTH FIRST STREET

AUGUST 28, 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 – AUGUST 14, 2023
- 1.2 BILLS PAYABLE THROUGH AUGUST 25, 2023
- 1.3
- 1.4

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 SHORT TERM RENTAL ORDINANCE
- 3.2 AGENDA REQUEST – LA CRESCENT ANIMAL RESCUE
- 3.3 AGENDA REQUEST – TIM DWYER/RAILROAD ACTIVITIES
- 3.4 AGENDA REQUEST – MIKE FITZPATRICK/DOG PARK
- 3.5 DONATION RESOLUTIONS
- 3.6 PUBLIC LIBRARY – REQUEST USE OF SPACE
- 3.7 JOINT POWERS AGREEMENT – STATE OF MINNESOTA
- 3.8 CHANGE TIME FOR CITY COUNCIL MEETINGS
- 3.9
- 3.10
- 3.11
- 3.12
- 3.13

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
AUGUST 28, 2023
5:30 P.M.

5. MAYOR'S COMMENTS

5.1 PROCLAMATION

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 WIESER PARK PAVILION RIBBON CUTTING

6.2 HOME ENERGY SQUAD

6.3 GREENSTEP MINUTES – AUGUST 2, 2023

6.4

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

1.1

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
AUGUST 14, 2023

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of August was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, August 14th, 2023.

Upon a roll call taken and tallied by the Deputy Clerk, 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, Public Works Director Tyler Benish, and Deputy Clerk Angie Boettcher.

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 – JULY 24, 2023
- 1.2 BILLS PAYABLE THROUGH – AUGUST 11, 2023
- 1.3

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

ITEM 3.1 – REVIEW SHORT-TERM RENTAL ORDINANCE

The following citizens attended the City Council meeting and addressed City Council regarding the current Short-Term Rental Ordinance: Gregory Lapoint, Noel Stein, Dave Loberg, Stephanie Loberg, Kim Siegersma, April Farrell, Gene Schellhorn, Jeff Hothaus, Ross Martin, Tom Ezdon, Vonnie Levenick, and Allison Davis.

It was the consensus of the City Council to have Attorney Wieser make highlighted changes and drafts to the current Short-Term Rental Ordinance and include alternative language for the Central Business District regarding a contact person and bring it back to the August 28th City Council meeting.

ITEM 3.2 – LETTER OF UNDERSTANDING – OVERLOOK PLAZA

City Council reviewed two Letters of Understanding between the City of La Crescent and the University of Minnesota's Resilient Communities Program (RCP). The first Letter of Understanding matches a graduate-level class with the city to create a recognition project at Overlook Plaza to better document the indigenous history in the City of La Crescent and SE Minnesota. The second Letter of Understanding is for a design class and a landscape architecture class. The landscape architecture class will take the information and input from the first indigenous history class and translate that into conceptual designs for incorporating indigenous history in the design of Overlook Plaza. The fee for the University of Minnesota Program is \$6,000. The City is required to match the Blandin Foundation Grant at \$20,000 and the expenses for both projects will cover a portion of the City's required match. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE TWO LETTERS OF UNDERSTANDING BETWEEN THE CITY OF LA CRESCENT AND THE UNIVERSITY OF MINNESOTA'S RESILIENT COMMUNITIES PROGRAM AS STATED.

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

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

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

ITEM 3.3 – CHILD CARE INITIATIVE – WAIVE PORTION OF FEE

City Council reviewed a letter from the Houston County Community Solution Action Plan – Core Team requesting the City of La Crescent waive its city costs for First Aid and CPR Training for childcare providers and new employees as one of the obstacles in the childcare field is ongoing training including first aid and CPR training. The Core Team is working with Cassie Buehler in the La Crescent Fire Department to organize training events. Houston County has agreed to pay for the certificate for anyone attending the class in relation to childcare. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE WAIVING THE CITY COSTS FOR FIRST AID AND CPR TRAINING FOR CHILDCARE PROVIDERS AND NEW EMPLOYEES TRAINING WITH CASSIE BUEHLER FROM THE LA CRESCENT FIRE DEPARTMENT AND HOUSTON COUNTY AGREEING TO PAY FOR THE CERTIFICATE FOR ANYONE ATTENDING THE CLASS IN RELATION TO CHILDCARE.

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

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

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

ITEM 3.4 – LAND EXCHANGE AGREEMENT

Attorney Wieser reviewed with City Council for approval a Land Exchange Agreement between the City of La Crescent and VSC in regards to the property located at 328 1st Street South in the City of La Crescent. The purpose of the agreement is to provide the City with a five (5) year option period to acquire the VSC property. There are two (2) scenarios by which the City can acquire the property.

1. The City can purchase the property for Three Hundred Forty-Seven Thousand 00/100 dollars (\$347,000.00). If the City elects this option, the City will simultaneously provide VSC the option to purchase the City Hall property located at 315 Main Street in the City also for Three Hundred Forty-Seven Thousand 00/100 dollars (\$347,000.00).
2. The parties may trade parcels simultaneously. Again, using a valuation of \$347,000.00 as the respective trade values.

This agreement was set up to provide the city flexibility in the event the city may elect to construct a new City Hall facility in phase. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE LAND EXCHANGE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND VSC IN REGARD TO ACQUIRING THE PROPERTY LOCATED AT 328 1ST STREET SOUTH IN THE CITY OF LA CRESCENT TO PROVIDE THE CITY WITH A FIVE (5) YEAR OPTION PERIOD TO ACQUIRE THE VSC PROPERTY WITH A VALUATION OF THREE HUNDRED FORTY-SEVEN THOUSAND 00/100 (\$347,000.00) WITH THE TWO OPTIONS AS PRESENTED. INCLUDED WITH THE MOTION IS AUTHORITY FOR CITY ATTORNEY TO MAKE CLERICAL CHANGES TO AGREEMENT.

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

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

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

ITEM 3.5 – HIRING RECOMMENDATION

City Council reviewed a letter from City Finance Director Kara Tarrence recommending City Council approve hiring Amy Jore for the position of Accountant with the City of La Crescent. Ms. Jore would start at Step 3 in the AFSME Union salary schedule and serve a six-month probationary period. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE THE HIRING OF AMY JORE FOR THE ACCOUNTANT POSITION WITH THE CITY OF LA CRESCENT WITH MS. JORE STARTING AT STEP 3 OF THE AFSCME UNION SCHEDULE AND SERVING A SIX-MONTH PROBATIONARY PERIOD.

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

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

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

ITEM 3.6 – 2024 MnDOT TRANSIT APPLICATION RESOLUTION

City Council reviewed a resolution to approve the State Transit Operating Assistance application for 2024. The resolution is adopted and submitted to MnDOT each year. In 2023, the City will receive approximately \$242,000 in Federal and State funds to operate the local bus service. It was recommended that the City Council adopt the resolution. Following review and discussion, Member Hutchinson introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 08-23-27

**RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LA CRESCENT
ENTERING INTO AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE
PUBLIC TRANSPORTATION IN THE CITY OF LA CRESCENT**

The City of La Crescent, Minnesota has resolved to apply for the 2024 Greater Minnesota Transit Operating Grant and enter into an Agreement with the State of Minnesota to provide public transportation in the City of La Crescent.

FURTHER RESOLVED that the City of La Crescent, Minnesota agrees to provide a local share of up to fifteen percent (15%) of the total operating costs and up to twenty percent (20%) of total capital costs.

FURTHER RESOLVED that the City of La Crescent, Minnesota agrees to provide one hundred percent (100%) of the local share necessary for expenses that exceed funds available from the State.

FURTHER RESOLVED that the City of La Crescent, Minnesota authorizes the Mayor and/or City Administrator to execute the aforementioned Agreement and any amendments thereto.

FURTHER RESOLVED that the City Administrator or Transit Manager is hereby authorized to execute requests for reimbursement to the Minnesota Department of Transportation.

Adopted this 14th day of August, 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 Deputy Clerk, the following Members voted in favor thereof viz;

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

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

ITEM 3.7 – APPLEFEST – REQUEST FOR ASSISTANCE

City Council reviewed a letter from Tammy Stremcha, on behalf of the Applefest Board of Directors requesting assistance from the City of La Crescent to help coordinate the 75th Applefest including preparing the carnival area, installing signs, installing stakes and fencing, a water line for the King Apple Tent, use of city garbage cans, picnic tables, and trailer, as well as help barricading the staging route for the King Apple Parade, and use of eight golf cars during the King Apple Parade. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE ASSISTANCE FROM THE CITY FOR PREPARATION OF THE 75TH APPLEFEST AS STATED.

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

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

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

ITEM 3.8 – ORDINANCE PROHIBITING CANNABIS IN PUBLIC SPACES

Attorney Wieser reviewed with City Council for approval an Ordinance prohibiting the use of cannabis and hemp in public places, a letter from Police Chief Ahlschlager was also included. Following discussion, Member O'Donnell-Ebner introduced the following ordinance and moved its passage and adoption:

ORDINANCE NO. 572

AN ORDINANCE OF THE CITY OF LA CRESCENT AN ORDINANCE PROHIBITING CANNABIS AND HEMP USE IN PUBLIC PLACES

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

SECTION I – DEFINITIONS.

- (a) For purposes of this section, the terms “cannabis flower,” “cannabis products,” “lower-potency hemp edibles,” and “hemp-derived consumer products” shall have the definitions given to them in Minnesota Statutes, section 342.01, as it may be amended from time to time.
- (b) For purposes of this section, “public place” is defined as any indoor or outdoor area that is used or held out for use by the public whether owned or operated by public or private interests. Pursuant to Minnesota Statutes, section 152.0263, subd. 5, “public place” does not include the following: (i) a private residence, including the person's curtilage or yard; (ii) private property not generally accessible by the public; and (iii) the premises of an establishment or event licensed to permit on-site consumption of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

SECTION II – PUBLIC USE PROHIBITED.

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place. A violation of this section shall be considered a petty misdemeanor notwithstanding any other penalty provision in the city code.

SECTION III This ordinance shall be effective upon its adoption and publication.

PASSED AND ENACTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

The foregoing motion was duly seconded by Member Hutchinson and upon a roll call vote taken and tallied by the Deputy Clerk, 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.

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 572 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
Mike Poellinger	Yes

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

ITEM 3.9 – WIESER PARK DEDICATION/RIBBON CUTTING

City Council reviewed a memo from City Administrator Bill Waller regarding upcoming events at Wieser Park. The first is a donor/contributor recognition event by invitation only with costs being covered by private donation. The second is a ribbon-cutting ceremony to be held on Tuesday, September 12, 2023, at 5:30 p.m. hosted by the City of La Crescent and the public is invited and encouraged to attend. This was informational only, no action required.

ITEM 3.10 – DONATION RESOLUTIONS

City Council reviewed a Resolution regarding the acceptance of donations to the City for the month of July and August. Following review and discussion, Member Jostad introduced the following Resolutions and moved their passage and adoption as follows:

RESOLUTION NO. 08-23-28

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

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

1. TJ's Auto Glass Inc. wishes to donate \$100.00 to the LCPD/Neighbor's Night Out.

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

ADOPTED this 14th day of August 2023.

SIGNED:

Mayor

ATTEST:

RESOLUTION NO. 08-23-29

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT IN AUGUST 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 August, 2023:

1. Al "Skip" Wieser, III and Trisha L. Wieser wish to donate \$400.00 in memory of Karen Wieser to Wieser Memorial Park Improvement Project to be used for the specific purpose of installation of flowers at the shelter facility.

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 14th day of August, 2023.

SIGNED: _____
Mayor

ATTEST: _____
City Administrator

The motion for the adoption of the foregoing resolutions was duly seconded by Member Hutchinson and upon a roll call vote taken and tallied by the Deputy Clerk, 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 – STREET CLOSURE REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting a Street Closure for Nicole's School of Dance on Saturday, October 14, 2023 from 4:00 p.m. to 7:00 p.m. for their annual Trunk or Treat Party. The event will take place in the parking lot between Nicole's School of Dance studio and the Montessori School, however due to safety concerns they are requesting the portion of South Oak Street from South 14th Street and South 11th Street be closed for the event. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE CLOSURE OF SOUTH OAK STREET FROM SOUTH 14TH STREET TO SOUTH 11TH STREET ON SATURDAY, OCTOBER 14TH, 2023 FROM 4:00 P.M. TO 7:00 P.M FOR NICOLE'S SCHOOL OF DANCE ANNUAL TRUNK OR TREAT PARTY.

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

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

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

ITEM 3.12 – PARADE REQUEST

City Council reviewed a letter from Police Chief Luke Ahlschlager requesting approval for a Parade Permit for temporary street closure at the intersection of Main Street and Walnut Street for the 5th Annual Thriller Performance organized by Meagan Waddell to be held on Sunday, October 29th, 2023 at 6:00 p.m. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

MOTION TO APPROVE A TEMPORARY STREET CLOSURE AT THE INTERSECTION OF MAIN STREET AND WALNUT STREET FOR THE 5TH ANNUAL THRILLER PERFORMANCE ON SUNDAY, OCTOBER 29TH, 2023 AT 6:00 P.M.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 City Council reviewed a letter from Public Works Director Tyler Benish regarding the Watershed Severe Drought Warning Response.

9, CHAMBER OF COMMERCE

Chamber of Commerce representative Kim Siegersma was in attendance, the Chamber had no updates.

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 Deputy Clerk, 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 6:50 PM

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: August 25, 2023
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending August 25, 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
ABILITY BUILDING CENTER INC						
16963	FD - CLEANING COMM RM	06/30/2023	286.00	.00		
16963	FD - CLEANING STATION	06/30/2023	148.50	.00		
16966	CITY HALL - SHREDDING	06/30/2023	33.99	.00		
16966	CITY HALL - CLEANING	06/30/2023	152.75	.00		
17322	FD - CLEANING COMM RM	07/31/2023	247.50	.00		
17322	FD - CLEANING STATION	07/31/2023	312.00	.00		
17325	CITY HALL - SHREDDING	07/31/2023	45.32	.00		
17325	CITY HALL - CLEANING	07/31/2023	156.00	.00		
Total 8085:			1,382.06	.00		
ALL STAR PRO GOLF INC						
INV34212	GC - PENCILS	08/08/2023	271.16	.00		
Total 51:			271.16	.00		
AMAZON CAPITAL SERVICES						
114D-391P-D3D	PD - TV FOR OFFICE CAMERAS	08/15/2023	249.99	.00		
16FY-T1RN-KYJ	CITY HALL- SAFE	08/15/2023	183.00	.00		
1763-VTP4-YCC	GC-GOLF CART PARTS	08/13/2023	349.13	.00		
176G-6WWF-RR	FD - TRAINING BOOK	08/17/2023	120.48	.00		
19LJ-VT36-7NP7	WIESER PARK PAVILION TRASH BINS	08/19/2023	515.59	.00		
1C6Q-31GK-C4G	CITY - OFFICE FURNITURE	08/09/2023	1,030.00	.00		
1CDG-VHJV-7QL	LIBRARY - BOOKS	08/19/2023	42.92	.00		
1DJC-RJTK-EL1	PD- ANIMAL CONTROL	08/17/2023	133.98	.00		
1KPT-TTD3-91Q	LIBRARY - PROGRAM SUPPLIES	08/14/2023	14.66	.00		
1KR1-M43M-MM	MAINTENCE SHOP- VAC FILTER	08/06/2023	34.99	.00		
1L31-TQVC-TP3	B&Z - WIPER BLADE	08/07/2023	7.99	.00		
1LFR-9G1K-CTL	GC-GOLF CART PARTS	08/15/2023	252.76	.00		
1LVV-RHFP-YHX	WIESER PARK -RUBBER FEET FOR PICNIC TABLES	08/13/2023	137.90	.00		
1LVV-RHRP-Y6J	GC-GOLF CART PARTS	08/13/2023	111.94	.00		
1MDH-QTDF-Q4	CITY - OFFICE SUPPLIES	08/07/2023	374.37	.00		
1R7F-6JHJ-GHR	FD - TRAINING BOOK	08/15/2023	86.71	.00		
1RQF-WMC9-9T	PD- TRAINING EQUIPMENT	08/15/2023	19.99	.00		
1VNJ-9QLQ-RN3	B&Z - WIPER BLADE - CREDIT	08/07/2023	6.70	.00		
1WDY-C1Y7-ND	CITY - OFFICE SUPPLIES	07/21/2023	616.74	.00		
1WDY-C1Y7-ND	STREET - WIPER BLADE FOR BOBCAT	07/21/2023	70.30	.00		
1WDY-C1Y7-ND	B&Z - WIPER BLADE	07/21/2023	6.70	.00		
1WFM-JTPN-WC	GC - MOWER PARTS	08/08/2023	218.37	.00		
1WGN-NR7G-1L	PD - OFFICE SUPPLIES	08/18/2023	52.90	.00		
1WGN-NR7G-1L	CITY - OFFICE SUPPLIES	08/18/2023	158.82	.00		
1YDK-N161-7TC	LIBRARY - CLEANING SUPPLIES	08/14/2023	29.68	.00		
Total 9956:			4,813.21	.00		
ANCHOR SOLAR INVESTMENTS LLC						
46	MAINTENANCE BLDG - SOLAR	08/01/2023	372.26	.00		
46	RADIUM PLANT - SOLAR	08/01/2023	372.26	.00		
46	ANIMAL RESCUE - SOLAR	08/01/2023	190.88	.00		
Total 9859:			935.40	.00		
AT&T MOBILITY						
7/23 FIRE	FD - WIRELESS	07/31/2023	100.22	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9870:			100.22	.00		
B & T TECHNICAL SERVICES, LLC						
1339	COMM BLDG - SOLAR ELECTRICAL SERVICE	07/31/2023	545.98	.00		
Total 9680:			545.98	.00		
BAKER & TAYLOR						
2037643286	LIBRARY - BOOKS GRANT FUNDED	07/06/2023	237.49	.00		
2037670773	LIBRARY - BOOKS GRANT FUNDED	07/18/2023	318.66	.00		
H65522521	LIBRARY - BOOKS	07/21/2023	29.99	.00		
Total 8022:			586.14	.00		
BAKKUM, DOUGLAS						
08/10/2023	G. C. - USED GOLF BALLS FOR RESALE	08/10/2023	240.00	.00		
Total 9326:			240.00	.00		
BATTERIES PLUS						
P65094038	WELL HOUSE BATTERY	08/21/2023	60.12	.00		
Total 9428:			60.12	.00		
BAUMGARTNER, DAVE						
714241	DOG PARK- TREE REMOVAL	08/01/2023	700.00	.00		
Total 8714:			700.00	.00		
BERNIE J BUCHNER INC						
880243	POOL - HEATER REPAIR	08/08/2023	1,084.88	.00		
880293	ORCHARD VIEW- WATER BOOSTER LEAK REPAIR	08/14/2023	560.61	.00		
Total 129:			1,645.49	.00		
BRAUN INTERTEC CORPORATION						
B354049	WIESER PARK - MATERIAL TESTING	08/17/2023	194.50	.00		
Total 9691:			194.50	.00		
CITY TREASURER'S OFFICE						
191426 JULY 202	WASTEWATER TO LA CROSSE	07/31/2023	28,337.41	.00		
Total 1086:			28,337.41	.00		
CLASSIC ROCK PRODUCTS INC						
995	PARKS - MULCH	07/11/2023	700.99	.00		
Total 278:			700.99	.00		
CORKY'S PIZZA & ICE CREAM						
08/09/2023	LUNCH FOR WALNUT STREET OUTREACH	08/09/2023	52.60	.00		
08/23/2023	FD - CO-OP MEETING	08/23/2023	52.60	.00		
Total 241:			105.20	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COULEE REGION ECOSCAPES						
2719	FLAGSTONE FOR JOHN S HARRIS PARK	08/14/2023	350.00	.00		
Total 10003:			350.00	.00		
CULLIGAN WATER CONDITIONING						
285X20996405	FD - WATER COOLER RENTAL	08/01/2023	39.95	.00		
Total 231:			39.95	.00		
DAVY LABORATORIES						
23H0231	WATER - SAMPLES	08/10/2023	96.30	.00		
23H0371	WATER - SAMPLES	08/18/2023	96.30	.00		
Total 312:			192.60	.00		
DEMCO INC						
7348700	LIBRARY - PROCESSING MATERIALS	08/15/2023	143.99	.00		
Total 316:			143.99	.00		
E O JOHNSON CO.						
INV1360016	QTRLY COMPUTER SUPPORT- POLICE	06/18/2023	506.76	.00		
INV1360016	QTRLY COMPUTER SUPPORT-WATER	06/18/2023	2,153.73	.00		
INV1360016	QTRLY COMPUTER SUPPORT-CLERK	06/18/2023	506.76	.00		
INV1360016	QTRLY COMPUTER SUPPORT-FIRE	06/18/2023	3,547.32	.00		
INV1360016	QTRLY COMPUTER SUPPORT- PUB WORKS	06/18/2023	506.76	.00		
INV1360016	QTRLY COMPUTER SUPPORT-GC	06/18/2023	1,013.52	.00		
INV1360016	QTRLY COMPUTER SUPPORT- B&Z	06/18/2023	506.76	.00		
INV1360016	QTRLY COMPUTER SUPPORT- SEWER	06/18/2023	2,153.73	.00		
INV1360016	QTRLY COMPUTER SUPPORT- STREETS	06/18/2023	506.76	.00		
INV1360016	QTRLY COMPUTER SUPPORT-LIC BUR	06/18/2023	1,266.90	.00		
INV1360017	DUO AUTHENTICATION- LIC BUR	06/06/2023	45.05	.00		
INV1360017	DUO AUTHENTICATION- FIRE	06/06/2023	45.05	.00		
INV1360017	DUO AUTHENTICATION- SEWER	06/06/2023	10.60	.00		
INV1360017	DUO AUTHENTICATION- STREETS	06/06/2023	10.60	.00		
INV1360017	DUO AUTHENTICATION- CLERK	06/06/2023	26.50	.00		
INV1360017	DUO AUTHENTICATION- WATER	06/06/2023	10.60	.00		
INV1360017	DUO AUTHENTICATION- POLICE	06/06/2023	68.90	.00		
INV1360017	DUO AUTHENTICATION- GC	06/06/2023	26.50	.00		
INV1360017	DUO AUTHENTICATION- PUB WORKS	06/06/2023	10.60	.00		
INV1360017	DUO AUTHENTICATION- B&Z	06/06/2023	10.60	.00		
INV1360018	EO JOHNSON - OFFICE 365	06/21/2023	200.00	.00		
INV1360019	EO JOHNSON -SERVER NETWORK UPDATE	06/28/2023	30,510.00	.00		
INV1360020	MICROSOFT SERVER 2022 LICENSE	06/28/2023	1,095.00	.00		
INV1380327	DUO AUTHENTICATION- CLERK	08/09/2023	27.00	.00		
INV1380327	DUO AUTHENTICATION- B&Z	08/09/2023	15.80	.00		
INV1380327	DUO AUTHENTICATION- STREETS	08/09/2023	10.80	.00		
INV1380327	DUO AUTHENTICATION- POLICE	08/09/2023	70.20	.00		
INV1380327	DUO AUTHENTICATION- GC	08/09/2023	27.00	.00		
INV1380327	DUO AUTHENTICATION- FIRE	08/09/2023	45.90	.00		
INV1380327	DUO AUTHENTICATION- WATER	08/09/2023	10.80	.00		
INV1380327	DUO AUTHENTICATION- PUB WORKS	08/09/2023	10.80	.00		
INV1380327	DUO AUTHENTICATION- LIC BUR	08/09/2023	45.90	.00		
INV1380327	DUO AUTHENTICATION- SEWER	08/09/2023	10.80	.00		
INV1382524	EO JOHNSON - OFFICE 365	08/11/2023	200.00	.00		
INV1382525	EO JOHNSON - OFFICE 365	08/21/2023	200.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8614:			45,414.00	.00		
E O JOHNSON CO INC - LEASE						
34660809	GC - COPY MACHINE/PRINTER	08/07/2023	73.00	.00		
Total 9397:			73.00	.00		
FIVE STAR TELECOM INC						
54552	PD- CITY CAMERA REPAIRS	08/02/2023	284.00	.00		
54582	WIESER PARK - SECURITY CAMERAS	08/04/2023	5,560.05	.00		
Total 9587:			5,844.05	.00		
FLAGSHIP RECREATION						
F21521	BIKE RACKS - GRANT FUNDED	08/16/2023	400.00	.00		
F21528	VALLEY SOUTH PARK - SWING REPAIR	08/16/2023	1,304.00	.00		
Total 9160:			1,704.00	.00		
GARDEN FOR WILDLIFE, INC						
D749	MCINTOSH RAIN GARDEN	08/08/2023	115.00	.00		
Total 10127:			115.00	.00		
GOODYEAR AUTO SERVICE CENTER						
0000052356	PARK- MOWER REPAIR	08/17/2023	185.53	.00		
Total 607:			185.53	.00		
GRAF ELECTRIC, INC.						
20473	STREET LIGHT REPAIRS	08/21/2023	5,958.01	.00		
Total 619:			5,958.01	.00		
HABITAT FOR HUMANITY OF THE GREATER LA C						
10821	SIGNAGE- JOHN S HARRIS PARK	08/01/2023	546.81	.00		
Total 10124:			546.81	.00		
HAWKINS INC.						
6551470	WATER PLANT - CHEMICALS	08/15/2023	30.00	.00		
Total 512:			30.00	.00		
JET-BLACK						
JOB#1,183,124	WIESER PARKING LOT- SEAL COAT	08/01/2023	2,028.18	.00		
Total 10125:			2,028.18	.00		
LA CRESCENT ANIMAL RESCUE						
JAN-JUNE 2023	13 CATS @ \$100/EACH	06/30/2023	1,300.00	.00		
Total 8575:			1,300.00	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
7/23 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/14/2023	1,435.46	1,435.46	08/15/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9810:			1,435.46	1,435.46		
LA CRESCENT AUTO REPAIR, INC						
27738	B&Z - VEHICLE MAINTENANCE	08/14/2023	54.45	.00		
Total 8168:			54.45	.00		
LA CRESCENT CHAMBER OF COMMERCE						
7/23 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/14/2023	1,435.46	1,435.46	08/15/2023	
Total 1142:			1,435.46	1,435.46		
LA CROSSE AREA CONVENTION AND						
7/23 LODGING T	LODGING TAX - MARKETING & PROMO AGREEMENT	08/14/2023	4,490.40	4,490.40	08/15/2023	
Total 9824:			4,490.40	4,490.40		
LA CROSSE GLASS COMPANY INC						
343079	FD - BUILDING MAINTENANCE SERVICE	07/27/2023	510.00	.00		
Total 2471:			510.00	.00		
LA CROSSE SEED CORPORATION						
SI-2403556	PARKS - SEED	07/28/2023	202.24	.00		
Total 1198:			202.24	.00		
LEAGUE OF MN CITIES INS TRUST						
21226	WC DEDUCTIBLE - PD	08/01/2023	646.68	.00		
8426	V. MARTIN CLAIM	08/18/2023	666.00	.00		
Total 1116:			1,312.68	.00		
LIND, CARL						
101	GC - USED BALLS FOR RESALE	08/21/2023	200.00	.00		
Total 10110:			200.00	.00		
MAYO CLINIC AMBULANCE SERVICE						
5/17/23 CPR #2	CPR CLASS FOR POOL EMPLOYEES	05/17/2023	480.00	.00		
7/1/23 CPR	CPR CLASS	08/04/2023	108.00	.00		
Total 8150:			588.00	.00		
MENARDS-LA CROSSE						
871000	CITY HALL - REMODEL	08/02/2023	125.35	.00		
87612	LIBRARY- BUILDING REPAIR	08/13/2023	67.95	.00		
87647	FD - CLEANING SUPPLIES	08/14/2023	85.23	.00		
87647	SHOP - SMALL TOOLS	08/14/2023	109.99	.00		
87721	CITY HALL - REMODEL	08/15/2023	236.50	.00		
87784	CITY HALL - REMODEL	08/16/2023	325.64	.00		
Total 1352:			950.66	.00		
MIENERGY COOPERATIVE						
7/23 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	07/31/2023	245.81	245.81	08/23/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/23 STMT	ELECT UTILITIES-GC POP MACH.	07/31/2023	152.71	152.71	08/23/2023	
7/23 STMT	ELECT UTILITIES-GC CLUBHOUSE	07/31/2023	1,687.38	1,687.38	08/23/2023	
7/23 STMT	ELECT UTIL-GC IRRIGATION & PARKING LOT LIGHTS	07/31/2023	1,130.34	1,130.34	08/23/2023	
7/23 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	07/31/2023	144.40	144.40	08/23/2023	
7/23 STMT	ELECT UTILITIES - WIESER PARK	07/31/2023	97.24	97.24	08/23/2023	
Total 2012:			3,457.88	3,457.88		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
8/18/23P/R00156	MN CHILD SUPPORT	08/21/2023	640.97	640.97	08/21/2023	
Total 9597:			640.97	640.97		
MINNESOTA DEPARTMENT OF HEALTH						
DORSCHNER C	J. DORSCHNER- EXAM FEE WTR CLASS C	08/25/2023	32.00	.00		
Total 1396:			32.00	.00		
MINNESOTA PUMP WORKS						
INV021975	GRINDER PUMPS - SHORE ACRES	08/17/2023	7,695.00	.00		
Total 9637:			7,695.00	.00		
MORRIS ELECTRONICS INC.						
3691	B&Z - NEW EMPLOYEE EMAIL & SHARED MAILBOX SETU	07/13/2023	125.00	.00		
3696	GC- WIFI INSTALL	07/14/2023	1,422.70	.00		
3698	FD- WIFI ISSUES	07/14/2023	798.85	.00		
3698	GC- WIFI ISSUES	07/14/2023	798.85	.00		
3822	FINANCE DIRECTOR- PRINTER	07/25/2023	665.09	.00		
3823	ACCOUNTANT- DESKTOP COMPUTER	07/25/2023	1,580.83	.00		
3824	PUBLIC WORKS DIRECTOR- COMPUTER	07/25/2023	1,580.83	.00		
3894	SUSTAINABILITY CORDINATOR- LAPTOP	07/31/2023	1,746.70	.00		
3895	ACCOUNTANT- LAPTOP COMPUTER AND DOCKING STAT	07/31/2023	1,746.70	.00		
3896	DMV- ACCESS POINT	07/31/2023	347.54	.00		
3897	FD- ACCESS POINT	07/31/2023	264.72	.00		
3929	PRINTER ISSUES	07/31/2023	62.50	.00		
3953	FRONT DESK USER LOCKED	08/01/2023	62.50	.00		
3982	PD- SQUAD CAMERA ISSUES	08/07/2023	62.50	.00		
3994	PD- SQUAD COMPUTER ISSUES	08/07/2023	62.50	.00		
4002	WATCHGUARD CAMERA ISSUES	08/07/2023	375.00	.00		
4036	WIESER PARK- DOOR LOCK SYSTEM COMPUTER	08/08/2023	1,312.90	.00		
4052	2 HARD DRIVES FOR CITY BACKUPS	08/09/2023	270.00	.00		
Total 10081:			13,285.71	.00		
MSA PROFESSIONAL SERVICES INC						
R12759006.0 - 2	ADA- TRANSITION PLAN	07/22/2023	4,940.00	.00		
R12759007.0 - 5	WALNUT STREET CORRIDOR PLAN	08/05/2023	2,700.00	.00		
Total 9388:			7,640.00	.00		
NATIONAL BUSINESS FURNITURE, LLC						
ZK215109-OTG	OFFICE FURNITURE	07/18/2023	3,945.00	.00		
ZK215319-OTG	OFFICE FURNITURE	07/19/2023	1,975.00	.00		
ZK217435-FLS	WIESER PARK- PAVILION	08/07/2023	7,400.66	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10092:			13,320.66	.00		
NELSON FLAG & DISPLAY SERVICE						
48873	FLAGS AND POLES	08/10/2023	804.87	.00		
Total 1413:			804.87	.00		
NORTHERN BEVERAGE DISTRIBUTING						
1165890	GC - BEER & COOLERS	08/10/2023	366.20	.00		
1169502	GC - BEER FOR RESALE	08/17/2023	252.95	.00		
1172956	GC - BEER FOR RESALE	08/24/2023	433.30	.00		
Total 2311:			1,052.45	.00		
NORTHLAND SECURITIES INC						
7711	TIF ANNUAL REPORTING - ANIMAL CLINIC	08/07/2023	1,000.00	.00		
7711	TIF ANNUAL REPORTING - HETH HARDWARE	08/07/2023	1,000.00	.00		
7711	TIF ANNUAL REPORTING - 31 SOUTH WALNUT LLC (NOL	08/07/2023	1,000.00	.00		
7711	TIF ANNUAL REPORTING - GUNDERSEN CLINIC	08/07/2023	1,000.00	.00		
7711	TIF ANNUAL REPORTING - HOTEL/EVENT CENTER	08/07/2023	1,000.00	.00		
Total 8272:			5,000.00	.00		
OAK STREET DESIGNS, LLC						
1218	WIESER PARK- INVITATIONS, DONOR APPRECIATION EV	08/04/2023	85.00	.00		
Total 10126:			85.00	.00		
OFFICE OF SECRETARY OF STATE						
K. VOSHART	NOTARY COMMISSION APPLICATION	08/17/2023	120.00	120.00	08/17/2023	
Total 1509:			120.00	120.00		
OVERHEAD DOOR COMPANY						
151507	CITY HALL- GARAGE DOOR REPAIR	08/11/2023	1,891.00	.00		
Total 1516:			1,891.00	.00		
PENDELTON TURF SUPPLY INC						
7351	GC - CHEMICALS FOR THE COURSE	08/15/2023	2,825.25	.00		
Total 9169:			2,825.25	.00		
PERFORMANCE FOODSERVICE						
497324	POOL - CONCESSIONS	08/10/2023	643.20	.00		
Total 10087:			643.20	.00		
PROLOGUE PLANNING GROUP						
08/23/2023	REIMB - WALNUT ST OUTREACH EVENT PURCHASE	08/23/2023	23.95	.00		
Total 10006:			23.95	.00		
PUMP 4 LESS						
7/23 CITY	STREET DEPT - MOTOR FUEL	07/31/2023	165.87	.00		
7/23 CITY	PARKS DEPT-MOTOR FUEL	07/31/2023	670.30	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/23 CITY	PUBLIC WORKS - MOTOR FUEL	07/31/2023	43.03	.00		
7/23 POLICE	POLICE DEPT - MOTOR FUEL	07/31/2023	222.52	.00		
7/23 POLICE	POLICE DEPT - MOTOR OIL	07/31/2023	5.33	.00		
Total 8604:			1,107.05	.00		
QUADIENT FINANCE USA, INC						
8/23 STMT	Postage Meter Postage- Water	08/15/2023	126.42	.00		
8/23 STMT	Postage Meter Postage- Golf course	08/15/2023	18.06	.00		
8/23 STMT	Postage Meter Postage- Fire	08/15/2023	24.08	.00		
8/23 STMT	Postage Meter Postage- Lic Bur	08/15/2023	60.20	.00		
8/23 STMT	Postage Meter Postage- ARENA	08/15/2023	6.02	.00		
8/23 STMT	Postage Meter Postage- B&Z	08/15/2023	42.14	.00		
8/23 STMT	Postage Meter Postage- Public works	08/15/2023	30.10	.00		
8/23 STMT	Postage Meter Postage- Police	08/15/2023	42.14	.00		
8/23 STMT	Postage Meter Postage- Pool	08/15/2023	12.04	.00		
8/23 STMT	Postage Meter Postage- Library	08/15/2023	18.06	.00		
8/23 STMT	Postage Meter Postage- Sewer	08/15/2023	126.42	.00		
8/23 STMT	Postage Meter Postage- Clerk	08/15/2023	90.30	.00		
8/23 STMT	Postage Meter Postage- ANIMAL	08/15/2023	6.02	.00		
Total 9799:			602.00	.00		
QUALITY FLOW SYSTEMS, INC						
45388	YEARLY LIFT STATION INSPECTION	08/10/2023	1,750.00	.00		
Total 9917:			1,750.00	.00		
QUALITY POOL & SPA						
28522	POOL - CHEMICALS	07/03/2023	39.98	.00		
Total 1596:			39.98	.00		
RELIABLE PEST MANAGEMENT						
14371	CITY HALL - PEST CONTROL	08/03/2023	45.00	.00		
14372	ICE ARENA - PEST CONTROL	08/03/2023	65.00	.00		
14373	GC - PEST CONTROL	08/01/2023	58.78	.00		
Total 9871:			168.78	.00		
SHIMSHAK, DEBRA						
REIMB 08/18/202	HOTEL REIMBURSEMENT	08/21/2023	1,033.92	.00		
REIMB 08/21/202	MILEAGE REIMBURSEMENT	08/21/2023	240.78	.00		
Total 1882:			1,274.70	.00		
SOUTHEAST LIBRARIES COOP						
051489	LIB - SELCO AUTOMATION FEE	08/04/2023	325.04	.00		
Total 1962:			325.04	.00		
STEFFES, JON						
2023 MILEAGE S	MILEAGE REIMBURSEMENT FOR 2023- SUMMER REC	08/20/2023	890.80	.00		
Total 8064:			890.80	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
STREICHER'S						
11647501	PD - GEHRKE UNIFORM PER LELS CONTRACT	08/01/2023	166.98	.00		
Total 1922:			166.98	.00		
SUMMIT COMPANIES						
182012458	MAINT- FIRE EXT MAINTENANCE	08/04/2023	65.50	.00		
Total 50:			65.50	.00		
THE BUYERS EX-PRESS						
3691	GC - ADVERTISING	08/07/2023	150.00	.00		
Total 9513:			150.00	.00		
THE PRINT SHOP						
108125	GC- SCORE CARDS	08/16/2023	1,519.20	.00		
Total 10026:			1,519.20	.00		
THORSON GRAPHICS LLC						
9013	PD - DEPARTMENT SHIRTS FOR OFFICERS	07/28/2023	217.96	.00		
Total 8998:			217.96	.00		
ULINE						
166591937	WIESER PARK PAVILLION	07/31/2023	2,549.02	.00		
167040647	PD - OFFICE SUPPLIES	08/10/2023	78.26	.00		
167040647	PD - OFFICE SUPPLIES	08/10/2023	178.76	.00		
Total 9422:			2,806.04	.00		
UNITED STATES POSTMASTER						
8/23 PAST DUE	PAST DUE WATER/SEWER - SEWER	08/21/2023	27.80	27.80	08/21/2023	
8/23 PAST DUE	PAST DUE WATER/SEWER - WATER	08/21/2023	27.79	27.79	08/21/2023	
Total 2102:			55.59	55.59		
VERIZON WIRELESS						
9940697913	FD - MOBILE	07/28/2023	120.03	.00		
Total 8973:			120.03	.00		
WHKS & CO.						
48746	FLOOD RESILIENCY PLAN	06/30/2023	25,127.50	.00		
48903	FLOOD RESILIENCY PLAN	07/28/2023	10,745.00	.00		
Total 8290:			35,872.50	.00		
XCEL ENERGY						
7/23 STMT	CITY HALL - 315 MAIN ST	07/31/2023	742.41	742.41	08/23/2023	
7/23 STMT	LIBRARY - 321 MAIN ST	07/31/2023	325.78	325.78	08/23/2023	
7/23 STMT	FLAG LIGHT - 202 MAIN ST	07/31/2023	8.68	8.68	08/23/2023	
7/23 STMT	FLAG LIGHT - 226 MAIN ST	07/31/2023	19.71	19.71	08/23/2023	
7/23 STMT	SIGN LIGHT - 525 S CHESTNUT	07/31/2023	14.50	14.50	08/23/2023	
7/23 STMT	STREET LIGHTS - PO BOX 142	07/31/2023	6,435.68	6,435.68	08/23/2023	
7/23 STMT	RESERVOIR - 1026 CRESCENT HILLS	07/31/2023	14.50	14.50	08/23/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/23 STMT	WELL HOUSE - 200 STONEY PT. RD.	07/31/2023	1,171.36	1,171.36	08/23/2023	
7/23 STMT	LIFT STATION - 1450 HWY 16	07/31/2023	26.11	26.11	08/23/2023	
7/23 STMT	SHORE ACRES - GRINDER PUMPS	07/31/2023	297.63	297.63	08/23/2023	
7/23 STMT	TENNIS COURT LIGHTS - 608 S. 7TH	07/31/2023	1.90	1.90	08/23/2023	
7/23 STMT	UNIT STREET LIGHTS - 33 S. WALNUT	07/31/2023	16.70	16.70	08/23/2023	
7/23 STMT	ICE ARENA - 520 S. 14TH	07/31/2023	1.28	1.28	08/23/2023	
7/23 STMT	LIFT STATION - 31 MCINTOSH RD E	07/31/2023	15.25	15.25	08/23/2023	
7/23 STMT	POOL - 608 S 7TH ST	07/31/2023	2,311.50	2,311.50	08/23/2023	
7/23 STMT	WELL #3 - LOAD PROFILE 417 WALNUT PL	07/31/2023	2,120.36	2,120.36	08/23/2023	
7/23 STMT	WELL #2 - 400 LARCH	07/31/2023	921.87	921.87	08/23/2023	
7/23 STMT	BOOSTER STATION - 193 MCINTOSH E	07/31/2023	30.63	30.63	08/23/2023	
Total 1410:			14,475.85	14,475.85		
ZENKE INC						
7136	WIESER PARK IMPROVED CHANGES	08/16/2023	9,150.00	.00		
Total 2412:			9,150.00	.00		
Grand Totals:			244,998.29	26,111.61		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

#3.1



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: August 25, 2023
RE: Short Term Rental Ordinance

Attached for review are draft amendments to both the Lodging Tax Ordinance and the Short Term Rental Ordinance. The City Attorney will review the changes that have been made to the ordinances since the last meeting.

The ordinances are not presented for adoption at this meeting. We are requesting that the City Council provide direction to the City Attorney that will allow for a final draft of the ordinances to be prepared and then presented at the September 11, 2023 meeting.

ORDINANCE NO. _____

LODGING TAX

The City Council of La Crescent ordains:

Ordinance No. 534 adopted on June 10, 2019 and titled "LODGING TAX" is amended to read:

SECTION 1. Definitions: Unless the language or context clearly indicates that a different meaning is intended, the following words, for the purpose of this ordinance, shall have the following meanings and inclusions:

1. "City" means the City of La Crescent, Minnesota, acting by or through its duly authorized representative.

2. "Lodging" means the furnishing for a consideration of lodging at a hotel, motel, rooming house, tourist court, municipal campground, resort or bed and breakfast, other than the renting or leasing of it for a continuous period of 30 days or more.~~means the furnishing for a consideration of lodging at a hotel or motel.~~

3. "Operator" means any person who has charge, care, or control of a building in the City, or part thereof, in which dwelling units or rooming units are let.

4. "Person" includes all firms, partnerships, associations, corporations, and natural persons.

5. "Rent" means the total consideration valued in money charged for lodging whether paid in money or otherwise, but shall not include any charges for services rendered in connection with furnishing lodging other than the room charge itself.

6. "Lodger" means the person obtaining lodging from an operator.

SECTION 2. Imposition of Tax. Pursuant to Minnesota Statutes, Chapter 469.190 and provisions of Laws 2019, Chapter 6, Article 6, Section 21, there is hereby imposed a tax of five percent (5%) on the rent charged by an operator for providing lodging to any person. The tax shall be stated and charged separately and shall be collected by the operator from the lodger. The tax collected by the operator shall be a debt owed by the operator to the City and shall be extinguished only by payment to the City. In no case shall the tax imposed by this section upon an operator exceed the amount of tax which the operator is authorized and required by this ordinance to collect from a lodger.

SECTION 3. Collections. Each operator shall collect the tax imposed by this section at the time the rent is paid. The tax collection shall be deemed to be held in trust by the operator for the City. The amount of tax shall be separately stated from the rent charged for the lodging and those persons paying the tax shall receive a receipt of payment from the operator.

SECTION 4. Exemptions. An exemption shall be granted to any person as to whom or whose occupancy it is beyond the power of the City to tax. No exemption shall be granted except upon a claim therefore made at the time the rent is collected and such a claim shall be made in writing and under penalty of perjury on forms provided by the City. All such claims shall be forwarded to the City when the returns and collections are submitted as required by this Chapter.

SECTION 5. Advertising No Tax. It shall be unlawful for any operator to advertise or hold out or state to the public or any customer, directly or indirectly, that the tax or any part hereof will be assumed or absorbed by the operator, or that it will not be added to the rent or that, if added, it or any part thereof will be refunded. In computing the tax to be collected, amounts of tax less than one cent shall be considered an additional cent.

SECTION 6. Payments and Returns. The taxes imposed by this ordinance shall be paid by the operator to the City monthly not later than twenty (20) days after the end of the month in which the taxes were collected. At the time of payment, the operator shall submit a return upon such forms and continuing such information as the City may require. The return shall contain the following minimum information:

- a. The total amount of rent collected for lodging during the period covered by the return.
- b. The amount of tax required to be collected and due for the period.
- c. The signature of the person filing the return or that of his agent duly authorized in writing.
- d. The period covered by the return.
- e. The amount of uncollectible rental charges subject to the lodging tax.

The operator may offset against the taxes payable with respect to any reporting period, the amount of taxes imposed by this ordinance previously paid as a result of any transaction the consideration for which became uncollectible.

SECTION 7. Examination of Return, Adjustments, Notices, and Demands. The City shall, after a return is filed, examine the same and make any investigation or examination of the records and accounts of the person making the return deemed necessary for determining its correctness. The tax computed on the basis of such examination shall be the tax to be paid. If the tax due is found to be greater than that paid, such excess shall be paid to the City within ten days after receipt of a notice thereof given either personally or sent by registered mail to the address shown on the return. If the tax paid is greater than the tax found to be due, the excess shall be refunded to the person who paid the tax to the City within ten (10) days after determination of such refund.

SECTION 8. Refunds. Any person may apply to the City for a refund of taxes paid for a prescribed period in excess of the amount legally due for that period, provided that no application for refund shall be considered unless filed within one (1) year after such tax was

paid, or within one (1) year from the filing of the return, whichever period is the longer. The City shall examine the claim and make and file written findings whereon denying or allowing the claim in whole or in part and shall mail a notice thereof by registered mail to such person at the address stated upon the return. If such claim is allowed in whole or in part, the City shall credit the amount of the allowance against any taxes due under this ordinance from the claimant and the balance of said allowance, if any, shall be paid by the City to the claimant.

SECTION 9. Failure to File a Return.

Subd. 1. If any operator required by this ordinance to file a return shall fail to do so within the time prescribed or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within ten (10) days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such person shall fail to file such return or corrected return, the City shall make a return or corrected return for such person based upon such knowledge and information as the City can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid within ten (10) days of the receipt of written notice and demand for such payment. Any such return or assessment made by the City shall be prima facie correct and valid, and the burden of proving to the contrary rests with any person in any action or proceeding in respect thereto.

Subd. 2. If any portion of a tax imposed by this ordinance, including penalties thereon, is not paid within thirty (30) days after it is required to be paid, the City may institute such legal action as may be necessary to cover the amount due plus interest, penalties, the costs and disbursements of any action.

Subd. 3. Upon a showing of good cause, the City may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this ordinance provided that interest during such period of extension shall be added to the taxes due at the rate of eight (8) percent per annum.

SECTION 10. Penalties.

Subd. 1. If any tax imposed by this ordinance is not paid within the time herein specified for the payment, or an extension thereof, there shall be added thereto a specific penalty equal to ten (10) percent of the amount remaining unpaid.

Subd. 2. In case of any failure to make and file a return within the time prescribed by this ordinance, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition the penalty provided in Subdivision 1 above, a penalty of five (5) percent for each thirty (30) day period or fraction thereof during which such failure continues, not exceeding twenty-five (25) percent in the aggregate. There shall be a minimum penalty assessed of ten (10) dollars if penalties in the aggregate do not exceed that amount. The amount so added to any tax shall be collected at the same time and in the same manner and as part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.

Subd. 3. If any person willfully fails to file any return or makes any payment required by this ordinance, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such tax or payment thereof, there shall also be imposed as a penalty an amount equal to fifty (50) percent of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this section shall be collected as part of the tax and shall be in addition to any other penalties provided by this ordinance.

Subd. 4. All payments received shall be credited first to penalties, next to interest, and then to the tax due.

Subd. 5. The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the rate of eight (8) percent per annum from the time such tax should have been paid until payment is made. Any interest and penalty shall be added to the tax and be collected as part thereof.

SECTION 11. Administration of Tax. The City shall administer and enforce the assessment and collection of the taxes imposed by this ordinance. The City shall cause to be prepared blank forms for the returns and other documents required by this ordinance and shall distribute the same throughout the City. Failure to receive or secure such forms and documents shall not relieve any person from any obligation required of him under this ordinance.

SECTION 12. Examine Records. Persons acting on behalf of the City and authorized in writing by the City may examine the books, papers, and records of any operator in order to verify the accuracy of any return made, or if no return was made, to ascertain the tax as provided in this ordinance. Every such operator is directed and required to give to the City the means, facilities, and opportunity for such examinations and investigations as are hereby authorized.

SECTION 13. Violations. Any person who shall willfully fail to make a return by this ordinance, or who shall fail to pay the tax after written demand for payment, or who shall fail to remit the taxes collected or any penalty or interest imposed by this ordinance after written demand for such payment, or who shall refuse to permit the City's authorized agents to examine the books, records, and papers under his control, or who shall willfully make any incomplete, false, or fraudulent return shall be guilty of a misdemeanor.

SECTION 14. Use of Proceeds. Ninety-five (95) percent of the proceeds obtained from the collection of taxes pursuant to Minnesota Statutes Section 469.190 and provisions of Laws 2019, Chapter 6, Article 6, Section 21 as may be amended from time to time to fund a local convention or tourism bureau for the purpose of marketing and promoting the City of La Crescent. The City may use up to five (5) percent of the proceeds obtained hereunder to defray the costs and expenses of collection and administration of such tax.

SECTION 15. Appeals.

Subd. 1. Any operator aggrieved by any notice, order, or determination made by the City under this ordinance may file a petition for review of such notice, order, or determination. The

petition shall contain the name of petitioner, the petitioner's address, and the location of the lodging subject to the notice, order, or determination.

Subd. 2. The petition for review shall be filed with the City within ten (10) days after the notice, order, or determination for which review is sought has been mailed to or served upon the person requesting review.

Subd. 3. Upon receipt of the petition, the City Administrator/Clerk shall set a date for a hearing and give the petitioner at least ten (10) days prior written notice of the date, time, and place of the hearing.

Subd. 4. At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order, or determination should be modified or withdrawn.

Subd. 5. The hearing shall be conducted by the City Administrator/Clerk or his authorized agent, and he shall make written findings of fact and conclusions based upon the applicable section of this ordinance and the evidence presented. The person conducting the hearing may affirm, reverse, or modify the notice, order or determination made by the City.

Subd. 6. Any decision rendered by the City pursuant to this section may be appealed to the City Council. A petitioner seeking to appeal a decision must file a written notice of appeal with the City within ten (10) days after the decision has been mailed to the petitioner.

The matter will thereupon be placed on the Council agenda as soon as is practical. The Council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the Council that the findings and conclusions were incorrect, the Council may modify, reverse, or affirm the decision of the City Administrator/Clerk or authorized agent under the same standards as set forth in Section.

SECTION 16. Repeal. Ordinance No. 534, an ordinance providing for lodging tax dated June 10, 2019 is hereby repealed upon this ordinance becoming effective.

SECTION 17. This ordinance shall become effective from and after its passage and publication.

The foregoing ordinance was duly passed and adopted by the Council of the City of La Crescent, Minnesota at its regular meeting on _____, 2023.

SIGNED:

ATTEST:

Mayor

City Administrator

ORDINANCE NO. _____

LODGING TAX

The City Council of La Crescent ordains:

Ordinance No. 534 adopted on June 10, 2019 and titled "LODGING TAX" is amended to read:

SECTION 1. Definitions: Unless the language or context clearly indicates that a different meaning is intended, the following words, for the purpose of this ordinance, shall have the following meanings and inclusions:

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2. "Lodging" means the furnishing for a consideration of lodging at a hotel, motel, rooming house, tourist court, municipal campground, resort or bed and breakfast, other than the renting or leasing of it for a continuous period of 30 days or more.

3. "Operator" means any person who has charge, care, or control of a building in the City, or part thereof, in which dwelling units or rooming units are let.

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SECTION 5. Advertising No Tax. It shall be unlawful for any operator to advertise or hold out or state to the public or any customer, directly or indirectly, that the tax or any part hereof will be assumed or absorbed by the operator, or that it will not be added to the rent or that, if added, it or any part thereof will be refunded. In computing the tax to be collected, amounts of tax less than one cent shall be considered an additional cent.

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SECTION 14. Use of Proceeds. Ninety-five (95) percent of the proceeds obtained from the collection of taxes pursuant to Minnesota Statutes Section 469.190 and provisions of Laws 2019, Chapter 6, Article 6, Section 21 as may be amended from time to time to fund a local convention or tourism bureau for the purpose of marketing and promoting the City of La Crescent. The City may use up to five (5) percent of the proceeds obtained hereunder to defray the costs and expenses of collection and administration of such tax.

SECTION 15. Appeals.

Subd. 1. Any operator aggrieved by any notice, order, or determination made by the City under this ordinance may file a petition for review of such notice, order, or determination. The

petition shall contain the name of petitioner, the petitioner's address, and the location of the lodging subject to the notice, order, or determination.

Subd. 2. The petition for review shall be filed with the City within ten (10) days after the notice, order, or determination for which review is sought has been mailed to or served upon the person requesting review.

Subd. 3. Upon receipt of the petition, the City Administrator/Clerk shall set a date for a hearing and give the petitioner at least ten (10) days prior written notice of the date, time, and place of the hearing.

Subd. 4. At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order, or determination should be modified or withdrawn.

Subd. 5. The hearing shall be conducted by the City Administrator/Clerk or his authorized agent, and he shall make written findings of fact and conclusions based upon the applicable section of this ordinance and the evidence presented. The person conducting the hearing may affirm, reverse, or modify the notice, order or determination made by the City.

Subd. 6. Any decision rendered by the City pursuant to this section may be appealed to the City Council. A petitioner seeking to appeal a decision must file a written notice of appeal with the City within ten (10) days after the decision has been mailed to the petitioner.

The matter will thereupon be placed on the Council agenda as soon as is practical. The Council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the Council that the findings and conclusions were incorrect, the Council may modify, reverse, or affirm the decision of the City Administrator/Clerk or authorized agent under the same standards as set forth in Section.

SECTION 16. Repeal. Ordinance No. 534, an ordinance providing for lodging tax dated June 10, 2019 is hereby repealed upon this ordinance becoming effective.

SECTION 17. This ordinance shall become effective from and after its passage and publication.

The foregoing ordinance was duly passed and adopted by the Council of the City of La Crescent, Minnesota at its regular meeting on _____, 2023.

SIGNED:

ATTEST:

Mayor

City Administrator

ORDINANCE NO. 567

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

Ordinance No. 567 adopted on May 22, 2023 and titled "AN ORDINANCE OF THE CITY OF
LA CRESCENT REGULATING SHORT TERM RENTALS IN THE CITY OF LA
CRESCENT, MINNESOTA" is amended to read as follows:

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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. Short-term rentals within the Central Business District shall not be subject to the restrictions of this ordinance, except with respect to the registered agent requirement contained herein.

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.

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

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

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

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

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

IV. PERMIT-LICENSE REQUIRED

No property, structure or dwelling may be used as a Short-Term Rental unless an application is submitted, and a license is first granted by the City. Short-Term Rentals located within the Central Business District shall not be subject to the restrictions of this Ordinance except with respect to the registered agent requirement as contained herein. The License shall be entered on a short-term rental registry. 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 permitlicense. The application shall be submitted by the owner. The licensepermit application shall be on a form prescribed by the City and include all required information.

Criteria for Issuance. Prior to issuance of a Short-Term Rental License hereunder, the applicant shall ensure and the Building Official: or if requested by the Building Official, City Council, the following criteria are met:

a. The licensee accurately certifies on the application form that all applicable items found in this Section are satisfied. In addition, the certification shall constitute an ongoing assurance of compliance herewith. Such items shall include, but not be limited to, the following:

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i. Short-Term Rentals are a permitted use in the zoning district of the subject property;

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ii. The Proposed Short-Term Rental complies with all of the performance standards, and definitional requirements found in this Ordinance;

iii. A policy number for a valid, in-force liability insurance policy is provided to the City;

iv. That all garbage and rubbish are stored in compliance with City's Solid

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Waste Ordinance:

v. Compliance with all applicable provisions of the City Code:

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vi. Compliance with any special conditions established in the license.

vii. The Dwelling must be materially used for its owner's enjoyment-which shall mean to state the owner shall accurately certify and document to the City annually that the Dwelling has been physically inhabited by the owner for more days and nights than it has been rented.

viii. Short-Term Rental Tax.

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a. Minnesota Sales Tax under Minnesota Statutes, section 297A.61

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1. Short-Term Rentals must charge sales tax on lodging.

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b. City of La Crescent Lodging Tax Ordinance No.

1. Properties in the City of La Crescent who rent Short-Term Rentals are required by law to comply with the City of La Crescent's Lodging Tax Ordinance.

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

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Number of Bedrooms. Each license shall indicate the number of bedrooms which are contained in the dwelling. No license shall advertise the dwelling as containing any more than the identified number of bedrooms. The number of bedrooms, as indicated on the license, shall be used for all calculations required herein.

Issuance of Short-Term Rental LicensePermit:

1. If the Building Official determines that an applicant has met the requirements for issuance of a short-term rental licensepermit, the Building Official shall issue the applicant a short-term rental licensepermit.
2. If the Building Official determines that an applicant has not met the requirements for issuance of a short-term rental licensepermit, 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 license permit will be issued; or (ii) direct the Building Official to issue the applicant a short-term rental licensepermit.

Expiration of LicensePermit: Except as otherwise provided in this Section, all short-term rental licensespermits shall expire annually on December 31 of each year unless suspended or revoked earlier. Licenses granted hereunder constitute a revocable, limited right. Nothing herein shall be construed as granting a vested property right. No party shall have any expectancy of

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reissuance of any license after its annual expiration.

Renewal of LicensePermit: Applications for renewal of an existing short-term rental license permit shall be made at least thirty (30) days prior to the expiration of the current short-term rental license 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.

LicensePermit Not Transferable: No short-term rental license permit shall be transferable to another person or to another dwelling unit. Every person holding a short-term rental license 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 license 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 license 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 LicensePermit: Any applicant aggrieved by the denial of a short-term rental license permit, or the non-renewal of an existing license permit may appeal to the City Council. Such appeal shall be taken by filing with the City Administrator within ten (10) days after the date of issuance of the written denial, a written statement requesting a hearing before the City Council and setting forth fully the grounds for the appeal. A hearing shall be held within sixty (60) days of receipt of the request. Notice of the hearing shall be given by the City Administrator in writing, setting forth the time and place of hearing. Such notice shall be mailed, postage prepaid, to the applicant at his/her last known address at least ten (10) days prior to the date set for hearing.

V. RESPONSIBILITY OF OWNERS:

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

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

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

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

For lots of less than 1/2 acre:

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

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

Mooring and Storage of Watercraft:

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

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

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

Short-Term Rentals located within the Central Business District shall not be subject to the restrictions of this Ordinance except with respect to the registered agent requirement.

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;

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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

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the owner and agent pursuant to this subsection, the short-term rental license permit may be revoked, suspended, or not renewed. An action to revoke, suspend, or not renew a license permit under this Article VI shall be initiated by the Building Official in the manner described below.

VII. PERMIT-LICENSE SUSPENSION OR REVOCATION:

Procedure:

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

Effect of Suspension or Revocation: If a short-term rental license 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 license permit is restored by the City.

Effect of Revocation: No person who has had a license permit revoked under this Section shall be issued a short term rental license 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 license 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

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information please refer to Ordinance No. ~~567~~ or contact City Hall.

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

X. Compliance

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

XI. PENALTY

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

XII. EFFECTIVE

Ordinance No. 567, an ordinance providing for short-term rentals dated May 22, 2023 is hereby repealed upon this ordinance becoming effective. These provisions shall become effective from and after due passage and enactment, and publication, according to law.

PASSED AND ENACTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. _____

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

Ordinance No. 567 adopted on May 22, 2023 and titled “AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING SHORT TERM RENTALS IN THE CITY OF LA CRESCENT, MINNESOTA” is amended to read as follows:

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. Short-term rentals within the Central Business District shall not be subject to the restrictions of this ordinance, except with respect to the registered agent requirement contained herein.

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. LICENSE REQUIRED

No property, structure or dwelling may be used as a Short-Term Rental unless an application is submitted, and a license is first granted by the City. Short-Term Rentals located within the Central Business District shall not be subject to the restrictions of this Ordinance except with respect to the registered agent requirement as contained herein. The License shall be entered on a short-term rental registry. 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 license. The application shall be submitted by the owner. The license application shall be on a form prescribed by the City and include all required information.

Criteria for Issuance. Prior to issuance of a Short-Term Rental License hereunder, the applicant shall ensure and the Building Official the following criteria are met:

- a. The licensee accurately certifies on the application form that all applicable items found in this Section are satisfied. In addition, the certification shall constitute an ongoing assurance of compliance herewith. Such items shall include, but not be limited to, the following:
 - ii. The Proposed Short-Term Rental complies with all of the performance standards;
 - iii. A policy number for a valid, in-force liability insurance policy is provided to the City;
 - iv. That all garbage and rubbish are stored in compliance with City's Solid Waste Ordinance;
 - v. Compliance with all applicable provisions of the City Code;
 - vi. Compliance with any special conditions established in the license.
 - vii. The Dwelling must be materially used for its owner's enjoyment-which shall mean to state the owner shall accurately certify and document to the City

annually that the Dwelling has been physically inhabited by the owner for more days and nights than it has been rented.

viii. Short-Term Rental Tax.

a. Minnesota Sales Tax under Minnesota Statutes, section 297A.61

1. Short-Term Rentals must charge sales tax on lodging.

b. City of La Crescent Lodging Tax Ordinance No. _____

1. Properties in the City of La Crescent who rent Short-Term Rentals are required by law to comply with the City of La Crescent's Lodging Tax Ordinance.

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

Number of Bedrooms. Each license shall indicate the number of bedrooms which are contained in the dwelling. No license shall advertise the dwelling as containing any more than the identified number of bedrooms. The number of bedrooms, as indicated on the license, shall be used for all calculations required herein.

Issuance of Short-Term Rental License:

1. If the Building Official determines that an applicant has met the requirements for issuance of a short-term rental license, the Building Official shall issue the applicant a short-term rental license.
2. If the Building Official determines that an applicant has not met the requirements for issuance of a short-term rental license, 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 license will be issued; or (ii) direct the Building Official to issue the applicant a short-term rental license.

Expiration of License: Except as otherwise provided in this Section, all short-term rental licenses shall expire annually on December 31 of each year unless suspended or revoked earlier. Licenses granted hereunder constitute a revocable, limited right. Nothing herein shall be construed as granting a vested property right. No party shall have any expectancy of reissuance of any license after its annual expiration.

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

License Not Transferable: No short-term rental license shall be transferable to another person or

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

V. RESPONSIBILITY OF OWNERS:

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

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

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

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

For lots of less than 1/2 acre:

- Under 1,500 square feet: 4 occupants
- 1,500 square feet to 1,999 square feet: 6 occupants

- 2,000 square feet or more: 8 occupants

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

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

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

Short-Term Rentals located within the Central Business District shall not be subject to the restrictions of this Ordinance except with respect to the registered agent requirement.

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 license may be revoked, suspended, or not renewed. An action to revoke, suspend, or not renew a license under this Article VI shall be initiated by the Building Official in the manner described below.

VII. LICENSE SUSPENSION OR REVOCATION:

Procedure:

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

Effect of Suspension or Revocation: If a short-term rental license 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 license is restored by the City.

Effect of Revocation: No person who has had a license revoked under this Section shall be issued a short term rental license 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 license 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 owner shall undertake the short-term rental of any dwelling unit without a City license.
- 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.
- Disorderly conduct is prohibited. All disorderly conduct will be reported to the property's agent and the La Crescent Police Department.
- Increased noise regulations are in place between the hours of 10 p.m. and 7 a.m.

- Littering is prohibited.
- Recreational fires are limited. Please check with the City to determine what prohibitions exist for current conditions.
- Any violation of this Section shall constitute a misdemeanor.

X. Compliance

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

XI. PENALTY

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

XII. EFFECTIVE

Ordinance No. 567, an ordinance providing for short-term rentals dated May 22, 2023 is hereby repealed upon this ordinance becoming effective.

PASSED AND ENACTED this _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

#3.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: August 24, 2023
RE: Agenda Request – La Crescent Animal Rescue

Attached is an agenda request form submitted by the La Crescent Animal Rescue (LAR) Board of Directors. Also included is a draft of a lease agreement between the City and LAR. The lease agreement was prepared by the City.

For City Council information, the current agreement between the City and LAR was originally approved in 2012.

As a point of clarification, the negotiations have included the City Attorney, the Police Chief, and myself. The three of us are not in agreement with the proposal submitted by LAR.

The proposed lease agreement was drafted in a way to allow LAR to provide service to animals from outside the City of La Crescent. We do not believe that the City should continue to fund the operation of LAR at past funding levels when the activities of the organization are being expanded beyond the City.

The 2023 City general fund budget for animal rescue is \$18,550. The contracted services portion of the budget is \$7,500, this is the per animal fee paid by the City to LAR. The balance of the budget is for utilities and building maintenance.

The proposed lease agreement with LAR is similar to the lease agreement that the City has with both Lancer Youth Hockey and Healthy Community Partnership. In both instances, Lancer Youth Hockey and Healthy Community Partnership pay all the utility costs associated with operating their respective facility. Building repairs and capital expenditures at the Ice Arena are reviewed on an on-going basis and there is always a cost participation by Lancer Youth Hockey with these improvement projects.

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED: 07/20/2023

SUBMITTED BY: La Crescent Animal Rescue Board of Directors

ISSUE: Agreement between La Crescent Animal Rescue and City of La Crescent

ATTACHMENTS: Slide deck

JUSTIFICATION: Prior agreement has expired and both parties are in need of a new binding agreement.

ACTION REQUESTED:

An agreement with the following items:

LAR will intake animals at its discretion, and will maintain space for city animals at all times unless there are extenuating circumstances.

LAR will maintain liability insurance.

City of La Crescent will be responsible for all building maintenance and repairs and utility costs as owner of the property

LAR and The City of La Crescent will each pay for their own attorney's fees, should an occasion arise where they are necessary.

REVIEWED BY: _____ **City Clerk/ Admin.** _____ **City Attorney** _____ **Bldg. Insp.**
_____ **Finance Director** _____ **Public Works** _____ **City Engineer**

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 5:15 p.m. the day of the meeting.

La Crescent Animal Rescue

Supporting Attachments for the La Crescent City Council, July 20, 2023



Action Requested

The La Crescent Animal Rescue (LAR) Board has been in negotiations with the City of La Crescent's attorney for many months; with no consensus in sight. The LAR board is asking for the city council to agree to the items in this presentation so that 1) the LAR will have a current/unexpired contract with the City of La Crescent and 2) the LAR can continue to provide a much needed service to the community.

Background

La Crescent Animal Rescue (LAR) has been part of the La Crescent community since 2005 and is in compliance with MN state Board of Animal Health (See attachment 1). As the only shelter in the county, LAR has not only been a resource for the shelter needs of city residents, but it has also been a resource to the La Crescent Police Department handling stray animals. LAR has managed multiple hoarding situations, shelter-shelter transfers and provided care to thousands of animals that wouldn't receive care otherwise.

The rescue is run entirely by volunteers with a minimal operating budget that originates from donations and adoption fees (see attachment 2). With the current operating costs of the building and the need for future updates, LAR would need to close its doors if it were to take on the responsibility of these costs. The loss of LAR would be a disservice to the police department, residents, and animals in need in La Crescent.

Background

Currently LAR acts as a service for the City of La Crescent Police Department to assist and manage animal ordinance within the city limits. Without the services provided by LAR, the City of La Crescent Police Department would need to find other means to handle the animals apprehended by police officers within the city.

Within our current (expired) contract with the City of La Crescent, LAR is limited in the reach in which services can be provided to the community. This creates a barrier for people outside of the City who may need to surrender an animal for the animals best interest and then results in animals being dropped off at the door after hours or abandoned elsewhere. LAR would like to serve more of the community by taking animals from anywhere within Houston county. With the addition of the service LAR will ensure space enough for animals brought in by the City of La Crescent Police Department. Attachment 2 illustrates that the number of animals received from the police dept are minimal and that unless there are extenuating circumstances (like hoarding situation) there an animal from the police department will not be turned away. LAR has appropriate procedures in place to accomodate for animals brought in by the Police Department in the event the shelter is out of space when an animal is brought in by the police department.

Objectives

An agreement with the following items:

- LAR will intake animals at its discretion, and will maintain space for city animals at all times unless there are extenuating circumstances.
- LAR will maintain liability insurance.
- City of La Crescent will be responsible for all building maintenance and repairs and utility costs as owner of the property.
- LAR and The City of La Crescent will each pay for their own attorney's fees, should an occasion arise where they are necessary.

Outcomes

LAR will be able to keep its doors open and continue to support the La Crescent Police Department with animals that are found within the city limits

LAR will be able to support more of the community (and the animals) by expanding its reach to all of Houston County; this will reduce the number of abandoned animals within the area

LAR and the City of La Crescent will operate under current binding agreement

*The LAR Board requests a response by within 30 days of the city council meeting to assist with the boards planning for next steps

Appendix

- Attachment 1 - MN Board of Animal Health Requirement Information
- Attachment 2 - Intake and Adoption turnover and capacity info
- Attachment 3 - Volunteer Hours

Attachment 1

MN Board of Animal Health Requirements

LAR has passed the MN Animal health inspections every year with excellent comments in all areas including

- Veterinary Protocol
- Records
- Animal Identification
- Standard of Care
- Capacity

Attachment 2 Animals/Numbers

Year	In	Adopted
2018	115	107
2019	159	137
2020	80	94
2021	159	121
2022	128	104

Under the MN State Capacity Guidelines, max capacity for cats are 144, our average capacity is 25 (2023). Dogs are less of a concern due to number (minimal) and when dogs are in our care, they are almost always in foster homes and not at the shelter.

Attachment 2 Volunteer Hours

LAR is 100% volunteer run. For the past 3 years onsite and offsite hours have exceeded 8,000 volunteer hours, not including hours spent fostering cats and dogs.

Offsite- Vet appts, transport, supplies meetings etc..

Onsite - Physically in the shelter

Attachment 3 Financial Information

In combination of volunteer hours and price contract negotiations with local veterinary offices and supply companies, LAR supports its operational expenses through fundraising.

Major expenses that occur are veterinary expenses (ext 25k annually and raising) this is due to the practice of adopting fully vetted (healthy/sterilized) animals.

The volunteers fundraise to offset costs around 10k annually.

Other income for the shelter is adoption and surrender fees, estimated 19k annually.

Utilities alone for the building are 12k.

This information illustrated the need for the City of La Crescent to continue to be responsible for the maintenance of the property.

LAR Board Members

Kelsey Bolton, President

Chuck West, Immediate Past President

Liz Moldenhauer, President Elect

Sean McGuire, Secretary

Charmaine Uphaus, Treasurer

Sarah Rybarik, Corporate Volunteer

Minnesota Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 2023, by and between City of La Crescent (hereinafter referred to as "Landlord") and La Crescent Animal Rescue, Inc. a Minnesota nonprofit corporation (hereinafter referred to as "Tenant" or "LAR").

WITNESSETH:

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

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

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

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

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

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

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term beginning on January 1, 2023 and until its expiration on December 31, 2023.

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

Landlord reserves the right to unilaterally terminate the Lease upon 120 days written notice.

2. **RENT.** The total rent for the term hereof is the sum of Ten 00/100 Dollars (\$10.00) per year. The receipt of which is hereby acknowledged by Landlord.
3. **USE OF PREMISES.** LAR is an animal care and shelter organization. LAR shall undertake and carry out promptly, legally, and effectively the advertising, supplying of food, watering, health needs, other care of the animals sheltered, adoption thereof along with the obligations incidental thereto, cleaning of the pound facility, shall provide the medical needs of the animals and for the disposal, and all other expenses incurred and associated with the maintenance of animals brought to and kept at the La Crescent Animal Rescue.
4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good,

safe, clean, and tenantable condition. Tenant accepts the condition of the Premises in its "AS IS" and "WHERE IS" condition and waives all disclosures.

5. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
6. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
7. **UTILITIES.** Landlord shall be responsible for arranging for and paying for all electrical services required on the Premises, subject to LAR's reimbursement obligation contained in Exhibit A, Paragraph _____.
8. **MAINTENANCE AND REPAIR; RULES.** See Exhibit A.
9. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.
10. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon.
11. **TENANT'S HOLD OVER.** Tenant shall not hold over. Tenant agrees to vacate the Premises upon termination of this Agreement.
12. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
13. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
14. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement or of any present rules and regulations or materially fails to comply with any duties imposed on Tenant by statute, within twenty (20) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement.
15. **ABANDONMENT.** If at any time during the term of this Agreement Tenant

abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.

16. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
17. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
18. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.
19. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
20. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
21. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
22. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
23. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
24. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
25. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

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

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

If to Tenant to: La Crescent Animal Rescue, Inc.
523 South Chestnut
La Crescent, MN 55947

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

26. **ADDITIONAL PROVISIONS.**

See attached Exhibit A.

SIGNATURES ON FOLLOWING PAGE

As to Landlord this _____ day of _____, 2023.

LANDLORD:

CITY OF LA CRESCENT

By: Mikel Poellinger
Its: Mayor

By: Bill Waller
Its: City Administrator

As to Tenant, this _____ day of _____, 2023.

TENANT:

LA CRESCENT ANIMAL RESCUE, INC.

By: _____
Its: _____

Exhibit A

Minnesota Lease Agreement City of La Crescent (City) & La Crescent Animal Rescue, Inc. (LAR)

Animal Control Duties

1. The City hereby delegates and subcontracts to LAR the responsibilities of, shelter, care and adoption of dogs and cats in the City of La Crescent.
2. Upon acceptance of a cat or dog from within the limits of the City, the LAR shall provide to City the name of the person submitting the animal, and the address where the animal was found to City's Police Department. The Police Department shall use said information to generate an ICR for each animal housed at the Shelter.
3. LAR shall undertake and carry out promptly, legally, and effectively the advertising, supplying of food, watering, health needs, other care of the animals sheltered, adoption thereof along with the obligations incidental thereto, cleaning of the shelter premises, shall provide the medical needs of the animals and for the disposal, and all other expenses incurred and associated with the maintenance of animals brought to and kept at the La Crescent Animal Rescue.
4. City, by its Police Department, shall continue to catch and LARS shall continue to confine at the Shelter, where indicated, cats and dogs. LAR may catch cats on shelter property, sterilize and vet them and return them to the shelter property. LAR is not authorized to catch cats and dogs running at large within the City. The catching of dangerous animals, as defined by the Minnesota State Statute, shall be the responsibility of the City. Dangerous animals, as defined by the Minnesota State Statute, are not permitted at the Shelter. The City shall have the discretion to handle said animals as deemed appropriate.
5. LAR shall comply with Minnesota Pet and Companion Animal Welfare Act § 346 or other applicable law.
6. It is understood and agreed that the LAR in the performance of the work and services agreed to be performed by and under this agreement, shall not act as an employee of the City and none of its officers, employees or agents shall obtain any rights to retirement benefits or other benefits which accrue to City employees and the LAR hereby expressly waives any claim it may have to any such rights. Each party shall be responsible for its own separate debts, obligations and other liabilities. LAR shall not pledge as collateral the real property, or its appurtenances owned by the City.
7. Volunteer agents of LAR who provide services in the animal shelter will be considered Volunteer Agents of LAR alone and will in no way be considered employees of the City. In the event LAR agents become employees of LAR, LAR agrees to maintain workers' compensation insurance, in accordance with Minnesota Statutes, Section 176.182, on all of its employees providing services in the La Crescent animal shelter and shall provide the City with a certificate of insurance showing evidence of workers' compensation coverage. Volunteer agents of LAR are not agents of the city. The City will not be held responsible or liable for any LAR agents.
8. LAR shall maintain commercial general liability insurance from a reputable and licensed

insurance company licensed to do business in Minnesota with minimum liability limits of not less than \$1,000,000.00 per occurrence. LAR shall name the City as an additional insured and shall provide the City with a certificate of insurance showing evidence of liability coverage prior to commencement of this agreement.

9. The City including its elected officials, employees, agents and representatives shall not be liable to the LAR, or those claiming through or under the LAR, for an injury, death or property damage occurring in, on or about the Shelter property, and the LAR shall indemnify the City and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, to or about the Shelter premises described herein. The LAR shall indemnify the City and hold it harmless for any claim or damage arising out of any injury, death or property damage occurring in, on or about the Shelter premises described herein to the LAR or to an employee, volunteer, customer, invitee, guest or trespasser of the LAR. Notwithstanding, it is understood and agreed that the City's liability shall be limited by the provisions of Minnesota § 466 or other applicable law.
10. The City agrees to maintain liability coverage with minimum liability limits of not less than \$1,000,000.00 per occurrence through the League of Minnesota Cities insurance Trust using standard LMCIT liability coverage forms. The City shall name LAR as an additional insured and shall furnish a certificate of insurance to LAR prior to commencement of this agreement.

Financial Term

1. For each dog or cat rescued in the City of La Crescent, the City shall pay the LAR a fee of \$125.00, not to exceed \$7,000.00 per calendar year to cover the cost of rescue, care and shelter. Such payment shall be made within 30 days of invoice.

LAR Obligations

1. Reimburse the City for the City's expense incurred for electrical services. LAR will reimburse City for electrical services within thirty (30) days of request for reimbursement from City.
2. LAR will be responsible for invoices relating to water and sewer services and will pay said invoices when due.
3. LAR will be responsible for all day-to-day maintenance of the building including, but not limited to maintenance relating to operation of the furnace, air conditioning unit, shed, water softener, salt replenishment, and plumbing. In the event there is a major mechanical expense exceeding Two Thousand Five Hundred 00/100 Dollars (\$2,500.00), the parties shall meet, and review said expense for determination of the City's contribution to the expense, if any.
4. LAR will Provide for its own trash and recycling.
5. LAR will comply with all Minnesota Department of Health requirements including, but not limited to Minnesota Animal Companion Act.
6. LAR's use of the building will comply with all federal, state, and local zoning and use regulations.

City Obligations

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

Miscellaneous

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

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

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

4. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
5. LAR may not assign this Agreement.
6. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
7. LAR shall not discriminate against any person by reason of any characteristic protected by state or federal law.
8. Neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.
9. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

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

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

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

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Houston, State of Minnesota.
11. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
12. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
13. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13 and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.
14. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
15. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

As to Landlord this _____ day of _____, 2023.

LANDLORD:

CITY OF LA CRESCENT

By: Mikel Poellinger

Its: Mayor

By: Bill Waller

Its: City Administrator

As to Tenant, this _____ day of _____, 2023.

TENANT:

LA CRESCENT ANIMAL RESCUE, INC.

By: _____

Its: _____

#3.3

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED:

8/2/23

SUBMITTED BY:

Tim Dwyer

ISSUE:

Railroad activities along Shore Acres Rd

ATTACHMENTS:

JUSTIFICATION:

See attached document

ACTION REQUESTED:

REVIEWED BY: ☐ City Clerk/ Admin. ☐ City Attorney ☐ Bldg. Insp.
☐ Finance Director ☐ Public Works ☐ City Engineer

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 5:15 p.m. the day of the meeting.

08-2-2023

The La Crescent City Council should work to stop the Canadian Pacific Railroad from staging trains and locomotives along Shore Acres Road. Diesel exhaust from locomotives is carcinogenic. Even without added pollutants like diesel exhaust, La Crescent Air Quality Index readings frequently range from moderate to unhealthy. The staging of trains along Shore Acres exposes residents to air that may be polluted beyond this range. Unhealthy air quality combined with carcinogenic diesel exhaust could compound the potential inhalation harm, while the continuous and irritating noise from the locomotives disrupts an otherwise peaceful and quiet neighborhood.

Eastbound trains to Chicago habitually park along Shore Acres staging while waiting for the Canadian Pacific dispatcher to give them the signal at River junction East to proceed. River Junction East is located between 766 Shore Acres and 790 Shore Acres. The staging of all Eastbound trains and locomotives can be done away from Shore Acres residents. Trains can be held at Canadian Pacific control point milepost 286. Or, approximately 2 miles east of control point 286 is another control point, River Junction milepost 284.9. These areas are away from human activity. Train and locomotive movement through these points are governed by the Canadian Pacific dispatcher. Dispatchers should be instructed to complete staging in locations where they pose no risk or inconvenience to Shore Acres residents.

West bound trains from Dubuque and Chicago to Minneapolis and St. Paul also habitually stage between 834 and 864 Shore Acres. The Canadian Pacific dispatchers should stage these locomotives and trains West of Shore Acres past River junction, like above.

ITEM TWO

The La Crescent City Council should request Canadian Pacific Railroad to install whistle free crossings on all La Crescent grade crossings. It will require costs and labor to make this happen. The low volume of use on these crossings and the low number of crossings would benefit the Canadian Pacific total cost and increase the safety for railroad crews and the public. This change would also greatly reduce 24-hour noise volume heard throughout city.

As a retired railroad conductor of 39 years, I feel qualified to make these suggestions, and I am confident they would be in the city's and the Canadian Pacific's best interests. As city representatives, it is your responsibility to provide for the health and welfare of your constituents. Please take these suggestions into your consideration. Thank you for your time.

Tim Dwyer

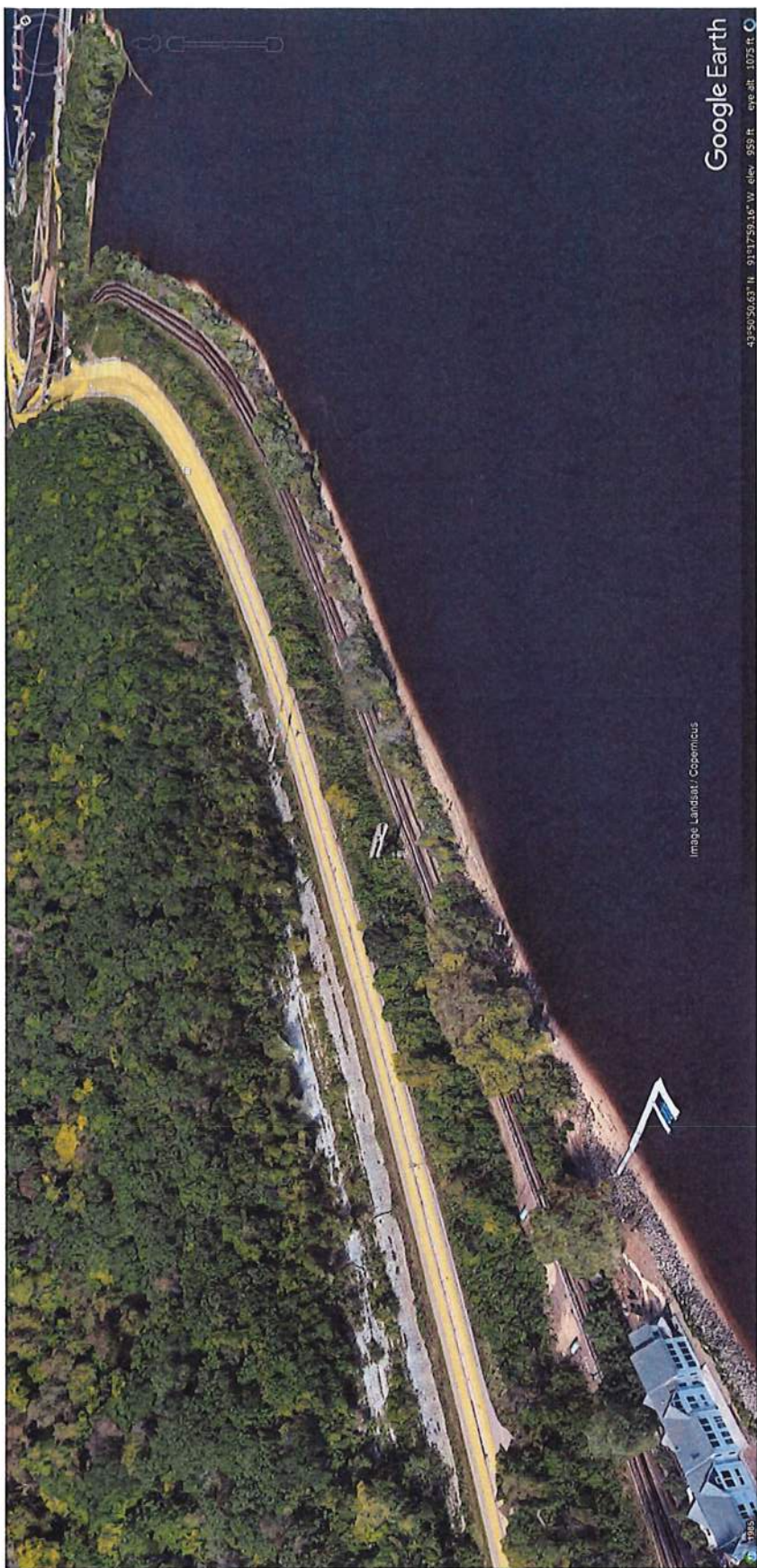
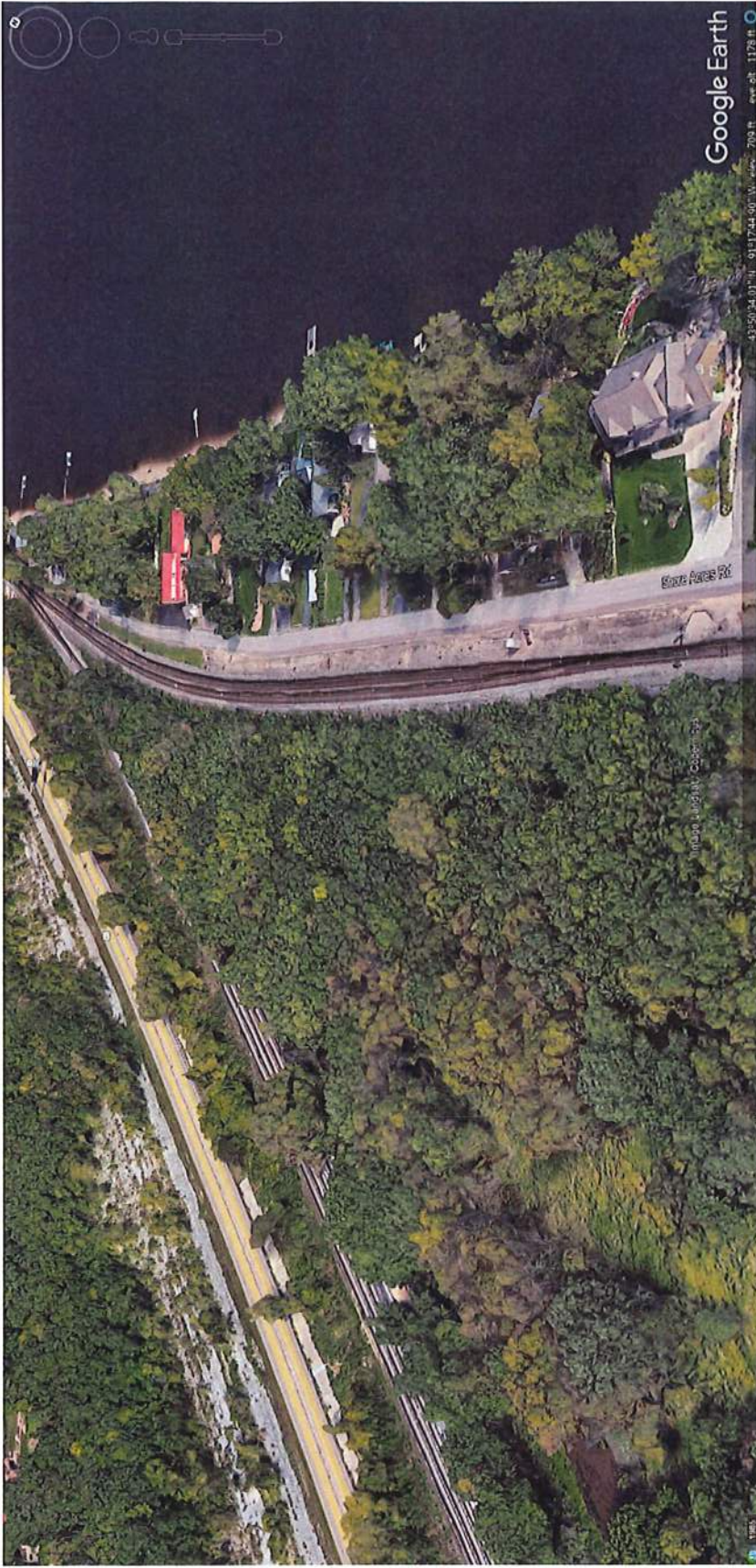


Image Landsat / Copernicus

Google Earth
43°50'59.63" N 91°17'59.16" W elev. 959 ft eye alt. 1075 ft



Bill Waller

From: Sheila Garrity <sheilagarrity794@gmail.com>
Sent: Thursday, August 24, 2023 4:02 PM
To: Mike Poellinger; Bill Waller; cjostad@cityoflacsency-mn.gov; Ryan Hutchinson; Teresa O'Donnell; Dale Williams
Cc: tmjm83@hotmail.com; Dave Hanifl
Subject: CPRR Staging

Dear LaCrescent Mayor Poellinger and City Council Members,

I write in support of a proposal initiated by my Shore Acres neighbors, Jan & Tim Dwyer.

This proposal asks that Canadian Pacific Railroad trains relocate their staging to two miles east of the housing on Shore Acres Rd. The railroad staging noise and diesel exhaust at the north end of Shore Acres does disturb the peacefulness and poses a potential health risk for residents in our neighborhood.

As train traffic has increased, so too has this disturbance become more of a nuisance for our neighborhood.

Air quality, as we've experienced this summer with Canadian wildfires, is a more significant health issue than ever. Although wildfire smoke may be outside of our control, working with CPRR to reduce diesel exhaust and staging noise adjacent to homes is a quality of life and health issue we can try to do something about.

Secondly, as the Dwyer proposal requests, whistle-free railroad crossings on all LaCrescent grade crossings would greatly reduce 24/7 noise volume.

Mr. Dwyers' almost 4 decades of employment as a railroad conductor is a significant resource for all of us. Hopefully, you will see fit to take advantage of his knowledge and expertise.

Thank you for your attention, consideration, and public service.

Sheila Garrity
794 Shore Acres Rd.
LaCrescent, MN 55947

Bill Waller

From: Julia Behrenbeck <jbehrenbeck@gmail.com>
Sent: Friday, August 25, 2023 10:31 AM
To: Mike Poellinger; Bill Waller; Cherryl Jostad; Ryan Hutchinson; Teresa O'Donnell; Dale Williams
Cc: Tim Dwyer; Jan Dwyer; Thomas Behrenbeck
Subject: Support for proposal by Jan and Tim Dwyer

Dear La Crescent City Council,

My husband and I would like to express our strong support for the proposal submitted for the Aug. 28th meeting by Jan and Tim Dwyer regarding the Canadian Pacific Railroad (CPRR). We recognized when we moved to Shore Acres Road that we would be dealing with trains. This was a small price to pay for living in this lovely community along the river.

However, we have found over the years that CPRR completely ignores their own rules and often stages trains in front of homes and leaves running locomotives parked along Shore Acres. We have noted that they change shifts at the stairs coming down along the highway 14/61 cutout. In that case the locomotives are running, often for hours or days, while waiting for the shift change or other reasons. This results in continuous toxic fumes, vibration and noise along side our home. This is quite a separate situation from the many running trains which we accept and have gotten used to. We understand that CPRR has an important business to run. However, we respectfully ask that they follow their own rules about running the railroad near populated locations.

In addition, the CPRR often brings heavy trucks on Shore Acres Road which turn at the end of the road on our private, empty lot (854 Shore Acres Road). This traffic has created very large caters (not just pot holes) at the end of Shore Acres Road that fill with water and mud. The turning of the heavy trucks has destroyed the front of our private property and the city road at the north end of Shore Acres Road. The road needs to be reinforced to support this heavy machinery and CPRR really should contribute, along with the city of La Crescent to the road repair. A turn around at the end of Shore Acres Road is also need for city trucks and snowplows.

We plan to attend the meeting on Monday and would be glad to discuss these issues and solutions.

Best regards,

Julia and Thomas Behrenbeck

507-254-0983
507-269-8715

Bill Waller

From: Jim Fowler <jfowler@fowlerhammer.com>
Sent: Friday, August 25, 2023 12:38 PM
To: Mike Poellinger
Cc: Bill Waller; Cheryl Jostad; Ryan Hutchinson; Teresa O'Donnell; Dale Williams
Subject: CPRR along Shore Acres Rd

I am writing in support of Tim Dwyer's proposal regarding train staging along Shore Acres Rd. With the merger of Kansas City Southern and Canadian Pacific RR's there will be an expected increase of 6 trains per day through La Crescent by 2027. That makes this a good time to explore Tim's ideas and see if they can improve the situation before train traffic increases in the next few years.

Thanks

Jim

JIM FOWLER

ESTIMATOR



Fowler & Hammer, Inc.
313 Monitor Street, La Crosse, WI 54603
Office: (608) 782-6849 | Fax: (608) 785-7055
jfowler@fowlerhammer.com

WWW.FOWLERHAMMER.COM

#3.4

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED: 08-08-23

SUBMITTED BY: Mike Fitzpatrick

ISSUE: Water Run off, Contacting Adjacent Land owners,
Parking, Sidewalk, Bathroom facilities, Handicap Access,
and Lighting for the Dog Park on S 7th St

ATTACHMENTS:

JUSTIFICATION: Wondering if any of the above items have
been considered.

ACTION REQUESTED: Would like answers for these questions.

REVIEWED BY: _____ City Clerk/ Admin. _____ City Attorney _____ Bldg. Insp.
_____ Finance Director _____ Public Works _____ City Engineer

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 5:15 p.m. the day of the meeting.

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED: 8-25-23

SUBMITTED BY: Julie Tully & Mike Tully

ISSUE: Dog Park

ATTACHMENTS:

JUSTIFICATION: Privacy of neighborhood
Run off of water

ACTION REQUESTED:

REVIEWED BY: _____ City Clerk/ Admin. _____ City Attorney _____ Bldg. Insp.
_____ Finance Director _____ Public Works _____ City Engineer

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 5:15 p.m. the day of the meeting.

#3.5

RESOLUTION NO. 08-23-30

**RESOLUTION ACCEPTING DONATIONS MADE TO THE
CITY OF LA CRESCENT WIESER MEMORIAL PARK IMPROVEMENT PROJECT
IN AUGUST 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 August 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. Elaine and Jim Riehle wish to donate \$5,000.00 to the Wieser Park Improvement Project.
2. An anonymous donor has agreed to reimburse the City for any additional costs for the Donor Appreciation/Recognition Event to be held at the Wieser Park Pavilion on Friday, September 8th that exceeds the current available unexpended donated funds of \$4,182. The sponsors of the project are requesting that the balance of the unexpended donated funds be used for the event.

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 28th day of August 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

RESOLUTION NO. 08-23-31

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

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

1. Sons of Norway wishes to donate \$50.00 to the La Crescent Fire Department.
2. Houston County wishes to donate \$100.00 to the La Crescent Police Department/Neighbor's Night Out.
3. An Anonymous Donor wishes to donate \$20.00 to the La Crescent Police Department/Neighbor's Night Out.
4. Dairyland Power Cooperative wishes to donate \$1,000.00 to the La Crescent Kayak Launch/Fishing Dock Project.
5. La Crescent Community Foundation, Inc. wishes to donate \$1,000.00 to the La Crescent Kayak/Fishing Dock Project.
6. North American Squirrel Association, Inc. (NASA) wishes to donate \$5,000.00 to the La Crescent Kayak Launch/Fishing Dock Project.
7. Rotary Works Foundation, Inc. wishes to donate \$2,000.00 to the La Crescent Kayak Launch/Fishing Dock Project

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

ADOPTED this 28th day of August 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

#3.6



LA CRESCENT PUBLIC LIBRARY

321 MAIN ST., LA CRESCENT, MN 55947

PHONE (507)895-4047 FAX (507)895-7153

July 21, 2023

Mayor Mike Poellinger

City Council Members Ryan Hutchinson, Cherryl 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 for a storytime collaboration with Windy Ridge Ranch. This partnership will kickoff our fall storytime season, offering a fun, educational event for our youngest patrons and their families. Our request is for use of the grassy lot space behind the library to host our storytime program with Shelley Ellingson of Windy Ridge Ranch and one of her mini horses.

In order to provide the best environment and space possible for both the animal and our attendees, the use of the grassy lot will be the most convenient and welcoming for this type of learning. At the program, our library staff will share stories about horses with the attendees and Ms. Ellingson will share the parts of the horse, how to brush them and care for them, and how to feed them. The children will be allowed to pet, brush, and feed Star, the mini horse.

Details include:

- 1) Use of the grassy lot behind the library
 - a. Date: Saturday, September 30th, 2023 – estimated times 10:00am – 12:00pm
 - b. Purpose: To host special guests Shelley Ellingson and "Star" of Windy Ridge Ranch
 - c. Rain site: program would be rescheduled
 - d. Additional needs: N/A

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

#3.7



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



July 18, 2023

Honorable Mayor and City Council Members
City Administrator Bill Waller

RE: Joint Powers Agreement – Minnesota Internet Crimes Against Children Task Force

The Internet Crimes Against Children (ICAC) Task Force Program helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and *Investigative* components, training and technical assistance, victim services, prevention, and community education. The ICAC Program is a national network of coordinated task forces representing federal, state, and local law enforcement and prosecutorial agencies. The agencies engage in both proactive and reactive investigations, forensic examinations, and criminal prosecutions.

The La Crescent Police Department would like to have Investigator Kaylee Inglett join the Minnesota Internet Crimes Against Children Task Force (ICAC) Program.

The agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (BCA) and the City of La Crescent on behalf of the La Crescent Police Department.

Sincerely,

Luke Ahlschlager
Chief of Police

RESOLUTION NO. 08-23-32

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF LA CRESCENT ON BEHALF OF ITS POLICE
DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST
CHILDREN TASK FORCE (ICAC)**

WHEREAS, the City of La Crescent on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that are committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of La Crescent on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police Luke Ahlschlager, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Mike Poellinger, the Mayor of the City of La Crescent, and Bill Waller, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 28th day of August 2023.

CITY OF LA CRESCENT

SIGNED:

Mike Poellinger
Mayor

ATTEST:

Bill Waller
City Administrator



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "City of La Crescent on behalf of the La Crescent Police Department, located at 315 Main Street, La Crescent MN, 55947" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.

- 3.6 Investigators must be licensed Minnesota peace officers.
- 3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5 Not commingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Joshua Florell, Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: Joshua.Florell@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Luke Ahschlager, Chief
Address: La Crescent Police Department
315 Main Street
La Crescent, MN 55947
Telephone: 507-895-4414
E-mail Address: lahschlager@city of lacrescent-mn.gov

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental

Unit must immediately notify the BCA.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

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

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will email the Governmental Unit's Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT PO Number: 3000074442

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement**

By: _____

Date: _____

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: August 24, 2023
RE: Change Time for City Council Meetings

For City Council information, the La Crescent Town Board holds their monthly meeting at the Community Building on the second Monday of the month, beginning at 7:00 pm. The Town Board Clerk has informed the City that they begin setting up for their monthly meeting at 6:30 pm.

Based on this, we are suggesting that the City Council move the start time for City Council meetings on both the second and fourth Mondays of the month to 5:00 pm. This would take effect with the first meeting in September 2023.

#5.1



Lissencephaly Foundation Inc

Empowering Families. Educating Communities.

Lissencephaly Awareness Day Proclamation

WHEREAS Lissencephaly is a rare gene-linked brain malformation, causing the brain to have less or no ridges & folds; making it appear smooth. It is estimated about 1 in 100,000 individuals are born with this condition

WHEREAS people living with this condition may also suffer from hypertonia, epilepsy, swallowing disorders, developmental delays, and more

WHEREAS addressing the complex medical needs early in life is imperative to helping families successfully care for their children at home. The need for more education, awareness & support for families is desperately needed

WHEREAS It is appropriate that one day each year should be set apart from the rest and be known as Lissencephaly Awareness Day, this day shall be on September 8th

WHEREAS Lissencephaly Foundation Inc; a nonprofit charitable organization wants to help support these individuals through our continued efforts of empowering families and educating communities;

NOW, THEREFORE, I Mike Poellinger, Mayor of the City of La Crescent do hereby proclaim September 8th, to be known in the City of La Crescent as

Lissencephaly Awareness day

AND urge our citizens, patients, caregivers, medical professionals and all agencies and organizations interested in supporting these families to unite on that day in observance of such exercises.

Dated this 28th day of August 2023



Mayor _____

#6.1

The City of La Crescent will be hosting
a ribbon cutting ceremony and open house
for the new Wieser Park Pavilion
and pickleball courts.

PLEASE JOIN US!

Tuesday, September 12, 2023

5:00p.m. – 7:00p.m. Open House

5:30p.m. Ribbon Cutting

1811 County 6, La Crescent



The improvement project will be completed by the beginning of September.

#6.2

TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: August 22nd, 2023

RE: Home Energy Squad

The Home Energy Squad team will be visiting La Crescent September 18th, 18th, and 20th to perform home energy audits. Benefits of the program for residents include instant energy savings via installed materials at the visit, equipment inspection of insulation, HVAC systems and water heaters, and support for next steps with financing and rebates. We encourage you to spread the word about this great opportunity within the community.

6.3

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: August 10th, 2023

RE: GreenStep committee minutes August 2nd 2023

Attached for your review are the minutes from the August 2nd 2023 meeting of the GreenStep committee. Elizabeth Genkinger attended the meeting to inform the committee of the work she has completed during her summer internship with the University of Minnesota.

TO: Honorable Mayor and City Council Members

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: August 7th, 2023

RE: Meeting Minutes August 2nd 2023 4:30 p.m.

ATTENDANCE: Jason Ludwigson, Teresa O'Donnell, Jim Nissen, Jeremy Wise, and Tyler Benish

MEMBERS NOT IN ATTENDANCE: Bob Spencer, Todd Bille, Bill Waller, Michael Alfieri and Lauren Rislov

AGENDA

1. The committee, by consensus, approved the March 30th 2023 GreenSteps committee minutes.
2. The committee discussed new member(s) recruitment.
3. The committee was introduced to Elizabeth Genkinger who is completing a summer internship for the city through the University of Minnesota's Institute on the Environment – Introduction. Elizabeth introduced herself to the committee and highlighted the projects she has been working on. The internship will end on August 11th.
4. The committee discussed the 2023 Work Plan. Discussion followed about promoting the Adopt-a-Drain and Tree Steward efforts. Consideration of hosting and an all-city committee meeting or open house was suggested. No action was taken.
5. Jason Ludwigson informed the committee that the Home Energy Squad is planning visits in September 2023. Discussion followed noting that the Home Energy Squad visits should be held after Applefest.
6. The committee reviewed the Food Forest Report. Discussion followed as to next steps for the plan. Outreach to the local schools as possible sites for the food forest was suggested.
6. The committee reviewed the Bike Friendly Cities Community Report Card. The SRTS committee will review the report card further at its bi-annual meeting in September. Jason Ludwigson reviewed the Safe Routes to School Boost Grant with the committee. Invites were extended to the committee members to attend the Bike Friendly Cities Award Ceremony at the Rotary 's Apple Blossom Bike Tour August 12th at 7:30 a.m. in Veterans Park.
7. Project updates were provided on the following: Installation of solar PV systems on the Ice Arena, Pool, Wieser Park Shelter, and Pine Creek Golf Course, Conservation Partners Legacy grants for Pine Creek restoration and Stoney Point Forest restoration, MnDOT Landscape Planting 2023 – September, and the recently adopted Beekeeping Ordinance.
8. The committee reviewed sustainable building policy second review. Discussion followed noting that the draft needs some items removed and suggesting outreach to other Minnesota cities who have sustainable building policies for implementation information.