

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
NOVEMBER 25, 2024
5:00 P.M.

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

1. CONSENT AGENDA

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

- 1.1 MINUTES – NOVEMBER 12/13, 2024
- 1.2 BILLS PAYABLE THROUGH NOVEMBER 22, 2024

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 COMMUNITY RECOGNITION – TRADITIONS ASSISTED LIVING FIRE/RESCUE
- 3.2 BODY WORN CAMERA AUDIT
- 3.3 PLANNING COMMISSION MINUTES – 11/6/2024
- 3.4 2025 MARKETING/PROMOTIONAL AGREEMENTS
- 3.5 AUTHORIZE EXPENDITURE – GRINDER PUMP
- 3.6 AUTHORIZE EXPENDITURE – ICE ARENA
- 3.7 AUTHORIZE EXPENDITURE - COMPUTERS
- 3.8 WIESER PARK – MEMORANDUM OF AGREEMENT
- 3.9 2025 LICENSE RENEWALS
- 3.10 GAMBLING PERMIT APPLICATION
- 3.11 TAX CERTIFICATION RESOLUTION
- 3.12

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
NOVEMBER 25, 2024
5:00 P.M.

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 EXPLORE LA CROSSE
- 6.2 HOLIDAY TRAIN – DECEMBER 10, 2024
- 6.3
- 6.4
- 6.5

7. CORRESPONDENCE

- 7.1
- 7.2
- 7.3

8. CHAMBER OF COMMERCE

8.1

9. ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

#1.1

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

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

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: Ryan Hutchinson. Also present were, City Administrator Bill Waller, City Attorney Skip Wieser, Finance Director Kara Tarrence, Public Works Director Tyler Benish, City Engineer Tim Hruska (via Zoom), Library Director Jess Witkins, and City Clerk Angie Boettcher.

Tammy Omdal, Managing Director, Public Finance of Northland Securities was also in attendance.

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 – OCTOBER 28, 2024
- 1.2 BILLS PAYABLE THROUGH – NOVEMBER 8, 2024

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

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

2. PUBLIC HEARING/MEETING – 2025-2029 STREET RECONSTRUCTION PLAN

At 5:00 PM the City Council held a public hearing to consider the City's 2025 to 2029 Street Reconstruction Plan. City Council reviewed a copy of the plan and a copy of the proposed Resolution for approval that adopts the street reconstruction plan and approves the issuance of general obligation street reconstruction bonds. Tammy Omdal from Northland Securities and City Engineer Hruska (via Zoom) were in attendance to review these items with City Council. Mayor Poellinger opened the meeting for public comment. There were no public comments. Mayor Poellinger closed the public hearing at 5:05 PM.

City Council reconvened with the schedule of the Regular City Council Meeting.

ITEM 3.1 – RESOLUTION – ADOPT STREET RECONSTRUCTION PLAN

City Council reviewed for approval a Resolution adopting the 2025-2029 street reconstruction plan. Following discussion, Member O'Donnell-Ebner introduced the following resolution and moved its passage and adoption:

RESOLUTION 11-24-37 RESOLUTION ADOPTING A STREET RECONSTRUCTION AND OVERLAY PLAN AND APPROVING THE ISSUANCE OF GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

WHEREAS, the City of La Crescent, Minnesota (the "City"), has determined that it is in the best interest of the City to authorize the issuance and sale of general obligation street reconstruction bonds pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to finance the cost of street reconstruction projects, as described in the proposed street reconstruction and overlay plan described below, a copy of which is on file in the City Administrator's office; and

WHEREAS, pursuant to the Act, the City is authorized to issue and sell general obligation street reconstruction bonds for street reconstruction under the circumstances and within the limitations set forth in the Act. The Act provides that a street reconstruction and overlay plan may be financed with general obligation street reconstruction bonds, following adoption of a street reconstruction and overlay plan, after a public hearing on the street reconstruction and overlay plan and on the issuance of general obligation street reconstruction bonds and other proceedings conducted in accordance with the requirements of the Act; and

WHEREAS, pursuant to the Act, the City has prepared a five year street reconstruction and overlay plan for calendar years 2025 through 2029, which describes the streets to be reconstructed, the estimated costs and any planned reconstruction of other streets in the City, including the issuance of general obligation street reconstruction bonds under the Act (the "Plan"), to determine the funding strategy for street reconstruction projects; and

WHEREAS, on the date hereof, the City Council held a public hearing on the adoption of the Plan and the issuance of not to exceed \$6,000,000 general obligation street reconstruction bonds (the "Bonds") under

the Plan for street reconstruction improvements to those streets described in the Plan (the "Street Reconstruction Projects") after publication of the notice of public hearing not less than 10 days nor more than 28 days prior to the date thereof in the City's official newspaper; and

WHEREAS, all parties who appeared at the public hearing were given an opportunity to express their views with respect to the proposal to adopt the Plan and to undertake and finance the Street Reconstruction Projects by the issuance of Bonds and any written comments submitted prior to the public hearing were considered.

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

1. City Policies and Goals. The financing of the Street Reconstruction Projects and the issuance and sale of the Bonds would further the policies and goals of the City as set forth in the Plan, hereby adopted by the City Council in connection with the issuance of the Bonds.

2. Adoption of Street Reconstruction and Overlay Plan. Based on information received at the public hearing, such written comments (if any) and such other facts and circumstances as the City Council deems relevant, it is hereby found, determined and declared that:

- (a) the Street Reconstruction Projects proposed in the Plan will allow the City to upgrade its transportation infrastructure to accommodate anticipated and existing residential and commercial development; and
- (b) the Plan is hereby approved and adopted in the form presently on file with the City.

3. Authorization and Approval of Bonds. The City is hereby authorized to issue the Bonds, the proceeds of which will be used, together with any additional funds of the City which might be required, to finance certain costs of the Street Reconstruction Projects and to pay costs of issuance of the Bonds.

4. Execution of Documents. The Mayor and City Administrator are authorized and directed to execute such other documents and instruments as may be required to give effect to the transactions herein contemplated.

5. Voter Referendum Contingency. Pursuant to the Act, a petition requesting a vote on the question of issuing the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, may be filed within thirty days of the public hearing. Upon receipt of such petition within the prescribed time period, the City may issue the Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Bonds. The authorizations and approvals contained herein are subject to and contingent upon not receiving such a petition, or, in the event such a petition is filed, the approving vote of a majority of the voters voting on the question of the issuance of the Bonds.

ADOPTED this 12th day of November 2024.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.2 – SUMMER READING PROGRAM REVIEW

City Library Director Jess Witkins reviewed the summer reading program with City Council. This was informational only, no action required.

ITEM 3.3 – CANVASSING BOARD – ELECTION RESULTS

The City Council serves as the Canvassing Board for City Elections, which took place in conjunction with the General Election on Tuesday, November 5, 2024. The City Council must meet to canvas the returns and declare the results. The abstract of votes was presented to the City Council. Following discussion, a question regarding the votes for Precinct 4 (mail ballots) was asked by Member Jostad. It was recommended that clarification was needed and this item would be brought back at the end of the meeting.

ITEM 3.4 – PETITION TO VACATE STREET – CALL FOR PUBLIC HEARING

City Attorney Skip Wieser reviewed with City Council for approval a petition from the owner of the Commodore property to vacate the street that runs between their property. A copy of the petition and a site plan for the proposed project was included. A copy of the applicable State statute regarding the vacation of

public right-of-way was also included. In order to proceed it was recommended that City Council call for the required public hearing at 5:00 p.m. on Monday, December 9, 2024. Following discussion, Member Jostad made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO CALL FOR A PUBLIC HEARING REGARDING THE VACATION OF THE STREET THAT RUNS BETWEEN THE COMMODORE PROPERTY AND ADJACENT TO SOUTH CHESTNUT STREET AT 5:00 PM, ON MONDAY, DECEMBER 9, 2024 AT THE LA CRESCENT COMMUNITY BUILDING, 336 SOUTH 1ST STREET.

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

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

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

ITEM 3.5 – REVIEW CANNABIS REGULATIONS

City Attorney Wieser reviewed the draft of the Cannabis Ordinance with City Council. It was recommended that language be added under Section 3 stating that cannabis businesses are not allowed in residential districts. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO ADD LANGUAGE UNDER SECTION 3 OF THE CANNABIS ORDINANCE STATING THAT CANNABIS BUSINESSES ARE NOT ALLOWED IN RESIDENTIAL DISTRICTS.

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

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

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

An Agenda request from Member Jostad requesting a Public hearing for the Cannabis Ordinance was also addressed. Following discussion, Member Jostad made a motion to call for a public hearing on the proposed cannabis ordinance. The motion failed due to no second motion.

ITEM 3.6 – 2024 HOLIDAY GATHERING

Mayor Poellinger requested approval from City Council to hold a Holiday Gathering for City staff and elected and appointed officials in December. Following discussion, Member Williams made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO APPROVE A HOLIDAY GATHERING FOR CITY STAFF AND ELECTED AND APPOINTED OFFICIALS IN DECEMBER.

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

Cherryl Jostad	Yes
Teresa O’Donnell-Ebner	Yes
Dale Williams	Yes
Mayor Poellinger	Yes

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

ITEM 3.7 – PERSONNEL COMMITTEE RECOMMENDATION

The Personnel Committee had the following recommendation for consideration by the City Council:

1. On December 4, 2024, Kaleb Peterson will have successfully completed his one-year probationary period as a Peace Officer for the City of La Crescent. Effective December 4, 2024, the Personnel Committee recommends that Mr. Peterson’s probationary status be removed and that he be classified as a regular City of La Crescent employee. A letter from the Police Chief regarding this recommendation was included. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE REMOVING KALEB PETERSON’S PROBATIONARY STATUS AS A PEACE OFFICER EFFECTIVE DECEMBER 4, 2024, AND THAT HE BE CLASSIFIED AS A REGULAR CITY OF LA CRESCENT EMPLOYEE.

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

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

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

ITEM 3.8 – 2025 GENERAL FUND BUDGET REVIEW

City Administrator Bill Waller reviewed the proposed 2025 general fund budget/levy with City Council. The council was given the opportunity to ask questions regarding the budget/levy.

ITEM 3.9 – AUTHORIZE CAPITAL EXPENDITURE – PRINTERS

City Finance Director Kara Tarrence reviewed with City Council for authorization the purchase of new printers for City departments, including City Hall, Police Department, Fire Department, and Pine Creek Golf Course. The City's current printer/copier leases with EO Johnson expire on November 20, 2024. The City would like to contract with Tri-State Business Machines who offered both outright purchase options and lease agreement options. By purchasing the machines outright for \$20,060 the City would save \$7,240 instead of leasing the machines for a sixty (60) month lease agreement for \$27,300. Funds are available in the 2022 Capital Equipment Certificate to cover the cost of purchasing the equipment outright. By owning the machines, the City would only pay a monthly fee for service and the base cost of copies made. It was recommended that City Council authorize the Capital Equipment Expenditure of \$20,060 to purchase the printers/copiers through Tri-State Business Machines. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO AUTHORIZE THE CAPITAL EQUIPMENT EXPENDITURE OF \$20,060 TO PURCHASE PRINTERS/COPIERS THROUGH TRI-STATE BUSINESS MACHINES FOR CITY DEPARTMENTS INCLUDING, CITY HALL, POLICE DEPARTMENT, FIRE DEPARTMENT, AND PINE CREEK GOLF COURSE.

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

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

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

ITEM 3.10 – INCREASE FIXED ASSET AMOUNT

City Finance Director Kara Tarrence reviewed with City Council for approval updating the City’s policy to increase the City’s fixed asset capitalization minimum threshold from \$500 to \$5,000. The capitalization threshold is the dollar value at which a government elects to capitalize tangible or intangible assets that are used in operation and that have initial useful lives extending beyond a single reporting period. The City’s Fixed Asset Policy was approved in 2005 and at that time the threshold was set at \$500. The State of Minnesota Office of the State Auditor Guide to Local Government Fixed Assets states a minimum capitalization threshold of \$5,000. Further, GFOA (Government Finance Officers Association) also recommends that state and local governments adhere to establishing a minimum capitalization threshold of \$5,000 for any individual item. It was recommended that City Council approve an update to the City’s policy to align with state and local government standards effective starting with the year 2024. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE UPDATING THE CITY’S POLICY TO INCREASE THE CITY’S FIXED ASSET CAPITALIZATION MINIMUM THRESHOLD TO \$5,000 TO ALIGN WITH STATE AND LOCAL GOVERNMENT STANDARDS EFFECTIVE STARTING WITH THE YEAR 2024.

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

Cherryl Jostad	Yes
Teresa O’Donnell-Ebner	Yes
Dale Williams	Yes
Mayor Poellinger	Yes

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

ITEM 3.11 – AUTHORIZE CONTRIBUTION – FIRE RELIEF ASSOCIATION

City Administrator Bill Waller reviewed with City Council for authorization payment of \$190 to the La Crescent Fire Relief Association. Each year the La Crescent Fire Relief Association is required to have an independent audit completed and then submit the audit along with a Lump-Sum Pension Plan form and a Financial and Investment Reporting Entry form to the Office of the Minnesota State Auditor. This has been completed for 2023. The audit for the year ending 2023 shows a funded ratio of 111.96% and an excess of funds over the accrued liability of \$150,150. However, the 2023 Lump-Sum Pension Plan form when completed indicates that a contribution of \$190 is required from the City to the la Crescent Relief Association. It was recommended that City Council authorize the payment. Following discussion, Member Jostad made a motion, seconded by Member O’Donnell-Ebner as follows:

MOTION TO AUTHORIZE PAYMENT OF \$190 TO THE LA CRESCENT FIRE RELIEF ASSOCIATION.

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

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

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

ITEM 3.12 – DONATION RESOLUTION

City Council reviewed a Resolution regarding the acceptance of donations to the City for the Month of October. Following review and discussion, Member Jostad introduced the following Resolution and moved its passage and adoption:

RESOLUTION NO. 11-24-38

RESOLUTION ACCEPTING A DONATION MADE TO THE CITY OF LA CRESCENT IN OCTOBER 2024

WHEREAS, the following donations were made to the City of La Crescent in the month of October 2024;

1. Helen Hafner wishes to donate \$300.00 to the La Crescent Fire Department.

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

ADOPTED this 12th Day of November 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

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

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

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

ITEM 3.3 – CANVASSING BOARD - CONTINUED

It was recommended to continue the meeting to Wednesday, November 13th at 4:30 pm at the La Crescent Community Building for the purpose of clarification before certifying the canvas report. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO CONTINUE THE CITY COUNCIL MEETING FOR THE PURPOSE OF CLARIFICATION BEFORE CERTIFYING THE CANVAS REPORT ON WEDNESDAY, NOVEMBER 13TH AT 4:30 PM AT THE LA CRESCENT COMMUNITY BUILDING.

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

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1. GREENSTEP MEETING MINUTES – OCTOBER 2, 2024

City Council reviewed the October 2, 2024 GreenStep meeting minutes.

6.2 HOLIDAY TRAIN – DECEMBER 10, 2024

City Council reviewed information regarding the Holiday Train visit on December 10, 2024.

8. HOUSTON COUNTY

Houston County Commissioner Dewey Severson was in attendance and provided updates.

9. CHAMBER OF COMMERCE

Chamber of Commerce representative Ben Horn was in attendance. There were no updates at this time.

There being no further business to come before the Council at this time, Member O'Donnell-Ebner made a motion, seconded by Member Williams to continue the meeting to Wednesday, November 13, 2024, to certify the canvas report. Upon a roll call vote taken and tallied by the City Clerk, the following Members present voted in favor thereof, viz;

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

and none voted against the same. The motion was declared duly carried and the meeting duly continued at 5:44 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

MINUTES, CONTINUED MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
NOVEMBER 12, 2024

Pursuant to due call and notice thereof, the continuation of the first meeting of the City Council of the City of La Crescent for the month of November was called to order by Mayor Mike Poellinger at 4:40 PM in the La Crescent Community Building, La Crescent, Minnesota, on Wednesday, November 13, 2024.

Upon a roll call taken and tallied by the City Clerk, the following members were present: Members Ryan Hutchinson, Cheryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present was, City Clerk Angie Boettcher.

Mayor Poellinger continued Item 3.3 Canvassing Board – Election Results.

ITEM 3.3 – CANVASSING BOARD – ELECTION RESULTS (CONT'D)

City Clerk Angie Boettcher clarified the error in the abstract presented at the meeting on November 12th. Winona County Auditor-Treasurer Chelsi Wilbright was not done proofing the Winona County abstract before the Houston County Auditor-Treasurer Polly Heberlein ran her abstract resulting in the La Crescent City Clerk receiving the incorrect abstract. The correct abstract of votes was then presented to the City Council. The ballots cast in Precinct No. 1, Precinct No. 2, Precinct No. 3, and Precinct No. 4 on Tuesday, November 5, 2024, for the City of La Crescent are as follows:

Mayor	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Total Votes
Mike Poellinger	1134	804	566	48	2552
Write-In	46	49	25	7	127

Council Member	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Total Votes
Dale Williams	999	676	491	38	2204
Christopher Langen	1011	678	483	49	2221
Write – In	11	18	6	6	41

Following discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 11-24-39

RESOLUTION CANVASSING THE 2024 CITY ELECTION WHICH TOOK PLACE IN CONJUNCTION WITH THE GENERAL ELECTION HELD ON NOVEMBER 5, 2024.

WHEREAS, the City of La Crescent had a Mayoral seat and two City Council seats to be voted on at the 2024 State General Election on November 5, 2024.

WHEREAS, the City Council acting as the Canvassing Board of the City of La Crescent did canvass the 2024 State General Election results of November 5, 2024, per the abstract provided by Houston County and Winona County Elections Offices.

NOW, THEREFORE, BE IT RESOLVED, that the La Crescent City Council hereby certifies the following as elected officials:

Mayor – Mikel Poellinger
City Council Member – Dale Williams
City Council Member – Christopher Langen

ADOPTED this 13th Day of November 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

The foregoing motion was duly seconded by Member O'Donnell-Ebner and upon a roll call vote taken and tallied by the City 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.

There being no further business to come before the Council at this time, Member Williams made a motion, seconded by Member Hutchinson to adjourn the meeting. Upon a roll call vote taken and tallied by the

City 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 4:46 P.M.

APPROVAL DATE: _____.

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 22, 2024
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending November 22, 2024. We would suggest that the City Council approve the payment of the bills payable as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ABILITY BUILDING CENTER INC						
22808	FD - CLEANING STATION	10/31/2024	251.25	.00		
22808	FD - CLEANING COMM RM	10/31/2024	344.50	.00		
22809	CITY HALL - SHREDDING	10/31/2024	23.66	.00		
22809	CITY HALL - CLEANING	10/31/2024	90.05	.00		
Total 8085:			709.46	.00		
AMAZON CAPITAL SERVICES						
137Y-JJ9R-67LM	LIBRARY - BOOKS	11/18/2024	29.95	.00		
14QM-1Q1F-FYH	PUBLIC WORKS - OFFICE SUPPLIES	11/05/2024	10.60	.00		
14QM-1Q1F-FYH	CITY HALL - OFFICE SUPPLIES	11/05/2024	131.97	.00		
14QM-1Q1F-FYH	PD - OFFICE SUPPLIES	11/05/2024	25.80	.00		
14VR-FFX6-4YD	LIBRARY - CLEANING SUPPLIES	11/18/2024	6.96	.00		
1D7P-HWWR-6G	LIC BUR - CLEANING SUPPLIES	11/05/2024	11.49	.00		
1D7P-HWWR-6G	PARKS - CLOCK FOR WIESER PAVILION	11/05/2024	29.99	.00		
1H64-1K7J-C4Q	LIBRARY - BOOKS	11/20/2024	7.50	.00		
1JHR-DX9Y-CPQ	STREETS - PLOW TRUCK MAINT	11/20/2024	10.32	.00		
1JNP-CWGL-PG	LIBRARY - BOOKS	10/26/2024	11.02	.00		
1K7V-JCXT-6FK	LIBRARY - BOOKS	11/14/2024	45.16	.00		
1PMF-913W-6G6	LIBRARY - BOOKS	11/12/2024	16.00	.00		
1TX9-6Q1Y-4FG	LIBRARY - OFFICE SUPPLIES	11/18/2024	114.98	.00		
1V4X-9VYW-4FL	STREETS - LIGHT BAR FOR PLOW TRUCK	11/20/2024	36.99	.00		
1VKP-XFD7-9GT	PD - OFFICE SUPPLIES	11/21/2024	240.22	.00		
1VKP-XFD7-9GT	B&Z - VEHICLE MAINT	11/21/2024	21.59	.00		
1VKP-XFD7-9GT	CITY HALL - OFFICE SUPPLIES	11/21/2024	23.94	.00		
1VKP-XFD7-9GT	LIC BUR - CLEANING SUPPLIES	11/21/2024	8.99	.00		
1XTY-LGNT-6L33	LIBRARY - BOOKS GRANT FUNDED	11/13/2024	48.78	.00		
Total 9956:			832.25	.00		
AMERICAN LEGAL PUBLISHING CORP						
37760	INTERNET RENEWAL - 12/24- 12/25	11/19/2024	495.00	.00		
Total 8057:			495.00	.00		
ANCHOR SOLAR INVESTMENTS LLC						
#61	RADIUM PLANT - SOLAR	11/01/2024	402.46	.00		
#61	MAINTENANCE BLDG - SOLAR	11/01/2024	402.46	.00		
#61	ANIMAL RESCUE - SOLAR	11/01/2024	206.37	.00		
Total 9859:			1,011.29	.00		
ASSOCIATION OF MN BUILDING OFFICIALS						
11/21/24	TRAINING/2 DAYS - S. WETTERLIN	11/21/2024	400.00	.00		
11/21/24 REG	TRAINING/4 DAYS - J. TARRENCE	11/21/2024	800.00	.00		
Total 8511:			1,200.00	.00		
AUTO VALUE LA CROSSE						
516511128	BOBCAT & 1 TON REPAIR	10/31/2024	85.58	.00		
Total 2106:			85.58	.00		
BAKER & TAYLOR						
2038600019	LIBRARY - BOOKS GRANT FUNDED	10/01/2024	258.88	.00		
2038600770	LIBRARY - BOOKS GRANT FUNDED	10/02/2024	702.50	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2038619192	LIBRARY - BOOKS GRANT FUNDED	10/08/2024	246.41	.00		
2038640564	LIBRARY - BOOKS GRANT FUNDED	10/17/2024	290.07	.00		
2038658818	LIBRARY - BOOKS GRANT FUNDED	10/28/2024	193.51	.00		
H70362480	LIBRARY - MOVIES	10/03/2024	64.46	.00		
H70493780	LIBRARY - MOVIES	10/23/2024	33.74	.00		
Total 8022:			1,789.57	.00		
BLUE CROSS BLUE SHIELD MINNESOTA						
12/24 STMT	EMPLOYER PAID HEALTH - CLERK	11/21/2024	1,341.90	1,341.90	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - FD	11/21/2024	70.63	70.63	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - LIBRARY	11/21/2024	528.82	528.82	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - LICENSE BUREAU	11/21/2024	1,779.16	1,779.16	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - PARKS	11/21/2024	594.58	594.58	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - PD	11/21/2024	4,575.71	4,575.71	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - REC	11/21/2024	194.15	194.15	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - SEWER	11/21/2024	913.92	913.92	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - STREET	11/21/2024	2,021.17	2,021.17	11/21/2024	
12/24 STMT	EMPLOYER PAID HEALTH - WATER	11/21/2024	1,242.54	1,242.54	11/21/2024	
12/24 STMT	HEALTH INSURANCE WITHHELD	11/21/2024	1,864.20	1,864.20	11/21/2024	
Total 9672:			15,126.78	15,126.78		
BOB'S LOCK & SAFE INC.						
43479	WATER DEPT - LOCKS FOR GATES	11/13/2024	210.00	.00		
Total 123:			210.00	.00		
CINTAS CORPORATION						
4207379172	CITY HALL - MATS, CLEANING RAGS & TOWELS	10/07/2024	79.87	.00		
4207379183	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	10/07/2024	43.39	.00		
4208819504	CITY HALL - MATS, CLEANING RAGS & TOWELS	10/21/2024	79.87	.00		
4208819517	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	10/21/2024	53.01	.00		
Total 9696:			256.14	.00		
CIVICPLUS, LLC						
315443	SOCIAL MEDIA ARCHIVING SOFTWARE 11/24-11/25	11/13/2024	3,767.40	.00		
Total 10144:			3,767.40	.00		
CLEARWAY COMMUNITY SOLAR LLC						
9/24 STMT	321 MAIN ST - LIBRARY	09/30/2024	186.42	.00		
9/24 STMT	1450 HWY 16 - LIFT STATION	09/30/2024	33.96	.00		
9/24 STMT	608 S. 7TH ST - POOL	09/30/2024	583.00	.00		
9/24 STMT	523 S. CHESTNUT ST. - ANIMAL SHELTER	09/30/2024	45.81	.00		
9/24 STMT	608 S. 7TH ST. - TENNIS COURT LIGHTS	09/30/2024	11.40	.00		
9/24 STMT	209 S WALNUT ST - LAC SIGN	09/30/2024	16.01	.00		
9/24 STMT	31 MCINTOSH RD - LIFT STATION	09/30/2024	12.87	.00		
9/24 STMT	336 S. 1ST ST - COMM. BLDG.	09/30/2024	175.51	.00		
9/24 STMT	1323 SPRUCE DR - ABNET FIELDS	09/30/2024	35.79	.00		
9/24 STMT	110 MIDNIGHT ST - LIFT STATION	09/30/2024	59.22	.00		
9/24 STMT	202 MAIN ST - FLAG LIGHT	09/30/2024	3.62	.00		
9/24 STMT	219 MAIN ST - UNIT LIGHTS	09/30/2024	89.10	.00		
9/24 STMT	722 N. 2ND ST - RADIUM PLANT	09/30/2024	2,265.28	.00		
9/24 STMT	200 STONEY POINT - WELL HOUSE	09/30/2024	904.68	.00		
9/24 STMT	400 LARCH AVE - WELL 2	09/30/2024	740.01	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9/24 STMT	407 ORCHARDVIEW - BOOSTER STATION	09/30/2024	345.50	.00		
9/24 STMT	193 MCINTOSH RD - BOOSTER STATION	09/30/2024	208.85	.00		
9/24 STMT	520 S. 14TH ST - ICE ARENA	09/30/2024	2,917.11	.00		
9/24 STMT	219 CHESTNUT ST - BRIDGE LIGHT	09/30/2024	63.86	.00		
9/24 STMT	1200 JONATHAN LANE - PARK SHELTER	09/30/2024	48.75	.00		
Total 9854:			8,746.75	.00		
CORKY'S PIZZA & ICE CREAM						
11/13/2024	PUBLIC WORKS- MONTHLY PROJECT REVIEW MEETING	11/13/2024	55.20	.00		
Total 241:			55.20	.00		
COULEE REGION ECOSCAPES						
3305	WINLAC RAIN GARDEN	11/20/2024	1,956.83	.00		
Total 10003:			1,956.83	.00		
CULLIGAN WATER CONDITIONING						
285X21619105	FD - WATER COOLER RENTAL	11/01/2024	39.95	.00		
Total 231:			39.95	.00		
DAVY LABORATORIES						
24K0236	WATER - TESTING	11/15/2024	108.00	.00		
24K0339	WASTEWATER SAMPLE TESTING	11/21/2024	562.00	.00		
24K0340	WASTEWATER SAMPLE TESTING	11/21/2024	562.00	.00		
24K0341	WASTEWATER SAMPLE TESTING	11/21/2024	562.00	.00		
24K0342	WASTEWATER SAMPLE TESTING	11/21/2024	562.00	.00		
24K0343	WASTEWATER SAMPLE TESTING	11/21/2024	562.00	.00		
Total 312:			2,918.00	.00		
DDI GENERAL CONTRACTOR						
1207-1	SCDP GRANT EXPENSE	10/10/2024	22,850.00	22,850.00	11/12/2024	
Total 10085:			22,850.00	22,850.00		
DEPT OF NATURAL RESOURCES						
11/5/24-11/12/24	WEEKLY RECREATIONAL VEH. REGIST.	11/12/2024	239.50	239.50	11/18/2024	
Total 318:			239.50	239.50		
DOBECK, RHODA						
10/24 LIBRARY	LIBRARY- CLEANING	10/31/2024	189.50	.00		
Total 10098:			189.50	.00		
DRIFTLESS AREA NATIVES						
102	NATIVE PLANTS FOR SHORE ACRES HELP GRANT	11/13/2024	830.00	.00		
Total 9895:			830.00	.00		
E O JOHNSON CO INC - LEASE						
QT2620209	B&Z - COPY MACHINE MAINT	11/18/2024	71.38	71.38	11/19/2024	
QT2620209	CITY HALL - COPY MACHINE MAINT	11/18/2024	178.48	178.48	11/19/2024	
QT2620209	FIRE DEPT - COPY MACHINE MAINT	11/18/2024	71.39	71.39	11/19/2024	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
QT2620209	POLICE - COPY MACHINE MAINT	11/18/2024	107.09	107.09	11/19/2024	
QT2620209	PUBLIC WORKS - COPY MACHINE MAINT	11/18/2024	71.39	71.39	11/19/2024	
QT2620209	SEWER DEPT - COPY MACHINE MAINT	11/18/2024	71.39	71.39	11/19/2024	
QT2620209	WATER DEPT - COPY MACHINE MAINT	11/18/2024	71.39	71.39	11/19/2024	
QT2620209	GOLF COURSE - COPY MACHINE MAINT	11/18/2024	71.39	71.39	11/19/2024	
QT2620211	FRONT DESK - COPY MACHINE MAINT	11/18/2024	46.41	46.41	11/19/2024	
Total 9397:			760.31	760.31		
EARL F ANDERSEN INC						
0138091-IN	STREET - SIGNS	11/13/2024	218.45	.00		
Total 404:			218.45	.00		
EFTPS - ELECTRONIC FEDERAL TAX						
11/8/24 P/R	FED/FICA/MEDICARE	11/13/2024	20,411.78	20,411.78	11/13/2024	
Total 1127:			20,411.78	20,411.78		
FIFTH AVENUE AWARDS, INC.						
47835	GC - AWARD DISPLAY IN CLUBHOUSE	10/02/2024	90.20	.00		
Total 562:			90.20	.00		
GEGEN, MARY						
9/24 - 10/24	REIMBURSE MILEAGE	10/31/2024	430.14	.00		
Total 10238:			430.14	.00		
GRAF ELECTRIC, INC.						
23746	REPAIR 2 STREET LIGHTS MAIN & WALNUT	10/25/2024	1,028.66	.00		
23772	REPAIRED FLAG POLE LIGHT & LIGHT AT DUMP	11/06/2024	639.90	.00		
Total 619:			1,668.56	.00		
HASE, TERESA R.						
100	FD - 2024 PHOTO	11/18/2024	170.00	.00		
Total 9245:			170.00	.00		
HASE, TODD M.						
REIMB	FD - BLDG MAINT	11/18/2024	24.25	.00		
REIMB	FD - BLDG MAINT	11/18/2024	97.02	.00		
Total 9412:			121.27	.00		
HAWKINS INC.						
6909117	WATER PLANT - CHEMICALS	11/05/2024	10,009.41	.00		
6915360	WATER PLANT - CHEMICALS	11/15/2024	30.00	.00		
Total 512:			10,039.41	.00		
HOKAH CO-OP OIL ASSOCIATION						
10456	GC - DIESEL AND GAS FILL	11/13/2024	1,101.59	.00		
253070	GC - TIRE REPAIR	10/30/2024	41.72	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 715:			1,143.31	.00		
HOUSTON CNTY TREASURER						
L. OSLON 2025	COUNTY NOTARY RECORDING FEE	11/15/2024	20.00	20.00	11/15/2024	
Total 721:			20.00	20.00		
11/24 ELECTION	ELECTION JUDGE TRAINING	11/20/2024	77.00	.00		
Total 2450:			77.00	.00		
JOHNSON, AUSTIN						
11/24 REIMB	SHOE REIMBURSEMENT	11/08/2024	137.15	.00		
Total 10237:			137.15	.00		
KURITA AMERICA INC.						
INV860945	WATER PLANT - REPAIRS, FILTER VALVE POSITIONERS	11/05/2024	3,065.28	.00		
Total 9934:			3,065.28	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
10/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	11/21/2024	1,872.32	.00		
Total 9810:			1,872.32	.00		
LA CRESCENT CHAMBER OF COMMERC						
10/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	11/21/2024	1,872.32	.00		
Total 1142:			1,872.32	.00		
LA CROSSE AREA CONVENTION AND						
10/24 LODGING	LODGING TAX - MARKETING & PROMO AGREEMENT	11/21/2024	5,856.99	.00		
Total 9824:			5,856.99	.00		
LA CROSSE TRIBUNE						
LIB 11/24 13 WE	LIBRARY - SUBSCRIPTION RENEWAL	11/11/2024	59.32	.00		
Total 8522:			59.32	.00		
LEAGUE OF MN CITIES INS TRUST						
23531	PD - WORKERS COMP CLAIM	09/07/2024	201.20	.00		
Total 1116:			201.20	.00		
MATHY CONSTRUCTION COMPANY INC						
5200024068	WAGON WHEEL TRAIL REPAIR - FEMA FUNDS	11/13/2024	38,761.00	.00		
Total 1303:			38,761.00	.00		
MAYO CLINIC AMBULANCE SERVICE						
2383074	CPR CLASS	11/06/2024	102.00	.00		
2387080	CPR CLASS	11/14/2024	238.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8150:			340.00	.00		
MENARDS-LA CROSSE						
5621	GC - CLEANING SUPPLIES	11/01/2024	22.46	.00		
5621	GC - COURSE REPAIR	11/01/2024	12.56	.00		
5621	GC - CLUBHOUSE REPAIR	11/01/2024	42.93	.00		
5621	GC - RAIN GEAR	11/01/2024	104.97	.00		
5621	GC - BARRICADE FOR PARKING LOT	11/01/2024	164.19	.00		
5621	GC - RAIN SHELTERS	11/01/2024	143.40	.00		
6159	MAINT- SMALL TOOLS	11/14/2024	206.65	.00		
6159	STREETS - TRUCK REPAIR	11/14/2024	19.92	.00		
62345	GC - PAVERS FOR RAIN SHELTERS	11/16/2024	95.60	.00		
62345	GC - PADLOCK FOR SHED	11/16/2024	5.49	.00		
62345	GC - WORK GLOVES	11/16/2024	21.46	.00		
6368	FD - TRAINING	11/19/2024	67.76	.00		
6368	MAINT- SMALL TOOLS	11/19/2024	216.18	.00		
6454	FD - SMALL TOOLS	11/21/2024	306.93	.00		
6454	CITY HALL - MISC BLDG OSHA COMPLIANCE	11/21/2024	150.42	.00		
6461	CHRISTMAS LIGHTS	11/21/2024	159.96	.00		
6461	MAINT - MICROWAVE FOR BREAKROOM	11/21/2024	69.99	.00		
Total 1352:			1,810.87	.00		
MIDWEST LEAK DETECTION						
2378	LOCATE WATER MAIN BREAK JUNIPER ST.	10/31/2024	485.00	.00		
Total 9304:			485.00	.00		
MIDWEST TAPE						
506223876	LIBRARY- MOVIES	10/24/2024	29.99	.00		
506270127	LIBRARY- MOVIES	11/01/2024	23.24	.00		
506303627	LIBRARY- MOVIES	11/08/2024	77.22	.00		
Total 9851:			130.45	.00		
MIENERGY COOPERATIVE						
10/24 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	10/31/2024	230.00	230.00	11/19/2024	
10/24 STMT	ELECT UTILITIES-GC POP MACH.	10/31/2024	78.28	78.28	11/19/2024	
10/24 STMT	ELECT UTILITIES-GC CLUBHOUSE	10/31/2024	778.41	778.41	11/19/2024	
10/24 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	10/31/2024	902.30	902.30	11/19/2024	
10/24 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	10/31/2024	135.11	135.11	11/19/2024	
10/24 STMT	ELECT UTILITIES - WIESER PARK	10/31/2024	410.59	410.59	11/19/2024	
Total 2012:			2,534.69	2,534.69		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
11/8/24PR00156	MN CHILD SUPPORT	11/12/2024	497.46	497.46	11/12/2024	
Total 9597:			497.46	497.46		
MINNESOTA DEPT OF REVENUE						
11/8/24 P/R	MN STATE WHT	11/13/2024	4,050.00	4,050.00	11/13/2024	
Total 227:			4,050.00	4,050.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MINNESOTA ENERGY RESOURCES INC						
10/24 STMT	ABNET RESTROOMS- GAS UTILITIES	10/31/2024	41.74	41.74	11/19/2024	
10/24 STMT	CITY HALL - GAS UTILITIES	10/31/2024	73.74	73.74	11/19/2024	
10/24 STMT	COMMUNITY BLDG - GAS UTILITIES	10/31/2024	83.82	83.82	11/19/2024	
10/24 STMT	CONTROL BLDG - GAS UTILITIES	10/31/2024	34.13	34.13	11/19/2024	
10/24 STMT	LIBRARY - GAS UTILITIES	10/31/2024	29.15	29.15	11/19/2024	
10/24 STMT	MAINT BLDG - GAS UTILITIES	10/31/2024	112.57	112.57	11/19/2024	
10/24 STMT	POOL - GAS UTILITIES	10/31/2024	49.77	49.77	11/19/2024	
10/24 STMT	PUMP HOUSE MCINTOSH	10/31/2024	35.63	35.63	11/19/2024	
10/24 STMT	PUMP HOUSE ORCHARDVIEW	10/31/2024	44.27	44.27	11/19/2024	
10/24 STMT	ANIMAL SHELTER - GAS UTILITIES	10/31/2024	63.32	63.32	11/19/2024	
10/24 STMT	ICE ARENA - GAS UTILITIES	10/31/2024	620.55	620.55	11/19/2024	
Total 8171:			1,188.69	1,188.69		
MINNESOTA STATE RETIREMENT SYS						
11/8/24 P/R	DEFERRED COMP. DEDUCTIONS/CONTRIBUTIONS	11/13/2024	4,449.44	4,449.44	11/13/2024	
Total 1285:			4,449.44	4,449.44		
MN FIRE SERVICE CERT. BOARD						
13280	FD - FFI & FFII CERTIFICATION EXAMS	11/04/2024	498.75	.00		
Total 1270:			498.75	.00		
MORRIS ELECTRONICS INC.						
10753	RSA LICENSE SUBSCRIPTION 10/1/24-9/30/25 2 USERS	11/07/2024	190.80	.00		
11/22/24	COMPUTERS - FINANCE DIR, CLERK, ADMIN ASST, B&Z,	11/22/2024	7,832.21	.00		
11/22/24	DMV - COMPUTER REPLACEMENTS	11/22/2024	4,609.92	.00		
Total 10081:			12,632.93	.00		
MRO SYSTEMS						
508020	CUTTING WHEELS FOR SHOP SAW	11/14/2024	211.88	.00		
Total 10240:			211.88	.00		
MTI DISTRIBUTING INC						
1455288-00	GC - IRRIGATION BLOW OUT FOR THE SEASON	11/05/2024	1,170.65	.00		
Total 1330:			1,170.65	.00		
PEARL STREET BOOKS						
10/28/24	LIBRARY - BOOKS GRANT FUNDED	10/28/2024	117.60	.00		
Total 10239:			117.60	.00		
PETTY CASH-CITY HALL						
10/11/24 - 8/7/24	WATER SAMPLE POSTAGE	11/01/2024	5.50	.00		
10/11/24 - 8/7/24	NOTARY RENEWAL FOR ANGIE	11/01/2024	20.00	.00		
10/11/24 - 8/7/24	MAINT - STICKERS FOR TOOLS	11/01/2024	12.50	.00		
10/11/24 - 8/7/24	NOTARY RENEWAL FOR KIM & MARY	11/01/2024	40.00	.00		
10/11/24 - 8/7/24	POSTAGE - POLICE DEPT	11/01/2024	54.57	.00		
Total 1605:			132.57	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POINT C						
11/15/24 L. OLSON	MEDICAL REIMB P/R DEDUCTED- L. OLSON	11/22/2024	88.83	88.83	11/22/2024	
11/20/24 R. LEM	MEDICAL REIMB P/R DEDUCTED-R. LEMKE	11/22/2024	200.00	200.00	11/22/2024	
Total 10202:			288.83	288.83		
PROLOGUE PLANNING GROUP						
10/01/24-10/31/2	ECONOMIC DEVELOPMENT SERVICES	10/31/2024	2,011.59	.00		
Total 10006:			2,011.59	.00		
PUBLIC EMPLOYEES RETIREMENT						
11/8/24 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-DCP	11/14/2024	220.00	220.00	11/14/2024	
11/8/24 P/R	RETIREMENT DEDUCTIONS/CONTRIB.-CORD & PF	11/14/2024	16,347.14	16,347.14	11/14/2024	
Total 1612:			16,567.14	16,567.14		
QUILLINS LA CRESCENT						
10/24 STMT	GC - FOOD FOR RESALE	10/31/2024	47.48	.00		
10/24 STMT	GC - FOOD FOR RESALE	10/31/2024	28.89	.00		
10/24 STMT	PARKS - WATER & SNACKS FOR VOLUNTEERS WWTRAIL	10/31/2024	9.08	.00		
Total 1707:			85.45	.00		
SEMCAC						
15	SCDP GRANT ADMIN EXPENSES	10/25/2024	3,427.50	3,427.50	11/12/2024	
Total 9559:			3,427.50	3,427.50		
SOUTHEAST LIBRARIES COOP						
052899	LIBRARY- ILS PACKAGE AND PC SUPPORT	11/01/2024	809.32	.00		
052937	LIBRARY - PROCESSING MATERIALS	11/19/2024	65.07	.00		
Total 1962:			874.39	.00		
THE MONOGRAM COMPANY						
36271	FD - UNIFORM	11/08/2024	1,004.00	.00		
Total 9965:			1,004.00	.00		
TOSTRUD & TEMP S.C.						
2000045866	2023 AUDIT & GASB ENTRIES	11/14/2024	21,095.00	.00		
Total 2003:			21,095.00	.00		
TRI-STATE BUSINESS MACHINES IN						
614997	DMV - COPY/PRINTER	11/19/2024	60.00	.00		
615301	CLERK - EQUIP MAINTENANCE	11/21/2024	595.00	.00		
615301	FD - EQUIP MAINTENANCE	11/21/2024	100.00	.00		
615301	PD - EQUIP MAINTENANCE	11/21/2024	100.00	.00		
615301	GC - EQUIP MAINTENANCE	11/21/2024	295.00	.00		
615301	DMV - EQUIP MAINTENANCE	11/21/2024	100.00	.00		
Total 2024:			1,250.00	.00		
ULINE						
185250180	PD - SAFETY EQUIPMENT	11/05/2024	246.65	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
185627563	PARKS - CLEANING SUPPLIES	11/13/2024	209.76	.00		
Total 9422:			456.41	.00		
VERIZON WIRELESS						
9977397393	FD - MOBILE	10/28/2024	180.09	.00		
9977713471	SEWER DEPT - WIRELESS	10/31/2024	57.76	.00		
9977713471	WATER DEPT - WIRELESS	10/31/2024	57.76	.00		
Total 8973:			295.61	.00		
WATER SYSTEMS CO.						
795495	LIBRARY - WATER COOLER RENTAL	10/31/2024	8.00	.00		
Total 8605:			8.00	.00		
WHKS & CO.						
52663	TRAIL EX. TO MILLERS CORNER FEASIBILITY	10/25/2024	425.44	.00		
52664	SOUTH 6TH STREET	10/25/2024	787.20	.00		
52689	STATE AID MEETINGS	10/25/2024	510.00	.00		
52689	LEAD SERVICE INVENTORY ASSISTANCE	10/25/2024	2,892.50	.00		
52689	MONTHLY STAFF MEETINGS	10/25/2024	425.00	.00		
52689	MILEAGE	10/25/2024	103.85	.00		
52778	PINE CREEK FINAL DESIGN & CONTRUCTION	10/25/2024	930.85	.00		
Total 8290:			6,074.84	.00		
XCEL ENERGY						
10/24 STMT	WELL #2 - 400 LARCH	10/31/2024	351.16	.00		
10/24 STMT	WELL HOUSE - 200 STONEY POINT RD	10/31/2024	278.98	.00		
10/24 STMT	CITY HALL GREEN SPACE - 322 S 1ST	10/31/2024	8.36	.00		
10/24 STMT	RESERVIOR - 1026 CRESCENT HILLS	10/31/2024	9.56	.00		
10/24 STMT	CITY HALL - 315 MAIN ST	10/31/2024	518.45	.00		
10/24 STMT	SIGN LIGHT - 525 S CHESTNUT	10/31/2024	8.66	.00		
10/24 STMT	LIFT STATION - 31 MCINTOSH RD E	10/31/2024	2.11	.00		
10/24 STMT	FLAG LIGHT - 226 MAIN ST	10/31/2024	20.71	.00		
10/24 STMT	WWTP - 222 HWY 16	10/31/2024	335.82	.00		
10/24 STMT	ICE ARENA - 520 S 14TH ST	10/31/2024	1,109.02	.00		
10/24 STMT	SHORE ACRES - GRINDER PUMPS	10/31/2024	205.48	.00		
10/24 STMT	STREET LIGHTS - PO BOX 142	10/31/2024	6,731.57	.00		
10/24 STMT	FLAG LIGHT - 202 MAIN ST	10/31/2024	2.65	.00		
10/24 STMT	WELL #3 - 417 WALNUT PL	10/31/2024	1,523.98	.00		
10/24 STMT	UNIT STREET LIGHTS - 33 S WALNUT	10/31/2024	62.81	.00		
Total 1410:			11,169.32	.00		
ZENKE INC						
7395	WATER MAIN BREAK - ELM & 4TH	10/29/2024	1,436.25	.00		
Total 2412:			1,436.25	.00		
ZIEBELL'S HIAWATHA FOODS INC						
412362	GC - FOOD FOR RESALE	10/04/2024	148.01	.00		
412362	GC - CHIPS, SNACKS, NUTS	10/04/2024	50.00	.00		
412362	GC - CLEANING SUPPLIES	10/04/2024	162.62	.00		
412362	GC - KITCHEN SUPPLIES	10/04/2024	14.97	.00		
413476	GC - CLEANING SUPPLIES	10/18/2024	149.67	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
413476	GC - FOOD FOR RESALE	10/18/2024	110.79	.00		
414065	GC - KITCHEN SUPPLIES	10/25/2024	27.18	.00		
414065	GC - FOOD FOR RESALE	10/25/2024	43.08	.00		
414065	GC - CLEANING SUPPLIES	10/25/2024	242.44	.00		
Total 2417:			948.76	.00		
Grand Totals:			247,529.28	92,412.12		

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

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



Apple Capital of Minnesota



November 18th, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

This memo outlines the proposed schedule and agenda for the upcoming award ceremony to honor the courageous individuals involved in the October 5th fire rescue at Traditions Assisted Living. This event will celebrate the selfless actions of La Crescent community members and first responders who acted with valor and dedication to ensure the safety of vulnerable residents.

Ceremony Outline

1. Opening Remarks

Presented by: Chief Luke Ahlschlager, La Crescent Police Department

Duration: 2-3 minutes

- Chief Ahlschlager will set the tone for the ceremony, recount the significance of the events on October 5th, and acknowledge the heroes present.

2. Overview of the Incident

Presented by: Sgt. Michael Ernster

Duration: 3-5 minutes

- A detailed account of the fire evacuation, highlighting critical actions by responders and citizens who aided the residents, will be shared to provide context and honor their efforts.

3. Award Presentations

Presented by: Sgt. Michael Ernster & Inv. Darin Daveau

Duration: 12-15 minutes

- Awards will be presented to each honoree, recognizing their specific contributions to the rescue and evacuation efforts.
 - **Police Medal of Valor** – La Crescent Police Corporal Roth Clark
 - **Citizen Medal of Valor** – Chris Oliver
 - **Citizen Lifesaving Awards** – Teresa Brown, Stephanie Weibel, Aubrey Kasten, Corey Scott, Kristin Scott, Jillian Boll and Robert Steiger

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

4. Closing Remarks

Presented by: Chief Luke Ahlschlager

Duration: 1-2 minutes

- Chief Ahlschlager will conclude with expressions of gratitude to the award recipients, their families, and the La Crescent community for their support and service.

5. Photo Opportunity and Congratulations

Duration: 5-10 minutes

- Council members, award recipients, and families will have a chance to take photos to commemorate this special occasion.

This event will recognize not only the individuals involved but also the spirit of unity and resilience within our community. We look forward to celebrating these extraordinary individuals with the Council and community.

Sincerely,



3.2

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



Apple Capital of Minnesota

November 7, 2024

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Body Worn Camera (BWC) - Mandatory Biennial Independent Audit Report

Attached is the independent audit report of the La Crescent Police Department's Body Worn Camera (BWC) program, conducted in compliance with Minnesota State Statutes §§13.825 and 626.8473, as required under the state's Data Practices laws.

Per MN State Statute 13.825, Subd. 9, law enforcement agencies are required to conduct biennial independent audits of their portable recording systems to verify data classification, usage, and retention practices. The audit also confirms compliance with Minnesota's requirements for the responsible use and destruction of BWC data. The law further mandates that any significant patterns of noncompliance, if found, be reviewed publicly, and, if needed, BWC operations suspended until compliance is restored. The audit report results are classified as public information, except for data protected under other classifications.

I am pleased to report that the audit found the La Crescent Police Department's BWC program largely in compliance with statutory requirements. However, two minor discrepancies were noted:

1. A few non-case-related videos from July 2024 were found still in the video log beyond the 90-day retention period and will be addressed by administrative review.
2. One video was mislabeled, identified in a review of metadata as a "traffic" incident when it actually pertained to a mental health call.

The department's BWC system uses WatchGuard software to retain videos for the statutorily mandated 90-day period unless classified as active cases, which are retained on a secured network storage drive. This structure supports retention requirements for ongoing cases while also ensuring that inactive BWC videos are deleted promptly.

The Minnesota Legislative Commission on Data Practices and Personal Data Privacy, as well as relevant legislative committees, will receive this report within the mandated 60-day timeframe following the audit's completion.

We are committed to ensuring the La Crescent Police Department's BWC program continues to meet all compliance standards and provide transparency for our community.

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

INDEPENDENT BODY WORN CAMERA AUDIT REPORT

Chief Luke Ahlschlager
La Crescent Police Department
315 Main St.
La Crescent, MN 55947

Dear Chief Ahlschlager:

An independent audit of the La Crescent Police Department's Portable Recording System (Body Worn Cameras (BWCs)) was conducted on November 3, 2024. The objective of the audit was to verify La Crescent Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements this audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The La Crescent Police Department is located in Houston and Winona Counties, Minnesota and employs eight (8) peace officers. Seven (7) full time officers and one (1) part time officer. The La Crescent Police Department utilizes WatchGuard Vista body-worn cameras and software and stores the BWC data on a stand-alone computer networked to a secured Network Attached Storage (NAS) drive.

Audit Requirement: Data Classification

Determine that the data collected by BWCs are appropriately classified.

BWC data is presumptively private. All data collected by the La Crescent Police Department during the time period of November 5, 2022 through November 3, 2024, is classified as private or nonpublic data. The La Crescent Police Department had no instances of the discharge of a firearm by a peace officer in the course of duty or the use of force by a peace officer that resulted in substantial bodily harm. The La Crescent Police Department received one request to make

BWC data public. No court orders to make BWC data public have been received by the La Crescent Police Department in that time frame.

No discrepancies noted.

Audit Requirement: Retention of Data

Determine that the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The La Crescent Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in the WatchGuard software system.

At the conclusion of a BWC recording, a WatchGuard category type is assigned. Each WatchGuard category type has an associated retention period of 90 days. BWC data related to criminal investigations, arrests, and traffic violations are saved to the secured NAS drive and sent to the County Attorney or City Attorney. The case file is kept on the secured NAS drive until disposition of the case has been reached by the court. The item is then deleted from the NAS drive when the case is resolved. Only Administration is allowed to delete the case file from the NAS drive.

Upon reaching the 90-day retention date, data is systematically deleted from the WatchGuard Library. Upon disposition by the Court, files saved on the secured NAS drive are deleted from that drive. Active BWC data is accessible in the WatchGuard Evidence Library for 90 days. Randomly selected videos from within the WatchGuard Evidence Library were verified against the scheduled deletion date. Each record was scheduled for deletion in accordance with the 90-day record retention schedule. Records selected were from the time period of August 5, 2024, through November 3, 2024. Deleted BWC video, meta data, and audit trails are not accessible in the WatchGuard Evidence Library. Evidence that BWC data was collected is documented in the records management system by the officer recording the video.

Police supervisors and the Records secretary monitor BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

Two discrepancies noted:

- 1) A few videos from July of 2024 were still showing in the non-case file video log.
***There appeared to be a few random videos that were not associated with a case that were still present in the video log after the 90 days. These videos need to be cleaned out by the administration. The audit logs for these did show that there were changes made to them within the 90 days, but did not appear to meet the guidelines for retention. ***
- 2) One randomly selected video was not labeled correctly.
***Incident was labeled as traffic. Was noted that this incident was of a subject that was in a home that appeared to be having mental health issues. Incident dated 10/29/24 at 7:44am. ***

Audit Requirement: Access by Data Subjects

Determine that individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available, and access may be requested by submission of a data request form. During the time period, November 5, 2022, through November 3, 2024, the La Crescent Police Department had one official request to view or obtain BWC data. BWC data requests are documented by completion of a supplemental report and in a dissemination log in the records management system. Data request forms are maintained in the records management system. The Chief of Police performs a final review of data prior to its release.

No discrepancies noted.

Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

La Crescent Police Department's BWC inventory consists of (12) active devices and is tracked on an Excel spreadsheet. Officers check out a BWC device at the beginning of their shift. A Device Status Report produced in WatchGuard on November 3, 2024, detailed the device status, location, last checkout date, the officer who checked out the device and the last firmware update of devices not in use. Devices not listed on the Device Status Report were checked out by officers.

The La Crescent Police Department BWC policy requires police officers that are issued a BWC to wear the BWC as part of their uniform and to operate and use them consistent with policy. A review of randomly selected dates from the patrol schedule were verified against a WatchGuard Evidence Library report of active data and confirmed that officers are wearing and activating their BWCs. Verified data was from the time period August 3, 2024, through November 5, 2024. The Chief of Police monitors the use of BWCs.

A copy of the most up to date La Crescent Police Department's Policy on BWCs is posted on the City's website.

The total amount of data collected and maintained through November 5, 2022 through November 3, 2024 has to be requested through Watchguard as the retention policy only allows to keep the video for the 90 day retention period. A portion of BWC data is maintained in the WatchGuard Evidence Library for 90 days. Once data has been deleted from the WatchGuard Evidence Library, the stand-alone computer maintains no record of the data.

The La Crescent Police Department utilizes the General Records Retention Schedule for Minnesota Cities and 90-day retention in WatchGuard Evidence Library.

BWC video, associated meta data, and audit trail information is fully deleted from the WatchGuard Evidence Library and stand-alone computer upon the scheduled deletion date. BWC data saved to the secured external hard drive is destroyed by deletion upon disposition of the case through the courts.

BWC data is available upon request, and access may be requested by submission of a data request form.

No Discrepancy noted.

Audit Requirement: Use of Agency-Issued Portable Recording Systems

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The La Crescent Police Department's BWC policy states that officers may use only department issued BWC's.

No discrepancies noted.

Audit Requirement: Authorization to Access Data

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Supervisors and the records secretary review meta data assigned to BWC data to ensure accuracy. User access to BWC data is managed by the assignment of group roles and permissions in WatchGuard. Permissions are based on staff work assignments. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law-enforcement-related purposes. The agency's BWC policy governs access to and sharing of data. The BWC policy requires department members to document the sharing of data at the time of disclosure. Access to data is captured in the audit trail and documented in the records management system.

When BWC data is deleted from WatchGuard, its contents cannot be determined. When BWC saved to the NAS drive is deleted, its contents cannot be determined.

The La Crescent Police Department has had no security breaches.

No discrepancies noted.

Audit Requirement: Sharing Among Agencies

Determine if non public BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The La Crescent Police Department's BWC policy allows for the sharing of data with other law enforcement agencies for legitimate law enforcement purposes only, and for the sharing of data with prosecutors, courts and other criminal justice entities as provided by law. Sharing of data is documented in writing at the time of disclosure by supplemental report and in the dissemination log of the records management system. La Crescent Police Department maintains copies of data request forms per retention.

No discrepancies noted.

Audit Requirement: Biennial Audit

Determine if the agency maintains records showing the date and time the portable recording system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

The agency maintains records showing the date and time portable recording system data were collected for a period of 90 days in the WatchGuard Evidence Library. The Records Management System documents that BWC data was collected. All data is classified as private or non-public data. The Records Management System documents how data is used/shared. A search of the WatchGuard Evidence Library confirms that data is destroyed from the WatchGuard Evidence Library after reaching the 90-day retention period, and the deleting of BWC cases from the secured NAS drive is documented in the Records Management System case file.

No discrepancies noted.

Audit Requirement: Portable Recording System Vendor

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

BWC data is stored on a stand-alone computer and saved to a secured NAS drive for cases that are criminal investigations, arrests, and traffic violations. The La Crescent Police Department underwent a BCA Security Audit in January of 2024. User access to WatchGuard is managed by the La Crescent Chief of Police.

No discrepancies noted.

Audit Requirement: Public Comment

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The La Crescent Police Department solicited public comment prior to purchase and implementation of the body worn camera program. The La Crescent City Council held a public hearing and approved the purchase of BWC's at their September 11, 2017, City Council Meeting. The La Crescent City Council held a public hearing at their December 18, 2017, meeting to solicit feedback on the BWC policy. The body worn camera program was implemented January 1, 2018.

No discrepancies noted.

Audit Requirement: Body-worn Camera Policy

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

The La Crescent Police Department's BWC policy is posted on the agency's website. The policy was compared to the requirements of Minn. Stat. § 626.8473. The agency's policy includes all minimum requirements of Minn. Stat. § 626.8473, Subd. 3.

No discrepancies noted.

This report was prepared exclusively for the City of La Crescent and La Crescent Police Department by JT's Professional Consulting LLC. The findings in this report are impartial and based on information and documentation provided and examined.

Dated: November 6, 2024

JT's Professional Consulting LLC



Justin Thorsen

3.3



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 21, 2024
RE: Planning Commission Minutes – November 6, 2024

Attached for review by the City Council are the minutes from the November 6, 2024 Planning Commission meeting. These are informational and do not require action at this City Council meeting.

The Planning Commission is recommending text amendments to the City Zoning Ordinance that coincide with the proposed Cannabis Ordinance. These minutes and the Cannabis Ordinance will both be presented for consideration by the City Council at the December 9, 2024 meeting.

The Cannabis Ordinance may be modified slightly between now and the meeting in December to clarify the process to issue local licenses on a conditional basis for projects that involve the construction of a new building.



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: November 15th, 2024

RE: Planning Commission meeting minutes November 6th, 2024

Attached for your review are the minutes from the November 6th, 2024, meeting of the Planning Commission.

Item 6 of the minutes was a public hearing. City Attorney Skip Wieser presented text amendments to the City of La Crescent Zoning Ordinance in regards to zoning of cannabis businesses. A motion was carried by the Planning Commission recommending the City Council accept the text amendments as drafted. The text amendments are Exhibit A in the minutes. The remaining minutes are informational only.

MINUTES, REGULAR MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
November 6th, 2024

The Planning Commission met at 5:30 p.m., on November 6th, 2024, in the City's Community Building located at 336 S. 1st Street.

Item 1. Call to Order

Chair Greg Husmann called the meeting to order at 5:30p.m.

Item 2. Pledge of Allegiance

Members recited the Pledge of Allegiance.

Item 3. Roll Call

Upon a roll call taken and tallied by Josh Tarrence, Building Inspector, the following members were present: Chair Greg Husmann, Vice Chair Christopher Langen, Mike Welch, Dave Hanifil, Judy Enright, Jerry Steffes, and Don Hogan. Ex-Officio City Council Representative Cherryl Jostad and City Attorney Skip Wieser were also present.

Item 4. Introduction of new Planning Commission Member

Chair Husmann addressed this item before the Roll Call was taken and tallied. He welcomed Commissioner Don Hogan as the newest Planning Commission member and congratulated Vice Chair Christopher Langen on being elected as a La Crescent City Council representative.

Item 5. Approval of the July 2nd, 2024 Planning Commission Minutes

After reviewing the minutes from the July 2nd, 2024 meeting, a motion to accept the minutes, was made by Vice Chair Langen and seconded by Commissioner Welch. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Chris Langen	Yes
Mike Welch	Yes
Dave Hanifil	Yes
Don Hogan	Yes
Greg Husmann	Yes
Judy Enright	Yes

And none voted against the same. Jerry Steffes abstained from the vote. The motion was declared duly carried.

Item 6. Public Hearing – Text Amendments to existing Zoning Ordinance regarding zoning of cannabis businesses.

Draft text amendments to zoning ordinance are Exhibit A.

City Attorney Skip Wieser addressed the Planning Commission in regards to adult-use cannabis and how it was legalized in the State of Minnesota. Attorney Wieser then explained the text amendments to the City of La Crescent Zoning Ordinance as drafted. Attorney Wieser addressed any questions asked by the Planning Commission.

The floor was opened to the public for questions or comments. Ex-Officio City Council Representative Cherryl Jostad, appeared as a resident, and addressed the Planning Commission to address her personal views on the text amendments and the City Ordinance in regards to adult-use cannabis.

Also addressing the Planning Commission, was Jeff Erickson, 402 N 3rd St.

After asking three times for other questions or comments, the floor was closed to the public.

City Attorney Wieser clarified some of the questions and comments that were addressed by the public.

After more discussion and comments by the Planning Commission, a motion was made to accept the text amendments to the La Crescent Zoning Ordinance as drafted by Commissioner Enright. The motion was seconded by Vice Chair Langen. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Judy Enright	Yes
Chris Langen	Yes
Don Hogan	Yes
Greg Husmann	Yes
Jerry Steffes	Yes

and the following voted against thereof, viz;

Dave Hanifl	No
-------------	----

Mike Welch abstained from the vote. The motion was declared duly carried.

Item 7. Ordinance of the City of La Crescent to regulate cannabis businesses

This was an informational item for the Planning Commission discussing the City Ordinance in regards to the regulations for cannabis businesses within the City of La Crescent. No action needed

Item 8. Future Agenda items

Commissioner Steffes asked about the status of amending the corner lot language in regards to the zoning ordinance. Attorney Wieser advised that the intention was to hire a consultant to review and edit the zoning ordinance but the funds did not make it into the 2025 budget. The new intention is for it to take place late or early 2026.

Item 9. Adjourn

A motion was made to adjourn the Planning Commission Meeting by Commissioner Welch and seconded by Commissioner Enright. Upon a voice vote, all members voted in favor of and none voted against the same.

The Chair adjourned the Planning Commission meeting at 6:21 p.m.

Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF LA
CRESCENT REGARDING THE ZONING OF CANNABIS BUSINESSES

The City Council of La Crescent ordains:

SECTION 1. That the following provisions of the Zoning Ordinance of the City of La Crescent are hereby amended as follows:

12.21 CBD – CENTRAL BUSINESS MIXED USE DISTRICT (CBD-1 and CBD-2)

Is hereby amended to include the following provisions with subparts relabeled accordingly.

Subd. 2. PERMITTED USES. Within the CBD district, no structure or land may be used, except for one or more of the following uses:

- A. Bakery.
- B. Cannabis businesses licensed or endorsed for cannabis retail.
- C. Copy shop.
- D. Financial services, without drive-through.
- E. Hotels, motels, inns and bed and breakfast establishments serving transient guests.
- F. Multi-family attached residential dwellings, with a minimum density of 8 units per acre, which may include units combining living and working space within the unit, if all units on the same floor of a building are such.
- G. Office, including medical and dental.
- H. Public buildings.
- I. Public infrastructure.
- J. Restaurants, without drive-through.
- K. Retail goods and services within a fully enclosed building.
- L. Places of assembly

Subd. 3. CONDITIONAL USES. Within the CBD district, no structure or land may be used for one or more of the following except by Conditional Use permit:

- A. Taverns.
- B. Childcare.

- C. Dry cleaning drop-off, incidental pressing and repair without on-site cleaning.
- D. Financial services, with drive through.
- E. Health clubs and fitness centers.
- F. Laundromats.
- G. Mortuary or funeral home.
- H. Multi-family attached residential dwellings, with a minimum density of 8 units per acres, if purely residential units and units combining living and working space within the units are mixed on the same floor of a building.
- I. Museum.
- J. Manufactured Home Park.
- K. Theater with a maximum of one screen or stage.
- L. Age Restricted, Senior Living Facility including Assisted Living.
- M. Cannabis businesses licensed or endorsed for delivery.

12.22 C-1 HIGHWAY COMMERCIAL DISTRICT

Is hereby amended to include the following provisions with subparts relabeled accordingly.

Subd. 2. PERMITTED USES. Within any C-1 Highway Commercial District, no structure or land shall be used except for one or more of the following uses:

- A. Bakery
- B. Bowling Alley with no more than eight (8) lanes
- C. Cannabis businesses licensed or endorsed for cannabis retail
- D. Copy Shop
- E. Financial Services, without drive through
- F. Health clubs and fitness centers
- G. Hotels, Motels, Inn
- H. Office, including Medical and Dental
- I. Public Buildings
- J. Public Infrastructure

- K. Restaurants, without drive through
- L. Retail goods and services within a fully enclosed building
- M. Temporary/seasonal outdoor sales use, subject to the provisions of this title.

Subd. 4. CONDITIONAL USES. Within a C-1 district, no structure or land shall be used for the following uses except by a conditional use permit:

- A. Animal hospital
- B. Auto filling station, car wash or oil change, and auto repair and maintenance.
- C. Auto sales and rental.
- D. Cannabis businesses licensed or endorsed delivery.
- E. Childcare
- F. Dry cleaning drop-off, incidental pressing and clothing repair without on-site cleaning
- G. Financial services, with drive through
- H. Garden supply store or greenhouse with or without outdoor storage or display
- I. Laundromats
- J. Mortuary or funeral home
- K. Museum
- L. Pawn shops, provided the operator meets license requirements established by the City Council and provided an inventory in the shop is provided on a weekly basis to the Chief of Police.
- M. Personal Services, such as beauty shops
- N. Private clubs and lodges
- O. Repair shops, excluding engine repair
- P. Restaurants, with drive through
- Q. School
- R. Showroom (indoors only)
- S. Theater, assembly hall or arena

12.24 I - INDUSTRIAL DISTRICT

Subd 4. CONDITIONAL USES.

- A. Heavy manufacturing, no emission industries
- B. Food processing industries
- C. Manufacturing industries with emissions
- D. Waste disposal sites and facilities
- E. Bulk fuel storage facilities
- F. Mini Storage Buildings.
- G. Cannabis businesses licensed or endorsed for cultivation.
- H. Cannabis businesses licensed or endorsed for cannabis manufacturer.
- I. Cannabis businesses licensed or endorsed for wholesale.
- J. Cannabis businesses licensed or endorsed for transportation.
- K. Other industrial uses

12.55 DEFINITIONS LISTED

Is hereby amended to include the following:

Adult-Use Cannabis Product: As defined under Minnesota Statutes, section 342.01 , subd .4.

Cannabis Business. A cannabis microbusiness, cannabis mezzobusiness, cannabis cultivator, cannabis manufacturer, dispensary, cannabis wholesaler, cannabis transporter, cannabis testing facility, cannabis delivery services, or medical cannabis combination business licensed, or any use otherwise authorized, under Minnesota Statutes, Chapter 342.

Cannabis Cultivation: A cannabis business licensed for planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants cannabis flower, hemp plants, or hemp plant parts by a business licensed or authorized to cultivate cannabis or medical cannabis pursuant to Minnesota Statutes Chapter,342.

Cannabis delivery service. A person or entity licensed or otherwise authorized to purchase cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products from licensed cannabis microbusinesses with a retail endorsement, cannabis mezzobusinesses with a retail endorsement, dispensaries, medical cannabis dispensaries, and medical cannabis combination businesses; transport and deliver cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumable products to customers;

and perform other actions pursuant to Minnesota Statutes, Chapter 342.

Cannabis or lower-potency hemp edible manufacturing. An entity licensed or otherwise authorized for the creation of cannabis concentrate and manufacture of cannabis products and hemp-derived consumer products for public consumption pursuant to Minnesota Statutes, Chapter 342, an entity licensed or authorized to purchase hemp and artificially derived cannabinoids to make hemp concentrate; manufacture artificially derived cannabinoids and hemp edibles for public consumption; package and label lower-potency hemp edibles for sale to customers; sell hemp concentrate, artificially derived cannabinoids, and lower-potency hemp edibles to other cannabis businesses and hemp businesses; and perform other actions pursuant to Minnesota Statutes, Chapter 342, or an entity in possession of a medical cannabis processor license pursuant to Minnesota Statutes, Chapter 342

Cannabis mezzobusiness. A person or entity licensed to cultivate, manufacture, and sell products containing cannabis and related supplies and products and perform other actions authorized under a cannabis mezzobusiness license pursuant to Minnesota Statutes, Chapter 342.

Cannabis microbusiness. A person or entity licensed to cultivate, manufacture, and sell products containing cannabis and related supplies and products and perform other actions authorized under a cannabis microbusiness license pursuant to Minnesota Statutes, Chapter 342.

Cannabis Retail Business: A state licensed retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers, pursuant to Minnesota Statutes, Chapter 342.

Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

Cannabis testing facility. A facility licensed to obtain and test immature cannabis plants and seedlings, cannabis flower, cannabis products, hemp plant parts, hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, and hemp-derived consumer products from cannabis microbusinesses, cannabis mezzobusinesses, cannabis cultivators, cannabis manufacturers, cannabis wholesalers, lower-potency hemp edible manufacturers, medical cannabis cultivators, medical cannabis processors, medical cannabis combination businesses, and industrial hemp growers pursuant to Minnesota Statutes, Chapter 342.

Cannabis transporter. An entity licensed or otherwise authorized to transport immature cannabis plants and seedlings, cannabis flower, cannabis products, artificially derived cannabinoids, hemp plant parts, hemp concentrate, lower-potency hemp edibles, and hemp-derived consumer products from a cannabis business to a cannabis business pursuant to Minnesota Statutes, Chapter 342

Cannabis wholesaler. An entity licensed or authorized to obtain, store, and sell or otherwise transfer cannabis or hemp seeds, plants, flower, or other products for the purpose of resale or other transfer to a cannabis business but not to consumers, pursuant to Minnesota Statutes, Chapter 342.

Dispensary. An entity in possession of a cannabis retailer license or otherwise authorized to acquire, possess, transfer, sell, dispense, or distributes products containing cannabis and related supplies and products pursuant to Minnesota Statutes, Chapter 342.

Lower Potency Hemp Edible: As defined under Minnesota Statutes, section 342.01 , subd .50.

Lower-potency hemp edible retailer. A person or entity licensed or authorized to acquire, possess, transfer, sell, dispense, or distribute lower-potency hemp edible products and related supplies and products pursuant to Minnesota Statutes, Chapter 342.

Medical cannabis combination business. An entity authorized to cultivate, manufacture, and sell cannabis, hemp, and cannabis and hemp related supplies and products, and perform other actions authorized under a medical cannabis combination license pursuant to Minnesota Statutes, Chapter 342.

Office of Cannabis Management: State of Minnesota Office of Cannabis Management, as may be referred to as "OCM" in reference to this title.

Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

Retail Registration: An approved registration issued by the city to a cannabis retail business.

State License: An approved license issued by the Office of Cannabis Management to a cannabis retail business.

12.10 GENERAL PROVISIONS

Is hereby amended to include the following:

Subd. 19. GENERAL PERFORMANCE STANDARDS – CANNABIS BUSINESS

All cannabis businesses must be in compliance with Ordinance No. _____ of the City of La Crescent and all applicable state laws and regulations relating to the operation of a cannabis business.

SECTION II. This provision shall become effective from an after due passage and enactment and publication, according to law.

Passed and enacted this _____ day of _____, 2024.

SIGNED:

Mayor

ATTEST:

City Clerk

#3.4



TO: Honorable Mayor and City Council Members
FROM: Angie Boettcher, City Clerk
DATE: 11/14/2024
RE: Marketing and Promotional Agreements

Attached for Council consideration find the following:

1. Marketing and Promotional Agreement between the City of La Crescent and La Crosse Area Convention and Visitor Bureau, Inc.
2. Marketing and Promotional Agreement between the City of La Crescent and La Crescent Area Event Center, Inc.
3. Marketing and Promotional Agreement between the City of La Crescent and La Crescent Area Chamber of Commerce and Tourism.

The agreements are substantially the same form as the last agreements with the exception of the term. The terms of these agreements would begin January 1, 2025, and end December 31, 2025.

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2024 by and between the City of La Crescent, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, ("City"), and La Crosse County Convention and Visitor Bureau, Inc., d/b/a Explore La Crosse, a not for profit corporation under the laws of Wisconsin, ("Company").

RECITALS:

WHEREAS, the City has imposed a 5% tax on gross receipts of the furnishing of certain lodging in the City pursuant to Minnesota Statutes Section 469.190, and Session Laws 2019, 1st Special Session, Chapter 6, Article 6, Section 21, to fund a local tourism bureau for the purpose of marketing and promoting the City as a tourist and/or convention center; and

WHEREAS, the City and Company desire to enter into a marketing and promotional relationship pursuant to the terms and conditions of this Agreement.

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

ARTICLE I. TERM

The term of the Agreement shall commence January 1, 2025 and shall terminate on December 31, 2025. Both parties shall reserve the right to terminate the Agreement upon sixty (60) days written notice from either party. In the event of the City's repeal of its Lodging Tax, which repeal must be by the City's legislative ordinance process, this Agreement shall automatically terminate without further written notice by the City, effective the date of the repeal. Written notice required herein shall be considered effective if mailed certified mail to the following addresses:

City Administrator	La Crosse County Convention & Visitor Bureau, Inc.
City of La Crescent	Attn: President
315 Main Street	123 7 th Street South
La Crescent, MN 55947	La Crosse, WI 54601

With a copy to:

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

ARTICLE II. DUTIES OF COMPANY

Section 1. Structure of the Board of Directors

Company is managed by a seventeen (17) member Board of Directors. Directors are appointed, and their activities governed, as set forth in the approved By-Laws for Company. Moreover, Company may formulate rules and revise By-laws to govern its operations as long as

the rules and By-laws are not inconsistent with the Lodging Tax Statute, the City's Lodging Tax Ordinance, or the terms of this Agreement, as the same may be amended from time to time.

Section 2. Services

All funds received by Company from the City shall be administered and expended for the purposes of marketing and promoting the City of La Crescent as a tourist and/or convention center and for all other purposes contemplated by the Lodging Tax Ordinance and Minnesota Statute Section 469.19, as the same may be amended from time to time.

Section 3. Budget

Company shall submit an annual program budget by February 1 each year to the City for their approval. The budget shall detail projected outlays and expenditures in administering the funds received from the City pursuant to this Agreement. Company shall provide the City a copy of the budget for City Staff and City Council review.

Section 4. Financial Reporting

Company shall provide the City Administrator and City Finance Director with a copy of its Monthly Financial Statement showing the monthly, year-to-date, and budget figures properly itemized and verified by the Executive Director of Company.

Section 5. Status Reports

Company shall provide the City Administrator and City Finance Director with quarterly updates on the status of Company's promotional programs.

Section 6. Audit

Company shall permit the City Administrator and City Finance Director and/or their designated representative the right of access to the books and records of Company, as they pertain to the use of the funds provided by the City pursuant to this Agreement. Access to the books and records shall be during normal business hours to audit any item of revenue or expenditure for the term of this Agreement. Company shall also provide a copy of its annual audit to City within thirty (30) days of receipt.

Section 7. Employees

Any and all employees of Company or any other person, including all Company members and directors, while engaged in the performance of any service provided by Company under this Agreement shall not be considered employees of the City of La Crescent. Company is an independent contractor.

Section 8. Insurance/Indemnity

If applicable, Company's insurance requirements are contained on Exhibit A, which is attached hereto and incorporated herein.

Company further agrees to defend, indemnify, and save harmless, the City, its employees,

agents, and elected officials from and against any and all liability, loss, damage, claims, actions, costs or expenses, including attorney's fees, which may be claimed against the City, its agents, employees, or elected officials and arising out of Company's performance of or failure to perform the marketing and promotional services and activities required under this Agreement.

Section 9. Open Meeting Law Requirement

Meetings held by Company respecting the marketing and promotional activities conducted pursuant to this Agreement shall be subject to the Minnesota Open Meeting Law; however, Company shall not be required to print or publish written notice of Company meetings.

ARTICLE III. DUTIES OF THE CITY

Section 1. Funding

Within sixty (60) days of receipt, the City shall remit to Company, for funding of Company, a sum equal to 61% of the lodging tax payments after the City retains 5% for reimbursement of administrative expenses, less refunds, imposed and collected in the preceding month during the term of this Agreement.

ARTICLE IV. MISCELLANEOUS

Section 1. Entire Agreement.

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

Section 2. Assignment.

Company may not assign this Agreement to any other person unless written consent is obtained from the City.

Section 3. Amendments.

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

Section 4. Nondiscrimination.

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

Section 5. Force Majeure.

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

Section 6. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the

State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Houston, State of Minnesota.

Section 7. Waivers.

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

Section 8. Ownership of Documents.

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

Section 9. Government Data.

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

Section 10. Counterparts.

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

Section 11. Savings Clause.

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

Section 12. Construction of Agreement.

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

Section 13. Miscellaneous.

This Agreement shall supersede and replace all previous Marketing and Promotional Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LA CRESCENT

COMPANY

By: _____
Mikel Poellinger, Mayor

By: _____

By: _____
Bill Waller, City Administrator

By: _____

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2024 by and between the City of La Crescent, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, ("City"), and La Crescent Area Event Center, Inc., a not for profit corporation under the laws of Minnesota, ("Company").

RECITALS:

WHEREAS, the City has imposed a 5% tax on gross receipts of the furnishing of certain lodging in the City pursuant to Minnesota Statutes Section 469.190 and Session Laws 2019, 1st Special Session, Chapter 6, Article 6, Section 21, to fund a local tourism bureau for the purpose of marketing and promoting the City as a tourist and/or convention center; and

WHEREAS, the City and Company desire to enter into a marketing and promotional relationship pursuant to the terms and conditions of this Agreement.

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

ARTICLE I. TERM

The term of the Agreement shall commence January 1, 2025 and shall terminate on December 31, 2025. Both parties shall reserve the right to terminate the Agreement upon sixty (60) days written notice from either party. In the event of the City's repeal of its Lodging Tax, which repeal must be by the City's legislative ordinance process, this Agreement shall automatically terminate without further written notice by the City, effective the date of the repeal. Written notice required herein shall be considered effective if mailed certified mail to the following addresses:

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

La Crescent Area Event Center, Inc.
Attn: President
595 Veterans Way
La Crescent, MN 55947

With a copy to:

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

ARTICLE II. DUTIES OF COMPANY

Section 1. Structure of the Board of Directors

Company is managed by a _____ member Board of Directors. Directors are appointed, and their activities governed, as set forth in the approved By-Laws for Company. Moreover, Company may formulate rules and revise By-laws to govern its operations as long as

the rules and By-laws are not inconsistent with the Lodging Tax Statute, the City's Lodging Tax Ordinance, or the terms of this Agreement, as the same may be amended from time to time.

Section 2. Services

All funds received by Company from the City shall be administered and expended for the purposes of marketing and promoting the City of La Crescent as a tourist and/or convention center and for all other purposes contemplated by the Lodging Tax Ordinance and Minnesota Statute Section 469.19, as the same may be amended from time to time.

Section 3. Budget

Company shall submit an annual program budget by February 1 each year to the City for their approval. The budget shall detail projected outlays and expenditures in administering the funds received from the City pursuant to this Agreement. Company shall provide the City a copy of the budget for City Staff and City Council review.

Section 4. Financial Reporting

Company shall provide the City Administrator and City Finance Director with a copy of its Quarterly Financial Statement showing the monthly, year-to-date, and budget figures properly itemized and verified by the Executive Director of Company.

Section 5. Status Reports

Company shall provide the City Administrator and City Finance Director with quarterly updates on the status of Company's promotional programs.

Section 6. Audit

Company shall permit the City Administrator and City Finance Director and/or their designated representative the right of access to the books and records of Company, as they pertain to the use of the funds provided by the City pursuant to this Agreement. Access to the books and records shall be during normal business hours to audit any item of revenue or expenditure for the term of this Agreement.

Section 7. Employees

Any and all employees of Company or any other person, including all Company members and directors, while engaged in the performance of any service provided by Company under this Agreement shall not be considered employees of the City of La Crescent. Company is an independent contractor.

Section 8. Insurance/Indemnity

If applicable, Company's insurance requirements are contained on Exhibit A, which is attached hereto and incorporated herein.

Company further agrees to defend, indemnify, and save harmless, the City, its employees, agents, and elected officials from and against any and all liability, loss, damage, claims, actions,

costs or expenses, including attorney's fees, which may be claimed against the City, its agents, employees, or elected officials and arising out of Company's performance of or failure to perform the marketing and promotional services and activities required under this Agreement.

Section 9. Open Meeting Law Requirement

Meetings held by Company respecting the marketing and promotional activities conducted pursuant to this Agreement shall be subject to the Minnesota Open Meeting Law; however, Company shall not be required to print or publish written notice of Company meetings.

ARTICLE III. DUTIES OF THE CITY

Section 1. Funding

Within sixty (60) days of receipt, the City shall remit to Company, for funding of Company, a sum equal to 19.5% of the lodging tax payments after the City retains 5% for reimbursement of administrative expenses, less refunds, imposed and collected in the preceding month during the term of this Agreement.

ARTICLE IV. MISCELLANEOUS

Section 1. Entire Agreement.

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

Section 2. Assignment.

Company may not assign this Agreement to any other person unless written consent is obtained from the City.

Section 3. Amendments.

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

Section 4. Nondiscrimination.

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

Section 5. Force Majeure.

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

Section 6. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of

Houston, State of Minnesota.

Section 7. Waivers.

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

Section 8. Ownership of Documents.

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

Section 9. Government Data.

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

Section 10. Counterparts.

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

Section 11. Savings Clause.

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

Section 12. Construction of Agreement.

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

Section 13. Miscellaneous.

This Agreement shall supersede and replace all previous Marketing and Promotional Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LA CRESCENT

COMPANY

By: _____
Mikel Poellinger, Mayor

By: _____

By: _____
Bill Waller, City Administrator

By: _____

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2024 by and between the City of La Crescent, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, ("City"), and La Crescent Area Chamber of Commerce and Tourism, a not for profit corporation under the laws of Minnesota, ("Company").

RECITALS:

WHEREAS, the City has imposed a 5% tax on gross receipts of the furnishing of certain lodging in the City pursuant to Minnesota Statutes Section 469.190 and Session Laws 2019, 1st Special Session, Chapter 6, Article 6, Section 21, to fund a local tourism bureau for the purpose of marketing and promoting the City as a tourist and/or convention center; and

WHEREAS, the City and Company desire to enter into a marketing and promotional relationship pursuant to the terms and conditions of this Agreement.

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

ARTICLE I. TERM

The term of the Agreement shall commence January 1, 2025 and shall terminate on December 31, 2025. Both parties shall reserve the right to terminate the Agreement upon sixty (60) days written notice from either party. In the event of the City's repeal of its Lodging Tax, which repeal must be by the City's legislative ordinance process, this Agreement shall automatically terminate without further written notice by the City, effective the date of the repeal. Written notice required herein shall be considered effective if mailed certified mail to the following addresses:

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

La Crescent Area Chamber of Commerce and Tourism
Attn: President
111 South Walnut Street, Suite B
La Crescent, MN 55947

With a copy to:

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

ARTICLE II. DUTIES OF COMPANY

Section 1. Structure of the Board of Directors

Company is managed by a nine (9) member Board of Directors. Directors are appointed, and their activities governed, as set forth in the approved By-Laws for Company. Moreover, Company may formulate rules and revise By-laws to govern its operations as long as the rules

and By-laws are not inconsistent with the Lodging Tax Statute, the City's Lodging Tax Ordinance, or the terms of this Agreement, as the same may be amended from time to time.

Section 2. Services

All funds received by Company from the City shall be administered and expended for the purposes of marketing and promoting the City of La Crescent as a tourist and/or convention center and for all other purposes contemplated by the Lodging Tax Ordinance and Minnesota Statute Section 469.19, as the same may be amended from time to time.

Section 3. Budget

Company shall submit an annual program budget by February 1 each year to the City for their approval. The budget shall detail projected outlays and expenditures in administering the funds received from the City pursuant to this Agreement. Company shall provide the City a copy of the budget for City Staff and City Council review.

Section 4. Financial Reporting

Company shall provide the City Administrator and City Finance Director with a copy of its Quarterly Financial Statement showing the monthly, year-to-date, and budget figures properly itemized and verified by the Executive Director of Company.

Section 5. Status Reports

Company shall provide the City Administrator and City Finance Director with quarterly updates on the status of Company's promotional programs.

Section 6. Audit

Company shall permit the City Administrator and City Finance Director and/or their designated representative the right of access to the books and records of Company, as they pertain to the use of the funds provided by the City pursuant to this Agreement. Access to the books and records shall be during normal business hours to audit any item of revenue or expenditure for the term of this Agreement.

Section 7. Employees

Any and all employees of Company or any other person, including all Company members and directors, while engaged in the performance of any service provided by Company under this Agreement shall not be considered employees of the City of La Crescent. Company is an independent contractor.

Section 8. Insurance/Indemnity

If applicable, Company's insurance requirements are contained on Exhibit A, which is attached hereto and incorporated herein.

Company further agrees to defend, indemnify, and save harmless, the City, its employees, agents, and elected officials from and against any and all liability, loss, damage, claims, actions,

costs or expenses, including attorney's fees, which may be claimed against the City, its agents, employees, or elected officials and arising out of Company's performance of or failure to perform the marketing and promotional services and activities required under this Agreement.

Section 9. Open Meeting Law Requirement

Meetings held by Company respecting the marketing and promotional activities conducted pursuant to this Agreement shall be subject to the Minnesota Open Meeting Law; however, Company shall not be required to print or publish written notice of Company meetings.

ARTICLE III. DUTIES OF THE CITY

Section 1. Funding

Within sixty (60) days of receipt, the City shall remit to Company, for funding of Company, a sum equal to 19.5% of the lodging tax payments after the City retains 5% for reimbursement of administrative expenses, less refunds, imposed and collected in the preceding month during the term of this Agreement. The City will no longer contribute to annual expenses of Company relating to postage or membership(s) to third party organizations.

ARTICLE IV. MISCELLANEOUS

Section 1. Entire Agreement.

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

Section 2. Assignment.

Company may not assign this Agreement to any other person unless written consent is obtained from the City.

Section 3. Amendments.

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

Section 4. Nondiscrimination.

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

Section 5. Force Majeure.

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

Section 6. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the

State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Houston, State of Minnesota.

Section 7. Waivers.

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

Section 8. Ownership of Documents.

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

Section 9. Government Data.

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

Section 10. Counterparts.

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

Section 11. Savings Clause.

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

Section 12. Construction of Agreement.

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

Section 13. Miscellaneous.

This Agreement shall supersede and replace all previous Marketing and Promotional Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LA CRESCENT

COMPANY

By: _____
Mikel Poellinger, Mayor

By: _____

By: _____
Bill Waller, City Administrator

By: _____

#3.5



TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director *Tyler*
DATE: November 21st, 2024
RE: Authorize expenditure-Grinder pump

The City of La Crescent has received \$65,408 in mitigation funds and has \$13,077 in unspent disaster relief funds from the 2023 Federally declared disaster that impacted the grinder pump system along Shore Acres Road. The mitigation that has been approved will involve the replacement of 5 existing grinder pump tanks with new sealed tanks as well as elevate the access point to reduce the impacts of future flooding.

The City of La Crescent has received a quote from 2 contractors to remove the existing tanks and install new sealed tanks.

Grinder pump tanks at 110/106, 515/523, 527/529 and 628 Shore Acres rd.
Zenke inc.- \$9,825 per tank
Heintz Excavating LLC- \$13,056.25 per tank

Grinder pump tank and installed sheeting at 756 Shore Acres Rd.
Zenke inc.- \$12,000- \$15,000 budget
Heintz excavating- \$25,000 budget

756 Shore Acres Rd. has several factors that are causing the price to be higher with the biggest factor being an elevated driveway within close proximity to the grinder pump tank. In order to protect the driveway and workers during excavation, sheeting will be installed to secure the bank.

The project is anticipated to be substantially completed yet this year, with landscaping work being completed in the spring of 2025.

We would suggest the City Council approve the quote from Zenke inc. and utilize the mitigation and disaster relief funds from the 2023 disaster declaration.

#3.6



TO: Honorable Mayor and City Council Members
FROM: Tyler Benish, Public Works Director *Tyler*
DATE: November 21st, 2024
RE: Ice Arena

The La Crescent Community Arena has a set of doors on the north side of the building that are in need of replacement. We have received a quote from La Crosse Glass and Overhead Door Company to remove the existing doors and install the new doors for \$8,225. The doors will need to be painted as well when the ice is taken out of the arena next summer, we have received a quote from Rucker painting for \$900.

La Crosse Glass: \$8,225
Rucker Painting: \$900


The City of La Crescent and Lancer Youth Hockey continue to have a partnership to make improvements and upgrades to the Ice Arena, Lancer Youth Hockey has agreed to pay for half of the cost to replace and paint the doors.

The City has funds in the general fund to pay for the improvements at the Ice arena. We suggest the City Council approve the quotes to replace the doors and paint the new doors after installation at the La Crescent Community Arena.

#3.7



November 20, 2024

To: The Honorable Mayor and City Council
From: Kara Tarrence, Finance Director 
Re: Computer Replacement

In the past, the City has replaced computers on a rotating basis depending on when they were purchased. The warranty is usually good for 3 years. Previously, we would replace computers after 5 years at the recommendation of our prior IT Vendor. Morris Electronics, our current IT Vendor, also has the same recommendation. Due to the change over that the City went through in having to change IT Vendors, we are behind in our rotation replacement schedule.

Council had previously given approval for us to purchase 3 new computers for the Motor Vehicle Department to come out of the Capital Equipment Certificate. Due to the changeover, those computers were never purchased. In addition to purchasing the 3 computers already approved to come out of the Capital Equipment Certificate, I would like to purchase 5 replacement computers for the Administrative Assistant, Finance Director, City Clerk, Building & Zoning Official, & Police Secretary in the amount of \$7,832.21 from Morris Electronics. The current computers for those five positions were installed in August 2019 with warranties expiring in September 2022 and their 5 year life ending in August 2024. There are funds in the 2024 General Fund Budget for this purchase.

I respectfully ask Council to approve the purchase of the 5 additional replacement computers for a total of 8 computers to be replaced by Morris Electronics.

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 22, 2024
RE: Wieser Park - MOU

Attached for review and consideration by the City Council is a memorandum of agreement between the City and the La Crosse Community Foundation to reimburse the City each year for the cost of planting and maintaining the flowers and other decorations at Wieser Park. The City will receive the funds each year from an endowment made by a private individual to the La Crosse Community Foundation.

Appendix A, the terms and conditions of the fund agreement will added to the mou once the agreement has been approved.

We would suggest that the City Council approve the memorandum of agreement as presented, and authorize the Mayor's signature.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between La Crosse Community Foundation Corporation (“LCF”), located at 601 7th St. N, Suite 203 La Crosse, WI 54601 and the City of La Crescent (“City”), a Minnesota Municipal Corporation, with offices located at 315 Main St., La Crescent, MN 55947, now collectively “the Parties.”

WHEREAS, the Parties desire to enter into an agreement to support the continuation of the annual flower planting at Wieser Memorial Park located on CTH 6, La Crescent, MN, hereinafter referred to as “Park.”

WHEREAS, funds have been pledged for the endowment in good faith that the City will continue the annual planting of flowers at the Park;

WHEREAS, the City has agreed to continue to facilitate the program as defined in this MOU so long as funding is available to support related expenses;

WHEREAS, the parties desire to memorialize certain terms and conditions of their anticipated partnership;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. BACKGROUND AND PURPOSE. The Pavilion at the Park was planned and constructed as the result of a collaboration between donors and the City. One of the unique characteristics of the Pavilion are the seven flower baskets attached to the Pavilion. Donors of the Pavilion have donated funds for the planting of those flowers and wish to continue the practice of annually planting of those flowers, and in addition, the two large round concrete planters located at the north parking lot of the Park. In addition to planting flowers, the endowment may also be used for fall harvest decorations, holiday garlands, and wreaths on the Pavilion, all of which is hereinafter referred to as “Annual Flower Planting.”

To continue the Annual Flower Planting, Donors have established the Wieser Memorial Park Flowers Fund at La Crosse Community Foundation. This is an endowed designated component fund of the Foundation with the sole purpose to support the annual purchase and maintenance of the flowers and decorations as described above. (See fund agreement on file.) Beginning in 2025, the fund will make annual distributions, as needed, to the City for this purpose.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES.

A. La Crosse Community Foundation agrees to:

- Hold and administer the Wieser Memorial Park Flowers Fund according to the terms and conditions of the fund agreement on file and also attached as Appendix A.
- Notify the City in February each year of the fund's available spending allowance for that year.
- Inform the City of any major changes to the purpose of the fund or any major decrease in value of the fund.
- Post quarterly fund statements detailing the fund's activities to the Foundation's online fundholder portal for access by City representatives.
- Process and send distributions from the fund to the City according to the reporting and payment terms defined below.

B. City of La Crescent agrees to:

- Include total anticipated expenses for the Annual Flower Planting in its annual budget.
- Plant and maintain (water and fertilize) the flowers each year according to standard horticultural practices.
- Invoice La Crosse Community Foundation for reimbursement of the Annual Flower Planting expenses as indicated in section 3 below.

3. REPORTING AND PAYMENTS. Distributions from the Wieser Memorial Park Flowers Fund at the Foundation will be made to the City following expenditure reporting procedures as defined by the IRS. The payment schedule will be as defined below. Payments from the fund will not and cannot exceed the annually approved spending rate allowance set by the Foundation.

- June – City will invoice the Foundation for the spring purchase of the flowers and fertilizer including proof of purchase of said items.
- December – City will invoice Foundation for cost of fall purchase of flowers and seasonal decorations, including proof of purchase of said items.

4. CONTACT PERSONS. Each party will appoint a primary contact for the scope of work defined in this Agreement. The following persons have been appointed for each party as of the effective date:

La Crosse Community Foundation

Name: Megan Pierce

Title: Donor Services Director

Phone: 608-782-3223 ext. 26

Email: megan@lacrosseareafoundation.org

City of La Crescent

Name: Bill Waller

Title: City Administrator

Phone: 507-895-4668

Email: bwaller@cityoflacrescent-mn.gov

5. DURATION. This agreement will be in place from the date of signatures below until such time of an amendment or termination per the terms below. The specific scope of work defined in this agreement under section 2 will begin January 1, 2025.

6. AMENDMENTS OR TERMINATION. This Agreement may be modified or amended only in writing signed by both parties. If, for some reason in the future, the City decides to end the Annual Flower Planting, or fails to properly maintain the plantings according to standard horticultural standards, the Foundation's board has the duty and responsibility to utilize variance power to alter the designated beneficiary of the Annual Flower Planting Endowment Fund to a beneficiary that will uphold the original purpose of the fund, or the fund's establishing donors' succession plan directions as specified on file at the Foundation.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement with respect to the subject matter thereof, and supersedes and revokes all prior Agreements between the parties.

8. ASSIGNMENT. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, legal representatives, successors and assigns. This agreement may not be amended or reassigned by either party without the prior written consent of the other party.

9. TITLES. Titles are for reference only. In the event of a conflict between the title and the content of each section, the content of the section shall control.

10. AUTHORIZATION. The persons signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity.

11. GOVERNMENT DATA. LCF 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. LCF understands that all of the data created, collected, received, stored, used, maintained, or disseminated by LCF in performing those functions that the City would perform is subject to the requirements of Chapter 13 and LCF must comply with those requirements as if it were a government entity. This does not create a duty on the part of LCF 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.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

La Crosse Community Foundation

By: _____

Name: _____

Title: _____

Date: _____

City of La Crescent

By: _____

Name: _____

Title: _____

Date: _____

#3.9



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *Chris*
DATE: November 20, 2024
RE: 2025 License Renewals

The City has received the attached 2025 license renewals thus far.

The applications appear to be in order, and I would suggest that the City Council approve the license renewal applications for 2025.



2025 LICENSES RENEWALS as of 11.20.2024		\$45.00	\$100.00	\$280.00	\$300.00	\$150.00	\$1,150.00	\$200.00	\$45.00	\$500.00	\$150.00	\$50.00	REC'D/
BUSINESS	CIGS	OFF-SALE	ON-SALE	ON-SALE	LIQUOR	LIQUOR	LIQUOR	SUNDAY	GAS	SOLID	MASSAGE	MASSAGE	DATE
		3.2	3.2	WINE	OFF SALE	ON SALE		LIQUOR	INSTALLERS	WASTE	BUSINESS	TECHNICIAN	PAID
Apple Village Liquor					X								11.20.24
B & C Plumbing									X				10.21.24
Benedict Sales & Service									X				10.29.24
Bob's Appliance Service									X				10.30.24
Cary Heating & Air Conditioning									X				11.12.24
Corky's Pizza			X										11.13.24
Deml Controls									X				11.18.24
La Crescent Wine & Spirits					X								11.20.24
Midwest TV & Appliance									X				10.24.24
Minegar's Sports Hub					X	X		X					11.13.24
Mike Sherman Plumbing & Heating									X				11.12.24
Newman Heating & Cooling									X				11.4.24
Niebuhr Plumbing & Heating									X				10.21.24
Prime Source Plumbing & Heating									X				10.25.24
Pump 4 Less	X				X								11.15.24
Quillin's	X	X											11.19.24
Richard's Sanitation										X			10.28.24
Risch Heating & Air Conditioning									X				10.18.24
River City Heating & Air Conditioning									X				10.21.24
Ron Hammes Refrigeration									X				10.24.24
Savage Heating & Air									X				11.7.24
Schmitt's TimeOut Tavern					X	X		X					11.12.24
Schneider Heating & Air Conditioning									X				10.21.24
Waste Management										X			11.4.24
Winona Controls									X				10.21.24

#3.10



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *CF*
DATE: November 20, 2024
RE: Gambling Permit Application

The City has received the following temporary gambling permit application:

1. La Crescent Softball Boosters – Raffle date is February 8, 2025

The application for the raffle drawing to be held at the La Crescent Area Event Center appears to be in order, and I would suggest that the City Council approve the application and authorize that it be forwarded to the Minnesota Gambling Control Board.

3.11



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: November 22, 2024
RE: Tax Certification Resolution

This will be presented to the City Council at the meeting.

#6.1



**La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, November 19, 2024
8:00 a.m.**

Board of Directors: Dave Ring, President; Jen Burch, Vice President; Chris Roderique, Treasurer; Pete Boese, Secretary; Pat Stephens, Ryan Johnson, Nathan Franklin, Patrick Barlow, Dan Stevens, Barb Janssen, Cheryl Jostad, Dan Wick, Kalynn Kruger, Jay Patel, Ashley Santolin, Dan Kapanke, Kapena Faitau, Vicki Markussen, Brody Meier, Billy Bergeron, David Pierce, Nadia Turner, Austin Wells & Stephanie Pope

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

Executive Director: A.J. Frels

AGENDA

1. Call to Order

2. Introduction

- a. CFO, Vice Chancellor of UW-L, Stephanie Pope
- b. Sales Coordinator for the Best Western Plus, Nadia Turner

3. Consent Items

- a. **Board Minutes**
October 2024
- b. **Financial Committee**
Minutes
November 2024
Statements
October 2024
- c. **Community Updates**

4. Executive Director's Report – A.J. Frels

5. Community Partners Update

- a. DMI
- b. La Crescent Chamber
- c. La Crosse Chamber

6. Event Center Updates

- a. La Crescent Area Event Center
- b. La Crosse Center
- c. Omni Center

7. Committees

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

8. Old Business

- a. Trolley Update
- b. Holiday Party (December 17 Stoney Creek)
- c. Storage Facility/Unit

9. New Business

- a. Mississippi Towns & Cities Conference
- b. ORA, Trail Farm
- c. Staff Holiday Gift Cards
- d. 2025 Meeting Schedule
- e. 2025 Committees
- f. 2025 BOD Contact Sheet

10. Presentation

- a. Ben Morgan, Director of Group Sales and Sports Servicing

11. Adjournment

Next Scheduled Board Meeting – Tuesday, January 21, 2025, at 8:00 a.m. at the LCCVB Office at 123 7th Street South, La Crosse.

explore
LA CROSSE

LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

October 22, 2024— 8:00 a.m.

Board Members:

Present: Dave Ring, Jen Burch, Chris Roderique, Dan Wick, Ryan Johnson, Dan Kapanke, Brody Meier, Vicki Markussen,

Ashley Santolin, Barb Janssen, Cherryl Jostad, Austin Wells, Pat Stephens

Excused: Kalynn Krueger, Pete Boese, Patrick Barlow, Billy Bergeron, Sheila Wieser, David Pierce, Kapena Faitau,

Beth Franklin, Debbie Hosch, Elizabeth Poh, Mary Larson, Brian Meeter, Jay Odegaard

Absent: Dan Stevens, Jay Patel, Nathan Franklin

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

PROCEEDINGS:

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

Wisconsin Action Acceleration-James Wood spent a few minutes presenting to the board an overview regarding Competative Wisconsin and the key issues facing communities around the State of Wisconsin.

Consent Items:

MOTION: to approve the Board minutes-September 2024, Finance October 2024 Minutes, Statements September 2024, and Community Updates. (P. Stephens, D. Kapanke) Carried.

EXECUTIVE DIRECTOR REPORT:

-The MACVB Fall Conference was a huge success. Thank you to the City of La Crescent and Cherryl Jostad for their help with the conference.

-Erik and AJ met with the local Tavern League Chapter to discuss the 2025 conference and how Explore La Crosse can assist.

-The Explore La Crosse Team is working with Amanda Goodenough and her team to gear up for this fall's BaM sessions. Explore La Crosse will have four full-time employees and two volunteers attending this round of sessions.

-Tom Houlihan and Chuck Hanson requested funding for their Discovery project. After discussing it with the finance committee, AJ emailed Tom and Chuck to let them know that Explore La Crosse does not support feasibility studies. He also provided information regarding the new program to assist with marketing new tourism facilities. AJ has not heard back from Tom or Chuck at this time.

-The contract with Deb Archer has been signed and locked in for the board retreat on January 27th.

-Jeremiah applied for two tourism grants for fishing events, and has been awarded \$12,500.

-The convention /events dining program has launched. At this time, ten restaurants are participating.

EVENT CENTER UPDATES:

La Crosse Center: several items coming up including Bull Riding, Charlie Berens, Holiday Fair, and Rock Revolved.

COMMITTEE REPORTS:

Membership - Reports were distributed. Revenue for September was \$6,550.50 budgeted for \$6,750.00 The next meeting will be held on December 17.

Grants- Reports were distributed. Thus far, \$100,000 has been awarded in grants. The next meeting will be held on December 17th.

Convention/Sales- Next meeting is scheduled for November 14th.

Marketing/Media- No meeting held recently.

Belonging and Mattering Committee- The next round of six sessions for 2024-2025 Institute will start in November and will be held at the Omni Center. Welcome to Lisa Yang, new committee member.

Nominating Committee- Dave Ring presented the slate for 2025 officers; Jen Burch-President, Pete Boese-VP, Chris Roderique-Treasurer, Ryan Johnson-Secretary.

MOTION: to accept the slate of 2025 officers as presented. (P. Stephens, B. Meier) Carried.

OLD BUSINESS:

- WIAA Update: On October 21st, AJ, Dave R, Jeremiah B, met with Stephanie and the WIAA team to discuss the possibility of a 10-year agreement. They are open to the idea.
- WIGCOT Update: Travel Wisconsin has contracted with Nancy Flottmeyer to oversee the Sunday evening opening reception. They will be working with an outside group to run the rest of the event.
- MACVB Board Seat: AJ has been voted in as a member of the board of directors for the Minnesota Association of Convention & Visitors Bureaus.
- UWL/LCCVB Seat-CFO, Vice Chancellor Stephanie Pope will joining the board.
- Trolley Update: AJ has located a trolley, and had the opportunity to see it in person. A mechanic has looked it over, and though it needs a few minor repairs/additions, the mechanic has said it's one of the best trolleys they've seen. AJ has secured it for under the approved budget.

NEW BUSINESS:

- LCC/LCCVB Collaborative Sessions-Final Document-the document was included for review in the meeting packet.
- Meeting with Rebecca Glewen, Trempealeau County Administrator
- Midwest Travel Network: This organization reached out to Explore La Crosse to host a Midwest Travel Writers Conference in 2025. AJ has asked Haleigh and Iris to lock in this opportunity.

Meeting adjourned at 9:09am.

Next Board Meeting Tuesday, November 19, 2024 at 8:00am.

Respectfully submitted, Michelle Hoch

#6.2



DATE:

Tuesday, December 10, 2024

TIME:

Estimated Arrival Time: 2:05p.m.

Estimated Event Start Time: 2:15p.m.

LOCATION:

215 S Chestnut St., La Crescent MN

Join CPKC and celebrate the holidays by listening to great music and donating to help your local food bank.

MUSICAL GUESTS:

Tiera Kennedy

The Lone Bellow



#CPKCholidaytrain

cpkcr.com

