

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT COMMUNITY BUILDING
336 SOUTH FIRST STREET
NOVEMBER 27, 2023
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 13, 2023
- 1.2 BILLS PAYABLE THROUGH NOVEMBER 22, 2023
- 1.3
- 1.4

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 AGENDA REQUEST – HEATHER STOKELY/INSTALL FENCE ON CITY PROPERTY
- 3.2 AGENDA REQUEST – MIKE SEXAUER/LETTER OF RECOMMENDATION
- 3.3 SHORE ACRES NO WAKE ZONE – HOUSTON COUNTY
- 3.4 PLANNING COMMISSION MINUTES – OCTOBER 3 & OCTOBER 30, 2023
- 3.5 PLANNING COMMISSION MINUTES – NOVEMBER 7, 2023
- 3.6 2024 GENERAL FUND BUDGET REVIEW
- 3.7 DONATION RESOLUTION
- 3.8 LICENSE RENEWALS - 2024
- 3.9 ELECTRIC VEHICLE LEASE AGREEMENT
- 3.10 TAX CERTIFICATION RESOLUTION
- 3.11 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.12 MARKETING & PROMOTIONAL AGREEMENTS - 2024

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336 SOUTH FIRST STREET
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4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE
UPDATES**

6.1 EXPLORE LA CROSSE

6.2

6.3

6.4

7. CORRESPONDENCE

7.1

7.2

7.3

8. HOUSTON COUNTY

8.1

9. CHAMBER OF COMMERCE

9.1

10. ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
NOVEMBER 13, 2023

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of November was called to order by Mayor Mike Poellinger at 5:00 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, November 13th, 2023.

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

Also present via Zoom was Tammy Omdal from Northland Securities.

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

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – OCTOBER 23, 2023
- 1.2 BILLS PAYABLE THROUGH – NOVEMBER 9, 2023
- 1.3

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

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

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

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

Mike Poellinger

Yes

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

2. PUBLIC HEARING/MEETING

5:00 PM PUBLIC HEARING - CAPITAL IMPROVEMENT PLAN

At 5:00 pm the regular City Council meeting was adjourned for the Public Hearing on the Capital Improvement Plan. Tammy Omdal from Northland Securities was present via Zoom and presented the information. There were no questions from the public.

The regular City Council reconvened at 5:08 pm

ITEM 3.1 – RESOLUTION ADOPTING CAPITAL IMPROVEMENT PLAN AND GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF G.O. BONDS

City Council reviewed for approval a Resolution adopting the Capital Improvement Plan and preliminary approval to the issuance of G.O. bonds. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 11-23-46

RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED \$525,000 AND ADOPTING THE CITY OF LA CRESCENT, MINNESOTA, AMENDED AND RESTATED CAPITAL IMPROVEMENT PLAN FOR THE YEARS 2022 - 2026

WHEREAS, the City Council of the City of La Crescent, Minnesota (the "City") proposes to issue its general obligation capital improvement plan bonds (the "Bonds") and adopt the City of La Crescent, Minnesota, Amended and Restated Capital Improvement Plan for the years 2022 through 2026 (the "Plan"); and

WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the public hearing as required by law; and

WHEREAS, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

WHEREAS, the City Council has determined that the issuance of general obligation capital improvement plan bonds in the aggregate principal amount of up to \$525,000 is the best way to finance the capital improvements identified in the Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent, Minnesota, that the City hereby adopts the Plan and authorizes the issuance of up to \$525,000 aggregate principal amount of general obligation capital improvement plan bonds.

ADOPTED this 13th day of November 2023.

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 Administrator, the following Members present voted in favor thereof, viz;

Ryan Hutchinson

Yes

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

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

ITEM 3.2 – DEVELOPMENT AGREEMENT- 31 SOUTH WALNUT

City Attorney Skip Wieser reviewed with City Council for approval a Resolution approving the development agreement for 31 South Walnut, LLC with presented date changes and authorization for the Mayor and the City Administrator to sign the agreement. Following review and discussion, Member Williams introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 11-23-47

RESOLUTION APPROVING DEVELOPMENT AGREEMENT 31 SOUTH WALNUT, LLC

A. WHEREAS, 31 South Walnut, LLC, a Minnesota limited liability company (the "Developer") has requested that the City of La Crescent, Minnesota (the "City") assist with the financing of certain costs in connection with the construction of a commercial building with approximately 4,800 square feet including two residential housing units on the second floor which will be constructed on a parcel occupied by a substandard commercial building (laundromat) to be demolished and removed at 31 S Walnut Street in the City (the "Project").

B. WHEREAS, the Developer and the City have determined to enter into a Development Agreement providing for the City's assistance in connection with the Project (the "Agreement").

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

1. The City Council hereby approves the Agreement in substantially the form submitted, and the City is hereby authorized to execute the Agreement.

2. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom, and additions thereto as may be necessary and appropriate and approved by the City officials authorized by a resolution of the City to execute the Agreement. The execution of the Agreement shall be conclusive evidence of the approval of the Agreement in accordance with the terms hereof.

ADOPTED this 13th day of November 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

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

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

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

ITEM 3.3 – CARBON REDUCTION PROGRAM GRANT-RESOLUTION/AGREEMENT

City Sustainability Coordinator Jason Ludwigson reviewed with City Council for approval a Resolution approving the City of La Crescent to enter into a MnDOT Agreement with the State of Minnesota, Department of Transportation for Carbon Reduction Program Funds. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 11-23-48

A RESOLUTION APPROVING THE CITY OF LA CRESCENT TO ENTER INTO A MNDOT AGREEMENT WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION FOR CARBON REDUCTION PROGRAM FUNDS

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of La Crescent to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor, Mike Poellinger and City Administrator, Bill Waller are hereby authorized and directed for and on behalf of the City of La Crescent to execute and enter into an agreement with the commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 236-080-004, a copy of which said agreement was before the City Council and which was made a part hereof by reference.

ADOPTED this 13th day of November, 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

ITEM 3.4 – ANNEXATION PETITION

City Attorney Skip Wieser reviewed with City Council an annexation petition from the property owners at 1755 County 6. It was recommended that City Council call for a Public Hearing to be held on December 18th, 2023 at 5:00 pm. Following discussion, Member Williams made a motion, seconded by Member Jostad as follows:

MOTION TO CALL FOR A PUBLIC HEARING TO BE HELD ON DECEMBER 18, 2023 AT 5:00 PM FOR AN ANNEXATION PETITION FROM THE PROPERTY OWNERS AT 1755 COUNTY 6, LA CRESCENT.

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

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

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

ITEM 3.5 – PARK USE ORDINANCE

City Administrator Bill Waller reviewed with City Council an Ordinance Regulating Parks, Playgrounds, and Public Grounds. The City's Park & Recreation Commission has reviewed the ordinance and is recommending that City Council adopt the ordinance as proposed. Following discussion, Member O'Donnell-Ebner introduced the following ordinance and moved its passage for adoption:

CITY OF LA CRESCENT, MINNESOTA

ORDINANCE NO. 577

AN ORDINANCE REGULATING PARKS, PLAYGROUNDS, AND PUBLIC GROUNDS

The City Council of the City of La Crescent, Minnesota hereby ordains as follows:

PARKS, PLAYGROUNDS, AND PUBLIC GROUNDS

APPLICATION.

This Section shall apply to all parks, playgrounds and public grounds owned by or otherwise under the control of the city council within the municipal boundaries of the city, irrespective of whether or not any such lands are open to the unsolicited use thereof by city residents or other persons.

HOURS OF USE.

Unless otherwise posted, no person shall be present in or located upon any park, playground or other public ground, including parking areas appurtenant thereto, between the hours of 11:00 p.m. and 5:00 a.m. without the express written approval of the city council; provided, that this section shall not apply to persons who, without delay, are traveling through such parks, playgrounds, or public grounds upon established walks, paths and streets.

USES PROHIBITED.

- (A) No person not an employee of the city shall pick or cut any wild or cultivated flower or cut, break or in any way injure or deface any tree, shrub or plant or otherwise disturb or disrupt the soil or grounds of such public areas unless prior approval is obtained from the city.
- (B) No person not an employee of the city shall plant any wild, cultivated or exotic tree, shrub or plant.
- (C) No person shall kill, pursue, injure, molest, disturb or have in possession any species of wildlife including birds, waterfowl or other animals found within the confines of the park.
- (D) No person shall operate a motorized or electrified vehicle in any city park or trail, except on designated roadways and parking lots.
- (E) No person shall start any fire in any such public area.
- (F) No person shall tamper with, climb, deface, destroy, disturb, damage or remove any part of any park building, sign, light, table, grill, shelter, equipment or other property found therein.
- (G) No person shall disregard or fail to comply with any posted regulations, directional signs, barriers or other control devices located within any city park or public ground.
- (H) No person shall deposit, allow to accumulate or dispose of any inorganic waste in or upon a stated public area, except to place same in garbage receptacles provided therefor.
- (I) No person shall engage in boisterous, disruptive behavior, or excessively loud music or noise within or upon any stated public area or otherwise conduct himself so as to unreasonably disturb or aggravate another person or persons.
- (J) No person shall erect or place in any or upon any stated public area a tent, camping equipment or other temporarily located structure, nor shall any person leave any vehicle or movable structure which could be used for the purpose of overnight camping unless approved by the La Crescent City Council. No staking is allowed of said structures without written approval from the city.

(K) No person shall place or erect any sign or advertisement on any park land, trees, structures or equipment located therein without prior approval of the City.

(L) No person shall cast, deposit, throw, damage, lay, place or scatter upon any of the stated public areas, or in or upon any water located therein or adjacent thereto, any cigars, cigarettes, glass, bottles, nails, tacks, wire, crockery, cans or any other refuse matter. No person shall have in his possession any glass or other objects easily fragmented in or upon any water located within the park.

(M) No person shall possess, consume or otherwise provide to others any controlled substance in any park, playground or public ground.

(N) All dogs while within any park shall be on a leash and the person in control of the dog shall have in possession tools or equipment suitable for the sanitary pick-up, removal and disposal of all dog fecal matter.

(O) No person shall possess, ride, or drive a horse in any park, playground, or public ground.

(P) No person shall utilize any park, playground, or public ground for a for-profit enterprise unless in conjunction with a City approved event.

(Q) Hunting with the use of a weapon is not permitted, and deer stands are not allowed to be installed on City property.

(R) No person shall sell liquor in any park or public ground owned by or otherwise under control of the City unless in compliance with City of La Crescent Ordinance No. 543.

(S) No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place in compliance with City of La Crescent Ordinance No. 572.

(T) No person shall use any form of tobacco at or on any public grounds owned by the City of La Crescent.

VIOLATION; PENALTY.

(A) Any person violating any of the provisions of this article shall be guilty of a misdemeanor.

(B) Any person violating any of the provisions of this article may be expelled or ejected at such time from a park at the discretion of a law enforcement officer.

SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

The City may establish hours of operation or other rules or regulations regarding specific parks by future action of the City Council.

Section 2. This ordinance shall become effective upon its passage and publication.

REPEAL.

Upon adoption and publication of this ordinance, any ordinance inconsistent is repealed.

ADOPTED this 13th day of November 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

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

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

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

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

MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 577 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.

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

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

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

ITEM 3.6 – HORSE TRACK MEADOWS NORTH REQUEST FOR PROPOSALS

City Attorney Skip Wieser reviewed with City Council for approval the Request for Proposals (RFP) for the sale of the City-owned property commonly known as Horse Track Meadows North. The intent is to post the RFP at the same locations where the City posts meeting notices and notify parties that have expressed interest in the property by mailing them the RFP. The RFP will also be posted on the City's website and social media account. It was recommended that City Council approve the RFP with a change of the Submission Date to January 4, 2024, by 4:00 pm. Following discussion, a request was made for the additional language 'including aging in place opportunities' to the fourth bullet point under the section of what proposal packages must include. Member Jostad made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE REQUEST FOR PROPOSALS FOR THE SALE OF THE CITY-OWNED PROPERTY COMMONLY KNOWN AS HORSE TRACK MEADOWS NORTH WITH A CHANGE OF THE SUBMISSION DATE TO JANUARY 4, 2024 BY 4:00 PM, AND THE ADDITIONAL LANGUAGE TO THE FOURTH BULLET POINT UNDER WHAT THE PROPOSAL PACKAGES MUST INCLUDE TO READ 'INCLUDING AGING IN PLACE OPPORTUNITIES'.

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

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

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

ITEM 3.7 – AUTHORIZE CAPITAL EXPENDITURE

City Administrator Bill Waller reviewed with City Council for approval a recommendation from the Fire Cooperative for the purchase of a red 2024 Chevrolet Tahoe from the State bid for \$50,029.16. The vehicle would be used by Josh Tarrence to perform his duties as Fire Marshal/Assistant Fire Chief for the Fire Department along with his duties as the City's Building Inspector. The Fire Department received \$40,000 in funding from Houston County that would be used for the purchase, with the balance of the purchase price coming from the Fire Department's 2023 operating budget. A portion of the \$233,374 in Public Safety Aid funds that the City will be receiving in December of 2023 will be used to outfit the vehicle. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE PURCHASE OF A RED 2024 CHEVROLET TAHOE FROM THE STATE BID FOR \$50,029.16 FOR FIRE MARSHAL/ASSISTANT FIRE CHIEF, JOSH TARRENCE TO USE FOR THE FIRE DEPARTMENT ALONG WITH HIS DUTIES AS THE CITY'S BUILDING INSPECTOR. FUNDS IN THE AMOUNT OF \$40,000 THAT THE FIRE DEPARTMENT RECEIVED FROM HOUSTON COUNTY WILL BE USED FOR THE PURCHASE WITH THE BALANCE COMING FROM THE FIRE DEPARTMENT'S 2023 OPERATING BUDGET, WITH A PORTION OF THE \$233,374 IN PUBLIC SAFETY AID FUNDS THAT THE CITY WILL RECEIVE IN DECEMBER OF 2023 TO BE USED TO OUTFIT THE VEHICLE.

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

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

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

ITEM 3.8 – GAMBLING PERMIT APPLICATION

City Council reviewed a Gambling Permit Application from the La Crescent Softball Boosters to hold a raffle on Saturday, February 10, 2024, at the La Crescent Area Event Center. The application appears to be in order and it was recommended that City Council approve the application and authorize that it be forwarded to the Minnesota Gambling Control Board. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE A GAMBLING PERMIT APPLICATION FROM THE LA CRESCENT SOFTBALL BOOSTERS TO HOLD A RAFFLE ON SATURDAY, FEBRUARY 10, 2024 AT THE LA CRESCENT AREA EVENT CENTER AND TO AUTHORIZE THAT IT BE FORWARDED TO THE MINNESOTA GAMBLING CONTROL BOARD.

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

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

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

ITEM 3.9 – COMMISSION RESIGNATIONS

City Council reviewed for approval the resignation of Planning Commissioner Dave Coleman and the resignation of GreenSteps Committee member Todd Bille. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO ACCEPT THE RESIGNATION OF DAVE COLEMAN FROM THE PLANNING COMMISSION AND THE RESIGNATION OF TODD BILLE FROM THE GREENSTEPS COMMITTEE.

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes

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

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

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 City Council reviewed the October 17th, 2023 Explore La Crosse meeting agenda and the September 19, 2023 meeting minutes.
- 6.2 City Council reviewed the October 30, 2023, Park & Recreation meeting minutes.
- 6.3 City Council reviewed the November 1, 2023, GreenStep meeting minutes.
- 6.4 City Council reviewed the November 6, 2023, Development Commission meeting minutes.

9. CHAMBER OF COMMERCE

Chamber of Commerce President Sarah DeLacy was in attendance and gave an update.

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 5:58 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, 2023
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending November 22, 2023. We would suggest that the City Council approve the payment of the bills as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A1 PRECISION PUMPING INC						
12024	GRINDER PUMP REPAIR	11/02/2023	250.00	.00		
12057	GRINDER PUMP REPAIR	11/08/2023	250.00	.00		
Total 9080:			500.00	.00		
ABILITY BUILDING CENTER INC						
17585-1	CITY HALL - CLEANING - CORRECTION	08/31/2023	1.00	1.00	11/15/2023	
18330	CITY HALL - CLEANING	10/31/2023	140.79	.00		
18330	CITY HALL - SHREDDING	10/31/2023	33.99	.00		
Total 8085:			175.78	1.00		
AMAZON CAPITAL SERVICES						
113L-1PCL-NXLF	STREETS - VEHICLE MAINT	10/29/2023	22.98	.00		
113T-GRYX-3K1	PARKS - TENNIS COURTS	10/23/2023	44.96	.00		
13TD-1GML-CP1	LIBRARY - BOOKS	11/11/2023	14.95	.00		
13TD-1GML-JTL	STREETS - VEHICLE MAINT	11/12/2023	28.92	.00		
13TD-1GML-JTL	CITY - OFFICE SUPPLIES	11/12/2023	21.98	.00		
16ML-JFFT-HP6	B&Z- OFFICE SUPPLIES	11/11/2023	279.11	.00		
1DKC-NJHT-4JW	LIBRARY - BOOKS GRANT FUNDED	11/08/2023	17.27	.00		
1F6C-C173-MCT	LIBRARY - PROGRAM SUPPLIES	11/19/2023	20.58	.00		
1NLV-TCJN-JVM	LIBRARY - PROGRAM SUPPLIES	11/12/2023	79.65	.00		
1NM1-FFN9-4TW	CITY - COFFEE MAKER	11/07/2023	294.95	.00		
1PGW-T696-GP	LIBRARY - BOOKS GRANT FUNDED	11/18/2023	16.46	.00		
1RTL-NJXF-VHX	LIBRARY - BOOKS GRANT FUNDED	11/13/2023	20.06	.00		
1YTJ-WWJX-DT	LIBRARY - OFFICE SUPPLIES	11/17/2023	67.98	.00		
Total 9956:			929.85	.00		
AMERICAN LEGAL PUBLISHING CORP						
29174	INTERNET RENEWAL - 12/23 - 12/24	11/14/2023	495.00	.00		
Total 8057:			495.00	.00		
B & T TECHNICAL SERVICES, LLC						
1392	COMM BLDG - SOLAR ELECTRICAL SERVICE	10/31/2023	263.49	.00		
Total 9680:			263.49	.00		
BAYCOM, INC						
GO-11779-W7G1	FD - PAGERS PURCHASED FROM DNR 50/50 GRANT	11/14/2023	5,253.52	.00		
Total 262:			5,253.52	.00		
BOBCAT OF THE COULEE REGION						
01-67372	BOBCAT REPAIR	10/30/2023	400.47	.00		
Total 216:			400.47	.00		
BUEHLER, LUANN						
11/10/23	PD - UNIFORM PATCHES	11/10/2023	66.00	.00		
Total 10104:			66.00	.00		
CDW GOVERNMENT, INC.						
MV49773	CLERK- 2023-2024 ADOBE SOFTWARE	11/01/2023	281.29	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
MV49773	B&Z- 2023-2024 ADOBE SOFTWARE	11/01/2023	281.29	.00		
Total 8180:			562.58	.00		
CINTAS CORPORATION						
4170114412	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	10/09/2023	36.66	.00		
4170114483	CITY HALL - MATS, CLEANING RAGS & TOWELS	10/09/2023	63.95	.00		
4171530005	GC- CLEANING RAGS FOR CLUBHOUSE AND SHOP	10/23/2023	41.47	.00		
4171530047	CITY HALL - MATS, CLEANING RAGS & TOWELS	10/23/2023	63.95	.00		
Total 9696:			206.03	.00		
CITY OF WINONA						
10/31/23	LIBRARY - BOOKS GRANT FUNDED	10/31/2023	750.00	.00		
Total 247:			750.00	.00		
CLASSIC ROCK PRODUCTS INC						
1012	PARKS - LANDSCAPING	11/13/2023	352.00	.00		
Total 278:			352.00	.00		
COULEE REGION ECOSCAPES						
2824	WINLAC RAIN GARDEN PROJECT 50% DOWN PAYMENT	11/09/2023	7,578.50	.00		
Total 10003:			7,578.50	.00		
DAVY LABORATORIES						
23K0292	WATER - SAMPLES	11/14/2023	96.30	.00		
23K0309	WATER - SAMPLES	11/15/2023	96.30	.00		
Total 312:			192.60	.00		
DORSCHNER, JEVIN						
11/16/23	REIMBURSE - TRAVEL EXPENSE	11/16/2023	12.34	.00		
Total 9878:			12.34	.00		
E O JOHNSON CO.						
INV1431451	DUO AUTHENTICATION - FIRE	11/06/2023	45.90	.00		
INV1431451	DUO AUTHENTICATION - POLICE	11/06/2023	70.20	.00		
INV1431451	DUO AUTHENTICATION - SEWER	11/06/2023	10.80	.00		
INV1431451	DUO AUTHENTICATION - CLERK	11/06/2023	32.00	.00		
INV1431451	DUO AUTHENTICATION - LIC BUR	11/06/2023	45.90	.00		
INV1431451	DUO AUTHENTICATION - B&Z	11/06/2023	15.80	.00		
INV1431451	DUO AUTHENTICATION - STREETS	11/06/2023	10.80	.00		
INV1431451	DUO AUTHENTICATION - PUB WORKS	11/06/2023	10.80	.00		
INV1431451	DUO AUTHENTICATION - GC	11/06/2023	27.00	.00		
INV1431451	DUO AUTHENTICATION - WATER	11/06/2023	10.80	.00		
INV1431452	OFFICE 365	11/21/2023	200.00	.00		
Total 8614:			480.00	.00		
E O JOHNSON CO INC - LEASE						
35287976	GC - COPY MACHINE/PRINTER	11/07/2023	73.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9397:			73.00	.00		
GENERAL SPRINKLER CORPORATION						
41929	ICE ARENA - ANNUAL SPRINKLER INSPECTION	11/08/2023	340.00	.00		
41934	RADIUM PLANT - SPRINKLER SYS INSPEC	11/08/2023	450.00	.00		
Total 8902:			790.00	.00		
GREENGRASS, HENRY						
11/6/23	LIBRARY - PROGRAM SPEAKER FEE	11/06/2023	100.00	.00		
Total 10148:			100.00	.00		
HAWKINS INC.						
6621090	WATER PLANT - CHEMICALS	11/08/2023	3,980.00	.00		
6625106	WATER PLANT - CHEMICALS	11/15/2023	20.00	.00		
Total 512:			4,000.00	.00		
HOUSTON CNTY TREASURER						
25.0113.000-25.0	CONDITIONAL USE PERMIT RECORDING - SUBSTATION	11/14/2023	46.00	.00		
25.0113.000-25.1	RECORDING OF VARIANCE - FENCE	11/14/2023	46.00	.00		
25.2287.000	RECORDING OF VARIANCE - FENCE	11/14/2023	46.00	.00		
Total 721:			138.00	.00		
JOHNSON LIVINGS LLC						
INV0193	CONTRACTED EMPLOYEES - COAT EMBROIDERY	11/13/2023	26.36	.00		
INV0193	PARKS - COAT EMBROIDERY	11/13/2023	13.18	.00		
INV0193	B&Z - COAT EMBROIDERY	11/13/2023	26.36	.00		
INV0193	STREETS - COAT EMBROIDERY	11/13/2023	52.74	.00		
INV0193	PUBLIC WORKS - COAT EMBROIDERY	11/13/2023	26.36	.00		
INV0199	B&Z - COAT EMBROIDERY	11/17/2023	12.00	.00		
Total 10147:			157.00	.00		
KWIK TRIP INC						
10/23 STMT	PD- FUEL	10/31/2023	1,479.35	1,479.35	11/16/2023	
10/23 STMT	PARKS FUEL	10/31/2023	430.73	430.73	11/16/2023	
10/23 STMT	STREETS FUEL	10/31/2023	641.94	641.94	11/16/2023	
10/23 STMT	B&Z FUEL	10/31/2023	158.57	158.57	11/16/2023	
10/23 STMT	WATER FUEL	10/31/2023	67.10	67.10	11/16/2023	
10/23 STMT	SEWER FUEL	10/31/2023	67.10	67.10	11/16/2023	
10/23 STMT	FD FUEL	10/31/2023	161.27	161.27	11/16/2023	
Total 1014:			3,006.06	3,006.06		
LA CRESCENT AUTO REPAIR, INC						
27671	PD - P19 MAINTENANCE	08/10/2023	69.64	.00		
27783	PD - VEHICLE MAINTENANCE	09/01/2023	21.71	.00		
27974	B&Z - VEHICLE MAINTENANCE	09/07/2023	91.39	.00		
28573	PD - P21 MAINTENANCE	11/16/2023	40.42	.00		
Total 8168:			223.16	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
LA CROSSE TRIBUNE						
11/23 CITY 8 WE	CITY HALL - 8 WEEKS SUBSCRIPTION DAILY	11/16/2023	153.00	.00		
Total 8522:			153.00	.00		
MENARDS-LA CROSSE						
91630	DUMP SHED	11/08/2023	59.28	.00		
91840	HOCKEY BOARD REPAIR	11/13/2023	538.20	.00		
91840	CHRISTMAS LIGHTS	11/13/2023	79.90	.00		
91842	HOCKEY BOARD RETURNED CREDIT	11/13/2023	91.05	.00		
Total 1352:			586.33	.00		
MIENERGY COOPERATIVE						
10/23 STMT.	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	10/31/2023	230.00	230.00	11/16/2023	
10/23 STMT.	ELECT UTILITIES-GC CLUBHOUSE	10/31/2023	802.45	802.45	11/16/2023	
10/23 STMT.	ELECT UTILITIES-GC POP MACH.	10/31/2023	123.13	123.13	11/16/2023	
10/23 STMT.	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	10/31/2023	764.97	764.97	11/16/2023	
10/23 STMT.	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	10/31/2023	158.96	158.96	11/16/2023	
10/23 STMT.	ELECT UTILITIES - WIESER PARK	10/31/2023	346.90	346.90	11/16/2023	
Total 2012:			2,426.41	2,426.41		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
11/10/23PR0015	MN CHILD SUPPORT	11/13/2023	640.97	640.97	11/13/2023	
Total 9597:			640.97	640.97		
MINNESOTA ENERGY RESOURCES INC						
10/23 STMT.	CITY HALL- GAS UTILITIES	10/31/2023	178.34	178.34	11/16/2023	
10/23 STMT.	COMMUNITY BLDG - GAS UTILITIES	10/31/2023	201.91	201.91	11/16/2023	
10/23 STMT.	CONTROL BLDG - GAS UTILITIES	10/31/2023	62.83	62.83	11/16/2023	
10/23 STMT.	ICE ARENA - GAS UTILITIES	10/31/2023	900.96	900.96	11/16/2023	
10/23 STMT.	LIBRARY- GAS UTILITIES	10/31/2023	47.23	47.23	11/16/2023	
10/23 STMT.	MAINT BLDG - GAS UTILITIES	10/31/2023	237.02	237.02	11/16/2023	
10/23 STMT.	POOL - GAS UTILITIES	10/31/2023	63.88	63.88	11/16/2023	
10/23 STMT.	PUMP HOUSE MCINTOSH	10/31/2023	59.74	59.74	11/16/2023	
10/23 STMT.	PUMP HOUSE ORCHARDVIEW	10/31/2023	62.06	62.06	11/16/2023	
10/23 STMT.	ANIMAL SHELTER- GAS UTILITIES	10/31/2023	74.02	74.02	11/16/2023	
10/23 STMT.	ABNET RESTROOMS- GAS UTILITIES	10/31/2023	63.47	63.47	11/16/2023	
Total 8171:			1,951.46	1,951.46		
MINNESOTA PUMP WORKS						
INV022801	GRINDER PUMP CONTROL BOXES	11/10/2023	2,325.00	.00		
Total 9637:			2,325.00	.00		
PUMP 4 LESS						
10/23 CITY	PARKS - MOTOR FUEL	10/31/2023	388.20	.00		
10/23 CITY	STREET DEPT - MOTOR FUEL	10/31/2023	169.62	.00		
10/23 CITY	PUBLIC WORKS - MOTOR FUEL	10/31/2023	40.14	.00		
10/23 POLICE	POLICE DEPT - MOTOR FUEL	10/31/2023	169.73	.00		
10/23 POLICE	POLICE DEPT - WASHER FLUID	10/31/2023	4.91	.00		
Total 8604:			772.60	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
QUADIENT FINANCE USA, INC						
11/23 STMT	Postage Meter Postage- Library	11/14/2023	9.00	.00		
11/23 STMT	Postage Meter Postage- Clerk	11/14/2023	45.00	.00		
11/23 STMT	Postage Meter Postage- Pool	11/14/2023	6.00	.00		
11/23 STMT	Postage Meter Postage- Animal Rescue	11/14/2023	3.00	.00		
11/23 STMT	Postage Meter Postage- Water	11/14/2023	63.00	.00		
11/23 STMT	Postage Meter Postage- FIRE DEPARTMENT	11/14/2023	12.00	.00		
11/23 STMT	Postage Meter Postage- Golf course	11/14/2023	9.00	.00		
11/23 STMT	Postage Meter Postage- Public works	11/14/2023	15.00	.00		
11/23 STMT	Postage Meter Postage- Sewer	11/14/2023	63.00	.00		
11/23 STMT	Postage Meter Postage- Police	11/14/2023	21.00	.00		
11/23 STMT	Postage Meter Postage- B&Z	11/14/2023	21.00	.00		
11/23 STMT	Postage Meter Postage- Lic Bur	11/14/2023	30.00	.00		
11/23 STMT	Postage Meter Postage- Arena	11/14/2023	3.00	.00		
Total 9799:			300.00	.00		
SAFE-FAST, INC.						
INV283180	STREET - SAFETY JACKET & GLOVES	11/10/2023	266.25	.00		
Total 8644:			266.25	.00		
SHOOTING STAR NATIVE SEEDS						
60024	HELP GRANT - SEED MIX EAGLES BLUFF PRAIRIE	11/10/2023	183.00	.00		
Total 9713:			183.00	.00		
SPEEDTECH LIGHTS INC.						
369825	STREETS - PLOW TRUCK LIGHTS	11/15/2023	268.35	.00		
Total 10079:			268.35	.00		
ULINE						
170454184	WIESER PARK PAVILLION - 2 DUMPSTERS FOR TRASH	11/02/2023	405.22	.00		
Total 9422:			405.22	.00		
UNITED STATES POSTMASTER						
11/23 PAST DUE	PAST DUE WATER/SEWER - SEWER	11/16/2023	33.66	33.66	11/16/2023	
11/23 PAST DUE	PAST DUE WATER/SEWER - WATER	11/16/2023	33.66	33.66	11/16/2023	
Total 2102:			67.32	67.32		
VERIZON WIRELESS						
9948254099	WATER DEPT - DATA	10/31/2023	59.72	.00		
9948254099	SEWER DEPT - DATA	10/31/2023	59.72	.00		
Total 8973:			119.44	.00		
WATER SYSTEMS CO.						
619085	LIBRARY - WATER COOLER RENTAL	10/31/2023	8.00	.00		
Total 8605:			8.00	.00		
WETTERLIN, SHAWN B.						
2023 BOOT	2023 BOOT REIMBURSEMENT	11/17/2023	125.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8624:			125.00	.00		
WHKS & CO.						
49627	HORSE TRACK MEADOWS NORTH	10/27/2023	2,332.36	.00		
49629	WIESER PARK IMPROVEMENTS DESIGN	10/27/2023	188.80	.00		
Total 8290:			2,521.16	.00		
XCEL ENERGY						
10/23 STMT	RESERVOIR - 1026 CRESCENT HILLS	10/31/2023	14.64	.00		
10/23 STMT	WELL #3 - LOAD PROFILE 417 WALNUT PL	10/31/2023	1,447.28	.00		
10/23 STMT	ICE ARENA - 520 S 14TH	10/31/2023	1,674.34	.00		
10/23 STMT	ABNET FIELD - 1323 SPRUCE	10/31/2023	64.35	.00		
10/23 STMT	TENNIS COURT LIGHTS - 608 S 7TH	10/31/2023	5.93	.00		
10/23 STMT	STREET LIGHTS - PO BOX 142	10/31/2023	6,522.95	.00		
10/23 STMT	FLAG LIGHT - 202 MAIN	10/31/2023	9.99	.00		
10/23 STMT	WWTP - 222 HWY 16	10/31/2023	560.32	.00		
10/23 STMT	FLAG LIGHT - 226 MAIN	10/31/2023	20.92	.00		
10/23 STMT	WELL #2 - 400 LARCH	10/31/2023	604.29	.00		
10/23 STMT	CITY HALL - 317 MAIN	10/31/2023	457.86	.00		
10/23 STMT	LIFT STATION - 1450 HWY 16	10/31/2023	26.75	.00		
10/23 STMT	UNIT STREET LIGHTS - 33 S WALNUT	10/31/2023	69.38	.00		
10/23 STMT	SIGN LIGHT - 525 S. CHESTNUT	10/31/2023	14.75	.00		
10/23 STMT	BOOSTER STATION - 193 MCINTOSH E	10/31/2023	1.89	.00		
10/23 STMT	LIFT STATION - 31 MCINTOSH RD E	10/31/2023	15.78	.00		
10/23 STMT	SHORE ACRES - GRINDER PUMPS	10/31/2023	293.78	.00		
10/23 STMT	WELL HOUSE - 200 STONEY PT RD	10/31/2023	624.11	.00		
Total 1410:			12,429.31	.00		
Grand Totals:			52,254.20	8,093.22		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

#3.1

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED:

10-13-23

SUBMITTED BY:

Heather Stokely

ISSUE:

End of lot is owned by the city but I would like to fence in the whole yard.

ATTACHMENTS:

Letter clarifying the issue. Drawing by Phillips Fencing. 3 pictures of the lot and 1 picture of my dog Sam; the reason for the fence.

JUSTIFICATION:

I have maintained the yard, mowing for nearly six years that I have lived there. The city portion of the yard is landlocked and of no use to anyone but me.

ACTION REQUESTED:

I would be happy to purchase the 47' x 49' section of city property at the end of my lot. Or if I may please be granted the use to put up a fence and thus fence in the entire lot.

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

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 4:45 p.m. the day of the meeting.

October 5, 2023

From:

Heather Stokely

523 S. Oak Street

La Crescent, MN 55947

608-385-0695

To:

Mayor Poellinger

La Crescent City Hall

I wanted to follow-up on an email I sent September 25, 2023.

I have included a letter, that address my concerns, the drawing Phillips Fencing provided me after the site visit and proposal for my property and pictures of the yard {my property and city} and a picture of my dog, he is the reason I am so passionate about this project.

Thank you for your time in reviewing the enclosed materials.

Heather

Dear Mayor Poellinger,

It was nice meeting you at the Apple dedication, the kick-off for Applefest! My first year on the Applefest Board and it was nice to have you take the time to say hello. Really nice of you and thank you for making me feel welcome. I will also add that my experience on the Board has been educational, eye-opening and much fun. Already thinking about Applefest 2024!!!

I'm also writing for some advice regarding the city property that is connected to the end of my lot. The Building and Zoning folks called me Wednesday. The gentleman I spoke with shared with me a few things. First, he said that because I do not own the land at the end of my property that a variance does not apply in this instance. Second, he explained that I cannot put a permanent structure (like a fence) on city property. (Which makes sense considering.) Third, I asked if he had any suggestions as to the next steps I can take because the property is in such an odd spot for the city and that they are not maintaining it, he said the answer is "no".

So, I thanked him for his time, but I'm not sure there isn't a solution. I truly believe there is something to be done to make this better for all parties involved. In my opinion (and I do know this is an opinion!) This property has no true value (other than to me) because it is first and foremost land locked. The city can't get there to maintain it. I will repeat, the city has not had to maintain it - I mow it. Yes, the city probably should but I'm not sure how that would get accomplished and would only add to the cost for taxpayers anyway.

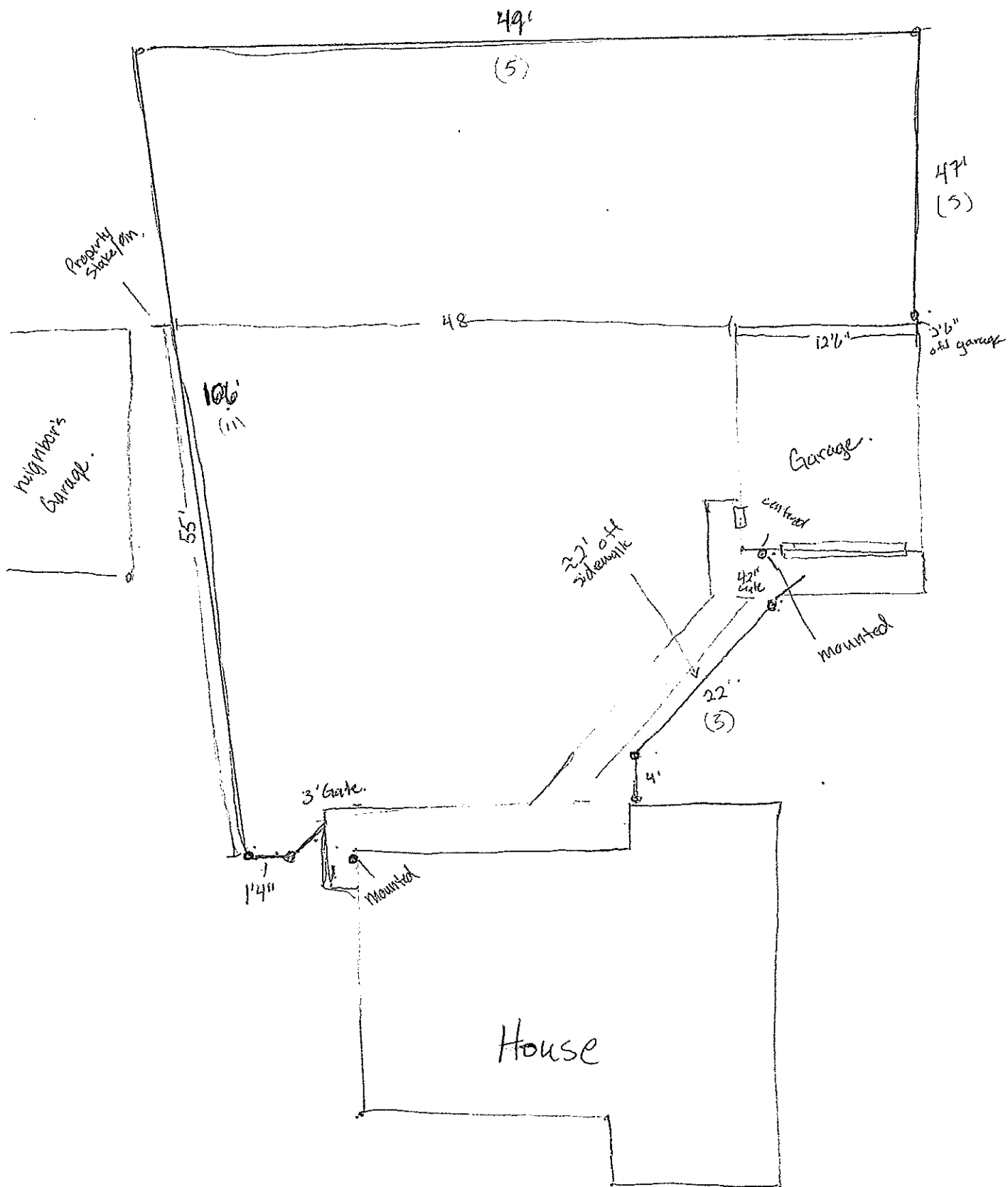
So, I'm wondering if something can be worked out or discussed. While I don't know all the options available, a couple I've considered are to allow me to put up a fence. Why do I want a fence? I have a dog and putting a fence in the middle of a property I'm maintaining seems unnecessary. This way I can continue to maintain it but can use it (like we are) for my dog. Something else to consider, I could simply purchase the small property if there is a way to do that.

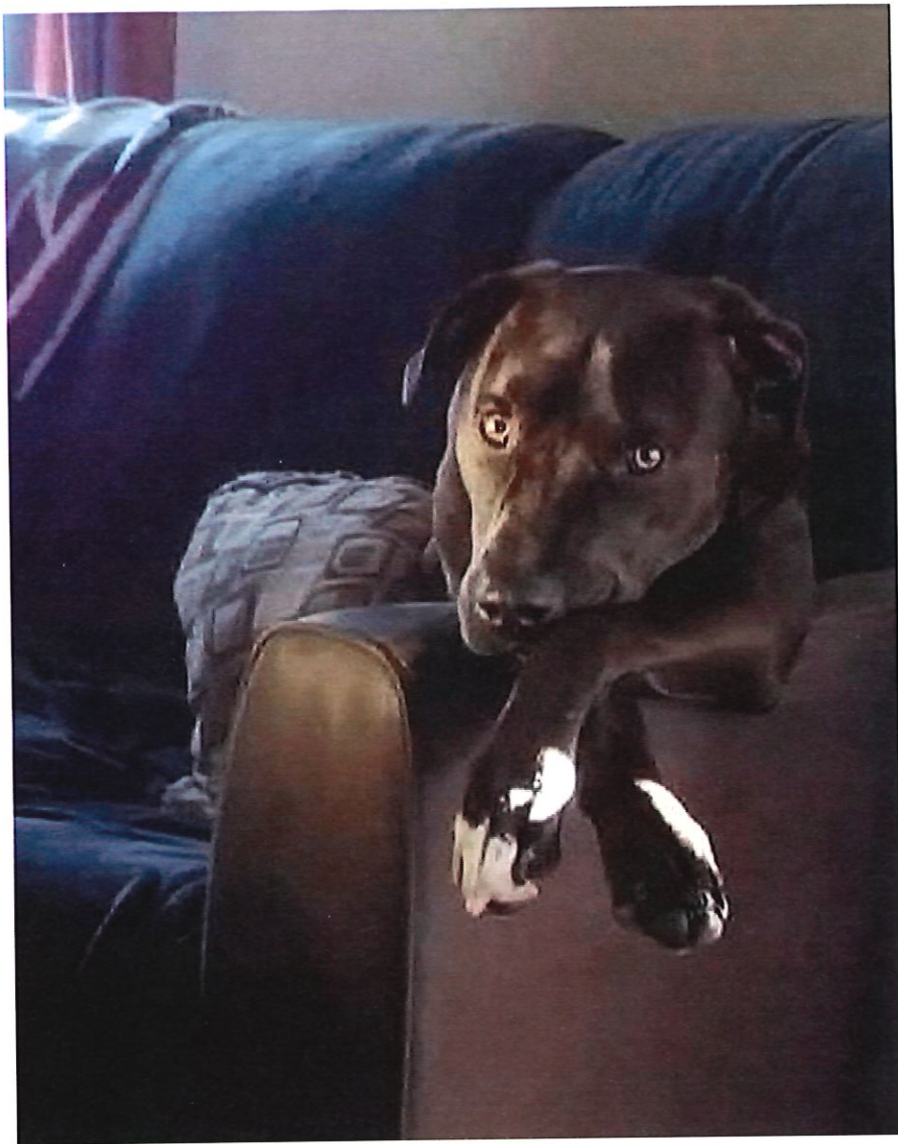
I'm happy to have you pop over and walk through it with me so you can see what we are talking about in person and maybe even think of something else that might work so all parties are benefiting. In my opinion a conversation about what might work best for the community is a great start. The property is located at 523 S. Oak Street. It was a rental property (I rented there for five plus years), but I've since purchased it, and I've now turned into a home. It happens to be in a wonderful neighborhood, and I could not ask for better neighbors. (A fence to ensure my dog stays in might help it stay that way!)

Thank you for taking the time to engage me with this "little issue" considering the scope of other things you are dealing with daily. My hope is to find an easy solution that makes sense for you, the city of La Crescent and certainly me and my dog Sam.

Thank you for your time and consideration.

Sincerely,
Heather Stokely





This is my dog, Sam.



My backyard from outside my back door.



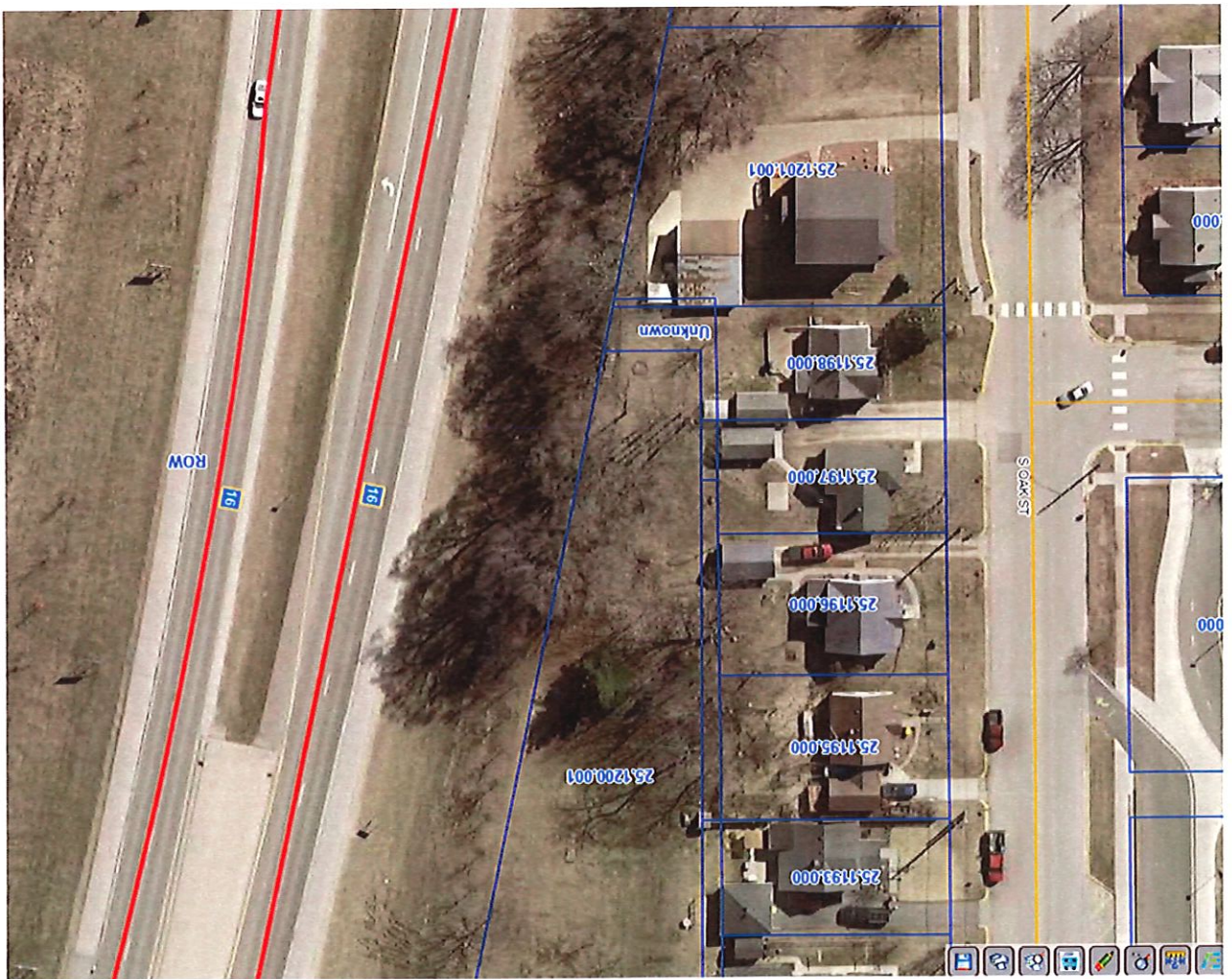
Right side of back yard; from 3 feet behind my garage is city land.

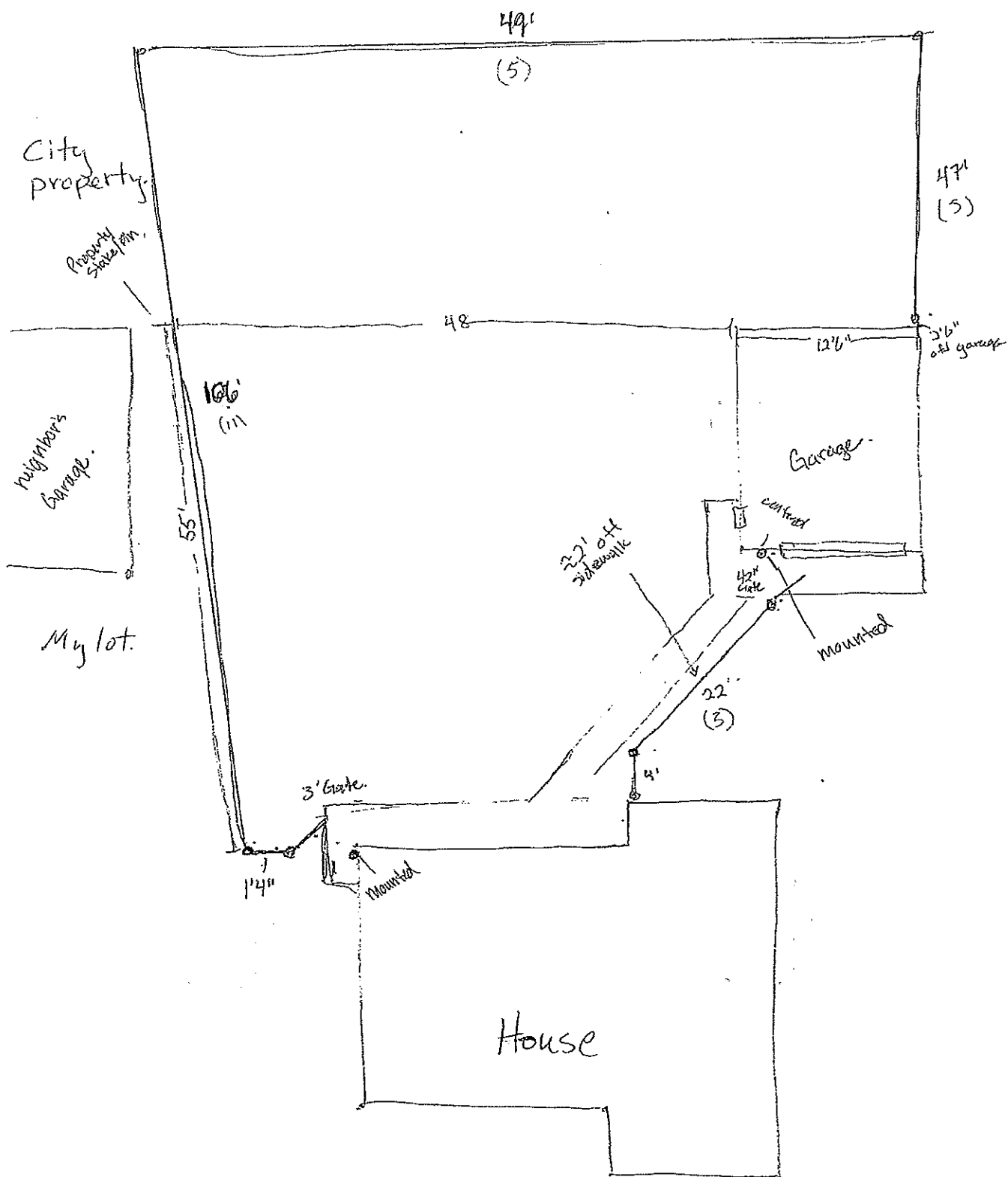


Left side of backyard. City property - land locked.



View of my back yard, from the point right before Will
and highway below.





Street

4' Aluminum CL

523 S. Oak Street

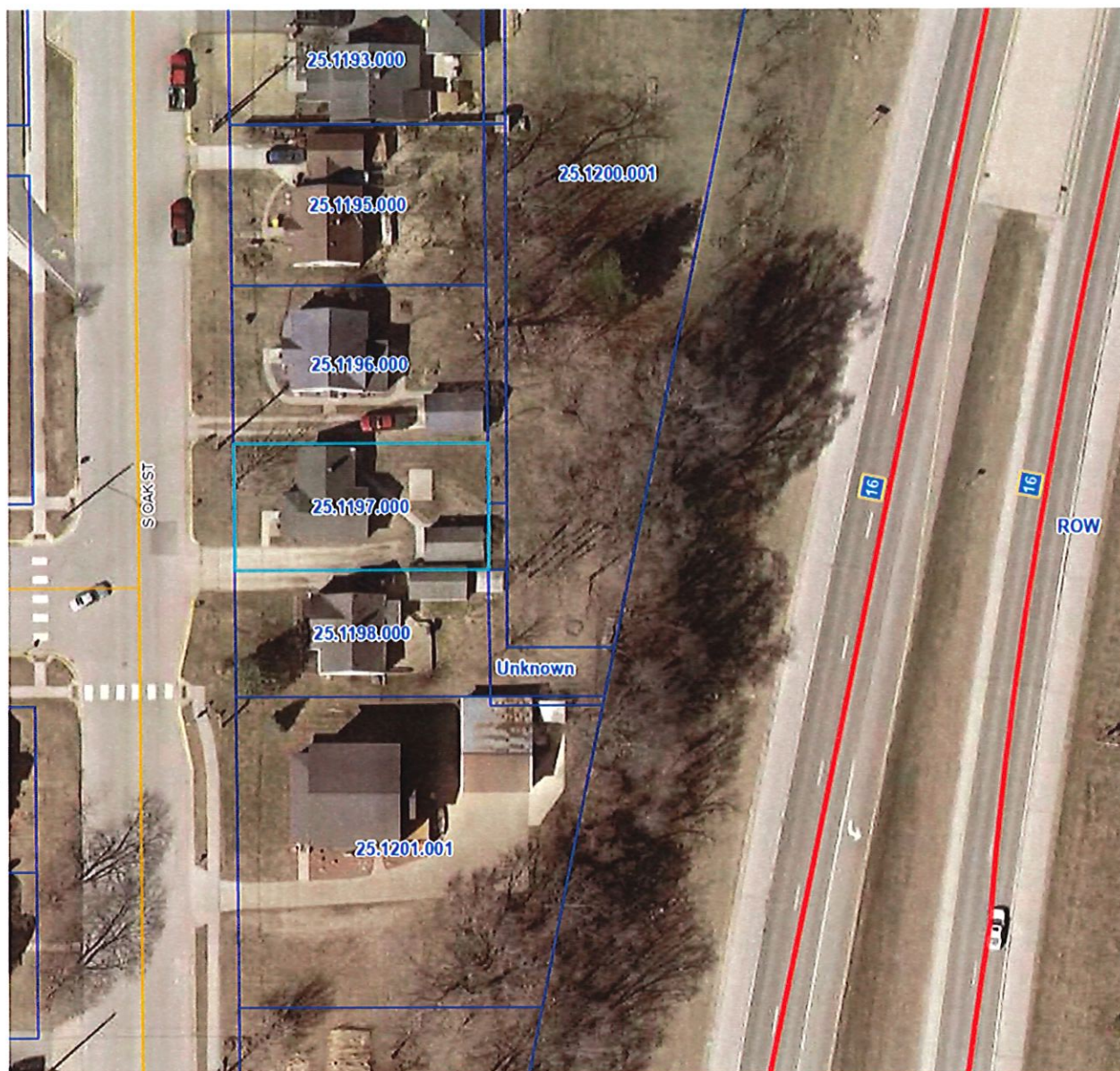
Drawing by Phillips Fencing.



City portion of my yard.



End of lot, looking down to highway.



#3.2

CITY OF LA CRESCENT, MINNESOTA

Agenda Request Form

DATE SUBMITTED: 10/26/23

SUBMITTED BY: MICHAEL SEXAUER - Bluff Country LLC

ISSUE: Requesting a letter of recommendation from the City of LaCrescent for

ATTACHMENTS:

a proposed Twenty Two Lot Development just north of Pine Creek Golf Course.

JUSTIFICATION:

1. See letter attached
2. See Map attached

ACTION REQUESTED:

Recommendation from the City to Houston County & Township (LaCrescent) to approve

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

RECOMMENDATION:

- For an item to be placed on the agenda, all Agenda Request Forms must be submitted to the City Administrator no later than Noon on the Wednesday preceding the City Council Meeting. The City shall have the discretion to determine if the request will be heard at a City Council Meeting.
- Individuals wishing to address the City Council at a meeting need to complete the Agenda Request Form and return the form to the City Administrator by 4:45 p.m. the day of the meeting.

NORTH PINE CREEK DEVELOPMENT

10/27/23

HERE ARE JUST A FEW REASONS WHY THIS WOULD BENIFIT THE CITY ,ITS RESIDENTS AND SOUTH EAST MN

1. Construction phase ,impact to local vendors Zenke Excavateing, LaCrescent Rock Product, Classic Rock, Truss Specialist, Al's Concrete, Crest Precast, Ace Hdw as well as all fuel and food establishments.
2. Local contractors and subcontractors will benefit from the additional lots for housing in the immediate area.
3. Probably the biggest impact would be the influx of families to the area. The addition of students to the district/state funding \$ and building a stronger community.
4. The City owned Golf Coarse and the Bar and Grill would garner new business with live in golfers on the coarse.
5. This addition would generate 10 plus million in tax base for Houston County.
6. North Pine Creek road is already a residential corridor ,all the way to the golf coarse.

I will be attending the meeting and available for Questions.

This is a proposed lot layout.

FRACTIONAL
NE-NE

9
61.52± AC.

10
3.21± AC.

11
5.88± AC.

12
8.78± AC.

8
1.25± AC.

19
1.40± AC.

SE-NE

10.0 ACRES

7
1.00± AC.

6
1.00± AC.

5
1.00± AC.

22
1.13± AC.

21
1.26± AC.

20
1.72± AC.

18
1.01± AC.

14
1.19± AC.

15
1.01± AC.

16
1.01± AC.

17
1.01± AC.

13
1.68± AC.

OUTLOT A
1.13± AC.

1
1.36± AC.
TO EASEMENT

2
1.01± AC.
TO EASEMENT

3
1.02± AC.
TO EASEMENT

4
1.01± AC.
TO EASEMENT

3.3



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator
DATE: November 14, 2023
RE: Shore Acres No Wake Zone

Bill Waller

At the request of Mayor Poellinger this item was added to the agenda.

File No. 3 – Commissioners discussed the possibility of adopting an ordinance for a No Wake Zone near the West Channel of the Mississippi River. Commissioner Johnson asked if the ordinance could be enforced. Environmental Services Director Herrick said he believed it could be enforced based on feedback from Attorney Jandt. Commissioners Johnson and Schuldt questioned the no wake zone being only 100 feet from the shore. Herrick said the 100 feet was a compromise. Commissioner Schuldt asked if the concern was the wake or the speed of the boats. Commissioner Severson said he believed speed was the concern. He said docks were damaged from the wake. Commissioner Schuldt said as a boater you would make less of a wake at a faster speed. He said the no wake zone could actually make the wake worse. Commissioner Schuldt asked if a no wake zone was also going to be put in place near Brownsville. Commissioner Schuldt said Bullhead Bay south of Wildcat was not a no wake zone, however boat house owners put out their own no wake zone signs and he said most people abided by them. Schuldt said although the no wake was not enforceable most people did slow down for the signs. Commissioner Schuldt also mentioned areas near Lawrence Lake and the Harbor Lights addition. Commissioner Schuldt said he did not want to see anyone get hurt, but that the waves would still be the same size. He also said the County was looking at budgets and he questioned how much the bouys would cost the next year. Commissioner Burns said the people of Shore Acres had asked for the no wake zone. Commissioner Burns said he understood what Schuldt was saying about big boats. Commissioner Burns said he did not think many big boats went through the area. Commissioner Burns said it was a safety issue for those who lived there. Commissioner Myhre said people should have known when they built their homes there. Commissioner Johnson said while he understood the public safety concerns his issue was that it was not the whole river and only the 100 feet. He said cost was a factor as well. Commissioner Schuldt said 100 feet was not that long of a distance. Commissioner Schuldt questioned if the homeowners had put out bouys themselves. He said 100 feet would not make a difference. Commissioner Burns moved, Commissioner Severson seconded, motion failed three to two to adopt an ordinance for No Wake Zone near the West Channel of the Mississippi River. Commissioners Burns and Severson voted yes. Commissioners Johnson, Schuldt, and Myhre voted no.

DISCUSSION ITEMS

#3.4



MEMORANDUM

TO: Mayor, City Council
FROM: Larry Kirch, Community Development Director
Josh Tarrence, Building Inspector
DATE: November 13, 2023
SUBJECT: October 3 and 30 - Planning Commission Minutes

Attached for your information are the approved minutes from the two Planning Commission meetings that were held in October. October 30th was a special meeting of the Commission where they considered the Active Transportation Action Plan for Highway 16 to Miller's Corner and the Walnut Street Corridor Plan.

Attachments: October 3, 2023 Planning Commission Minutes
October 30, 2023 Planning Commission Minutes

MINUTES, REGULAR MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
OCTOBER 3rd, 2023

The Planning Commission met at 5:30 p.m., on October 3rd, 2023 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 5:30 p.m.

Item 2. Pledge of Allegiance

Members recited the Pledge of Allegiance.

Item 3. Roll Call

Upon a roll call taken and tallied by Jason Ludwigson, the Sustainability Coordinator, the following members were present: Chair Greg Husmann, Vice Chair Mike Welch, Dave Coleman, Dave Hanifl, Jerry Steffes, and Ryan Stotts, and Christopher Langen. Ex-Officio City Council Representative Cherryl Jostad was present. Community Development Director Larry Kirch and Josh Tarrence, Building Inspector were also present. City Engineer, Tim Hruska of WHKS was present.

Item 4. Approval of the September 5th 2023 Planning Commission Minutes

Dave Coleman made a motion to accept the minutes from the September 5th meeting. Mike Welch seconded the motion. Upon a roll call vote taken and tallied by Jason Ludwigson, the Sustainability Coordinator, the following Members voted in favor thereof, viz;

Mike Welch	Yes
Dave Hanifl	Yes
Ryan Stotts	Yes
Greg Husmann	Yes
Chris Langen	Abstain
Jerry Steffes	Yes
Dave Coleman	Yes

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

Item 5. Planning commission related updates from the appointed city council member

Council Member Jostad provided an update on city council actions that would be relevant to the planning commission including: the short-term rental ordinance, and the Dog Park and referral of the location back to the Park and Rec Commission for consideration of a different location.

Item 6. Presentation and discussion for the Active Transportation Corridor Plan for Hwy 16 to Miller's Corner

Community Development Director Larry Kirch made a presentation about the Active Transportation Corridor Plan from Hwy 16 to Miller's corner. Discussion followed the presentation.

Item 7. Presentation and discussion for the Walnut Street Corridor Plan

Community Development Director Larry Kirch made a presentation about the Walnut Street Corridor Plan. Discussion followed the presentation.

Item 8. Adjourn.

The Chair noted that a special meeting would be on October 30th, 2023 at 5:30 p.m. to present the Walnut Street Corridor Plan and the Active Transportation Corridor Plan from Hwy 16 to Miller's corner. The public will be invited to attend. The Chair adjourned the meeting at 7:14 PM.

MINUTES, SPECIAL MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
OCTOBER 30th, 2023

The Planning Commission met at 5:30 p.m., on October 30th, 2023 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 5:30 p.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 Mike Welch, Dave Hanifl, Jerry Steffes, Ryan Stotts, and Christopher Langen. Member Dave Coleman absent. Ex-Officio City Council Representative Cherryl Jostad was present. Community Development Director Larry Kirch, City Engineer, Tim Hruska of WHKS and City Attorney, Skip Wieser were also present.

Item 4. Approval of the October 3rd, 2023 Planning Commission Minutes

Commissioner Steffes asked that Jason Ludwigson's name be attached to the title of Sustainability Coordinator in the minutes. Vice Chair Welch made a motion to accept the minutes from the October 3rd meeting with the aforementioned correction. Commissioner Stotts seconded the motion. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Mike Welch	Yes
Ryan Stotts	Yes
Dave Hanifl	Yes
Greg Husmann	Yes
Chris Langen	Yes
Jerry Steffes	Yes

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

Item 5. Public Hearing: Walnut Street Corridor Plan

Community Development Director Larry Kirch gave a condensed presentation of the Walnut Street Corridor
Special Planning Commission Meeting - October 30th, 2023

Plan. He explained, the Economic Development Committee had approved the plan with nine additional conditions. The floor was opened for public comment and questions. The planning commission was addressed by five residents of La Crescent.

- Greg Fiegen, 414 Park St
- Kortney Kistler, 418 Park St
- Lisa Fiegen, 414 Park St
- Angel Klankowski, 102 N Walnut St
- Jeff Henthorne, 417 Park St

The public hearing was closed after no further public comments or questions were presented. The planning commission discussed the plan and asked any questions they had. After discussion, a motion was made by Commissioner Hanifl to approve the Walnut Street Corridor Plan, with the Economic Development Committee's nine additional conditions, using an alternative route other than Park Street. The motion was seconded by Commissioner Langen. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Dave Hanifl	Yes
Chris Langen	Yes
Ryan Stotts	Yes
Mike Welch	Yes
Greg Husmann	Yes
Jerry Steffes	Yes

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

Item 6. Public Hearing: Active Transportation Corridor Plan for Hwy 16 to Miller's Corner

The Planning Commission opened the floor for comments or questions from the public in regards to the Active Transportation Corridor Plan. There were no members of the community present in regards to the aforementioned plan. The public hearing was closed. Community Development Director Larry Kirch gave a condensed presentation about the Active Transportation Corridor Plan from Hwy 16 to Miller's corner. Discussion followed the presentation. A motion was made by Commissioner Hanifl to approve the Active Transportation Corridor Plan as presented. The motion was seconded by Vice Chair Welch. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Dave Hanifl	Yes
Mike Welch	Yes
Chris Langen	Yes
Greg Husmann	Yes
Ryan Stotts	Yes

Jerry Steffes

Yes

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

Item 7. Discussion of various application types to be heard before the Planning Commission and the role of Staff and Planning Commission Members.

City Attorney Skip Wieser addressed the Planning Commission in regards to the various application types that could be submitted for their review and action. Also discussed was the roles and responsibilities of the Members of the Planning Commission.

Item 8. Planning Commission updates from appointed City Council Representative.

Council Member Cherryl Jostad updated the Planning Commission Members on current items and issues being addressed with the City Council.

Item 9. Adjourn.

The Chair noted that the next meeting would be on November 7th, 2023 at 5:30 p.m. A motion was made by Commissioner Stotts to adjourn the meeting. The motion was seconded by Vice Chair Welch. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Ryan Stotts	Yes
Mike Welch	Yes
Greg Husmann	Yes
Chris Langen	Yes
Jerry Steffes	Yes
Dave Hanifl	Yes

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

The Planning Commission meeting was adjourned at 7:46 p.m.

#3.5



TO: Honorable Mayor and City Council Members

FROM: Josh Tarrence- Building Inspector

DATE: November 14th, 2023

RE: Planning Commission meeting minutes November 7th, 2023

Attached for your review are the minutes from the November 7th, 2023 meeting of the Planning Commission.

The meeting minutes are informational only and don't require action by the City Council.

MINUTES, SPECIAL MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
NOVEMBER 7th, 2023

The Planning Commission met at 5:30 p.m., on November 7th, 2023 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 5:30 p.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 Mike Welch, Dave Hanifl, Jerry Steffes, and Christopher Langen. Ex-Officio City Council Representative Cherryl Jostad was present. Community Development Director Larry Kirch was also present.

Item 4. Approval of the October 30th, 2023 Planning Commission Minutes

Vice Chair Welch made a motion to accept the minutes from the October 30th meeting. Commissioner Langen seconded the motion. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Mike Welch	Yes
Chris Langen	Yes
Dave Hanifl	Yes
Greg Husmann	Yes
Jerry Steffes	Yes

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

Item 5. Variance Application- PC-23-01-VAR 400 Backstretch Court

Jeff Reget, applicant for the variance, spoke as to why he was seeking a variance for the property located at 400 Backstretch Court and his intentions for the property. Others speaking for the applicant included

- Kayla Maloney, 616 S 4th Street

- Kris Walter, 424 Backstretch Court
- Ben Schieber, Ben Schieber Builders

Larry Kirch spoke on behalf of the City of La Crescent. Planning Commission members discussed the application. A motion was made by Commissioner Hanifl to approve the variance request with the following findings:

Zoning Ordinance states the following:

A variance is a modification or variation of the provision of this zoning code as applied to a specific piece of property.

Subd. 2.

A. Variances shall only be permitted

1. when they are in harmony with the general purposes and intent of the ordinance, and
2. when the variances are consistent with the comprehensive plan.

B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

Subd. 3. "Practical difficulties," as used in connection with the granting of a variance, means that

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
3. The variance, if granted, will not alter the essential character of the locality.

FINDINGS:

1. Is the request in harmony with the general purposes and intent of the ordinance?

The variance is in harmony with the purpose and intent of the zoning ordinance based on the following findings of the Board of Adjustment because: the zoning code encourages homes to have side entry garages.

2. Would granting the variance be consistent with the Comprehensive Plan?

Granting the variance is consistent with the Comprehensive Plan because: there is no specific reference in the comprehensive plan to the maximum or minimum percentage a garage may take up along a street frontage.

Practical Difficulties Analysis

3. Does the property owner propose to use the property in a reasonable manner not permitted by the ordinance?

The property owner does propose to use the property as a residential single-family home which is permitted by the ordinance

4. Is the plight of the landowner due to circumstances unique to the property not created by the landowner?

There are circumstances unique to the property that prevent compliance with the ordinance because: the lot is a corner lot and the landowner is proposing a home that is unique to the neighborhood.

5. Would granting the variance allow the essential character of the locality to stay the same?

Granting the variance will not alter the essential character of the locality because: the use of the property is still a single-family residential home with a two-car garage.

The motion was seconded by Commissioner Steffes. Upon a roll call vote taken and tallied by Josh Tarrence, Building Inspector, the following Members voted in favor thereof, viz;

Dave Hanifl	Yes
Jerry Steffes	Yes
Mike Welch	Yes
Chris Langen	Yes

and one member voted against the same.

Greg Husmann	No
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The motion was declared duly carried. Larry Kirch read the notice of Appeal to City Council.

Item 6. League of Minnesota Cities Planning Commission Guide (Handout)

Larry Kirch briefly discussed a handout given to the Planning Commission Members, obtained from the League of Minnesota Cities, to review and use as a guide for Planning Commission duties.

Item 7. Adjourn.

Prior to adjournment, Chair Husmann asked that an item number be added to the agenda for giving Commissioners the opportunity to add future agenda items. A motion was made by Commissioner Langen to adjourn the meeting. The motion was seconded by Vice Chair 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 Hanifl	Yes
Greg Husmann	Yes
Jerry Steffes	Yes

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

The Planning Commission meeting was adjourned at 6:18 p.m.

#3.6



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: November 22, 2023
RE: Proposed 2024 General Fund Budget/Levy

Attached for review and consideration by the City Council is the proposed 2024 general fund budget and the adopted resolution that sets the preliminary levy.

The date for the public meeting at which time the proposed budget and levy will be discussed and the final budget and levy is determined is set for 6:00 p.m., on Monday, December 18, 2023. This is the second regular scheduled City Council meeting in December.

A couple of notes for the City Council to remember as part of the budget review and adoption process:

1. The City Council cannot adopt the 2024 general fund budget until after the public meeting in December.
2. Once the preliminary levy is set, the City Council has the discretion to lower the levy but the City Council cannot increase the preliminary levy.

The proposed 2024 preliminary levy resolution reflects a 5.0% increase. The final total City levy in 2023 was \$3,524,879, and the proposed 2024 levy is \$3,701,122.

For City Council information, in 2023 there have been, or are currently pending, a total of 15 new homes constructed, nine single family homes and three two-unit structures. The total permit valuation in 2023 is approximately \$6,961,000.

For City Council information, the total estimated market value of the City was \$494,337,000 in 2022, and has increased to approximately \$632,981,000 in 2023.

Pages 1 -8 are the revenue portion of the budget. The expenditure portion of the budget starts on page 8 with the Council portion of the budget.

The following is a summary of the proposed 2024 general fund budget:

1. This is the ad valorem tax.
2. This is the City's local government aid for 2024, which is an increase of \$111,443 from 2023 to 2024.
3. This is a proposed transfer from one of the City's tax increment funds.
4. The proposed budget includes funds for the 2024 elections.
5. The proposed budget includes funds to begin converting files and records to an electronic format, and the computer software for park and recreation sign-up to be done on-line.
6. The proposed budget does not include funds for the monthly payment for the purchase of the property at 322 South First Street. The City Council approved the pre-pay of the contract for deed on the property utilizing capital improvement funding from 2022.
7. The proposed budget does include funds for animal control.
8. The proposed budget does not include funds for a street reconstruction project. We are working on a street project for 2024 but do not yet have budget numbers. The project is proposed to be funded entirely utilizing Municipal State Aid funds along with American Rescue Plan funds. The proposed budget does include funds for sidewalk replacement, and approximately 50% of the cost to pave the parking lot at Old Hickory Park.
9. The proposed budget includes funds for a transfer to the ice arena fund, along with a set a side of funds for ongoing building maintenance at the ice arena.
10. A copy of the proposed library budget is attached.

The budget has been modified due to the additional transit funds that the City will be receiving in 2024. The following items are highlighted:

1. On page 9, the discretionary line item has been increased from \$5,000 to \$23,803.
2. On page 12, the capital outlay budget has been increased by \$30,000 to replace computers that are at end of life or are no longer being supported.
3. On page 26, the contracted transit service has been reduced from \$65,000 to \$16,197.

The budget has been modified to include the costs of the lease/purchase of the electric vehicle for the Police Department. The following items are highlighted:

4. On page 2, the State Aid – MnDOT has been increased to \$12,000 to reflect the carbon reduction funds that the City will be receiving in 2024.
5. On page 9, the discretionary line item has been reduced from \$23,803 to \$19,417 to reflect the City's share of the lease/purchase of the vehicle.
6. On page 12, the capital lease principal and interest have been increased to reflect the lease/purchase of the vehicle.

This will be the last time that the proposed 2024 general fund budget is reviewed before the public meeting in December when the budget and levy will be considered and adopted.

RESOLUTION 09-23-37

**RESOLUTION MAKING PRELIMINARY GENERAL LEVIES FOR
COLLECTION WITH REAL ESTATE TAXES PAYABLE IN THE
CALENDAR YEAR 2024**

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

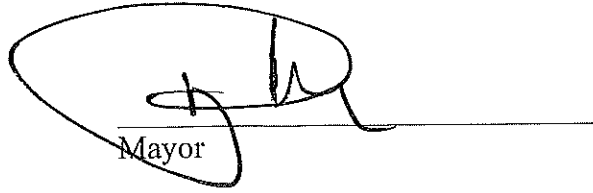
1. It is hereby determined and declared that there shall be and there is hereby levied upon all taxable property within the City for the general purposes of the City, as provided by law, to be collected in the year 2024 as part of the general taxes due and payable in the year 2024 a direct ad valorem tax in the amount of \$2,431,002.00 as provided by State law to be levied and collected in the manner provided by law.
2. Be it also hereby determined and declared that there shall be and there is hereby levied upon taxable property within the City of La Crescent for public library service, a tax in the amount of \$188,520.00 to be collected in the year 2024, as authorized by Minnesota Statutes, Section 134.33 and 134.34.
3. It is hereby found, determined, and declared that the amounts set forth in a column at the right to be levied with taxes to be collected in the calendar year 2024, in conjunction with the various bonds issued and sinking funds described below:

FUND #	YEAR	DESCRIPTION	TO BE LEVIED FOR COLLECTION IN CALENDAR YEAR 2024
325	2016A	G.O. Refunding Rec. Fac. Bonds - Aquatic Center	\$196,700.00
327	2016A	G.O. Improvement Bonds - Oak St. Recon.	\$114,000.00
328	2017A	G.O. Equipment Certificates	\$120,700.00
329	2018A	G.O. Improvement Bonds - Streets/Veterans Park	\$144,900.00
330	2019A	G.O. Equipment Certificates - Fire Truck	\$48,000.00
331	2019B	G.O. Improvement Bonds - Street Recon.	\$35,000.00
332	2020A	G.O. Improvement Bonds - HTM	\$178,000.00
333	2020A	G.O. Bonds - Tax Abatement - Ice Arena	\$16,000.00
334	2022A	G.O. Imp. Bonds/Equip. Cert. & CIP Bonds	\$228,300.00
		TOTAL DEBT SERVICE LEVY	\$1,081,600.00

4. Total levy for the City of La Crescent for collection in 2024 is \$3,701,122.00


ADOPTED this 25th day of September, 2023.

SIGNED:



Mayor

ATTEST:



City Administrator

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
GENERAL FUND							
TAXES							
101-31010	CURRENT AD VALOREM TAXES	1,923,667	2,068,910	.00	2,257,010	2,257,010	2,431,002
101-31011	REFUND TAX-ANNEXED-TWNSHP	4,024-	6,029-	.00	4,000-	4,000-	4,000-
101-31050	TAX ABATEMENT	.00	.00	.00	.00	.00	.00
101-31051	EXCESS TIF REVENUE REFUND	.00	.00	.00	.00	.00	.00
101-31410	LODGING TAX - HOTEL/MOTEL	2,894	3,553	11,541	3,000	8,541-	3,500
101-31810	FRANCHISE FEES-CABLE TV	50,622	49,864	49,784	50,000	216	50,000
101-31900	INT. ON DELINQUENT TAXES	2,220	109	.00	300	300	300
Total TAXES:		1,975,378	2,116,407	61,325	2,306,310	2,244,985	2,480,802
LICENSES & PERMITS							
101-32110	LIQUOR/WINE - ON SALE	4,655	4,375	330	4,600	4,270	4,600
101-32111	LIQUOR OFF SALE	1,350	1,350	.00	1,350	1,350	1,350
101-32112	BEER ON SALE	280	280	.00	280	280	280
101-32113	BEER OFF SALE	.00	.00	.00	.00	.00	.00
101-32115	SOFT DRINK LICENSE	.00	.00	.00	.00	.00	.00
101-32116	CIGARETTE LICENSE	135	225	.00	180	180	200
101-32119	GARBAGE PICKUP PERMIT	2,000	2,000	.00	2,000	2,000	2,000
101-32160	MASSAGE LICENSE	800	400	250	600	350	300
101-32162	ICE CREAM VENDER LICENSE	.00	.00	.00	.00	.00	.00
101-32210	BUILDING PERMITS (EXC SUR	67,769	70,578	61,044	38,000	23,044-	40,000
101-32211	EXCAVATION PERMITS	1,407	231	150	200	50	200
101-32212	PLUMBING PERMITS	3,760	3,505	3,680	2,000	1,680-	3,000
101-32213	FENCE PERMITS	390	500	675	255	420-	400
101-32214	DEMOLITION PERMITS	.00	.00	.00	.00	.00	.00
101-32215	SIGN PERMIT	210	105	135	175	40	150
101-32216	FILL PERMITS	.00	.00	.00	.00	.00	.00
101-32217	CONDITIONAL USE PERMIT	.00	600	250	400	150	300

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-32218	VARIANCE FEE	810	1,080	400	500	100	500
101-32219	MECHANICAL PERMIT	2,780	3,000	2,940	1,500	1,440	3,000
101-32220	GAS INSTALLERS LICENSE	1,170	1,260	360	1,200	840	1,000
101-32221	SHORT-TERM RENTAL PERMIT FEE	.00	.00	.00	.00	.00	.00
101-32240	DOG\MULTIPLE PET LICENSES	325	300	325	325	.00	325
101-32241	DOG LICENSES	5,106	6,611	4,371	5,000	629	5,000
101-32242	CAT LICENSES	1,328	1,800	920	1,200	280	1,000
101-32243	CAT\MULTIPLE PET LICENSES	225	275	200	200	.00	200
101-32244	CHICKEN PERMIT APPLICATION FE	.00	.00	50	.00	50	.00
101-32260	PEDDLERS PERMIT	50	.00	.00	.00	.00	.00
101-32261	FILING FEES	.00	8	.00	.00	.00	.00
101-32262	HAND GUN PERMITS	.00	.00	2	.00	2	.00
Total LICENSES & PERMITS:		94,549	98,483	76,082	59,965	16,117	63,805
INTERGOVERNMENTAL AID							
101-33124	FEDERAL FLOOD RELIEF AID	.00	.00	.00	.00	.00	.00
101-33125	FEDERAL GRANT-TRANSIT	.00	.00	.00	.00	.00	.00
101-33126	FEDERAL OJP VEST AID	.00	981	.00	.00	.00	.00
101-33159	FEDERAL OJP BODY-WORN CAME	.00	.00	.00	.00	.00	.00
101-33160	FEDERAL COPS GRANT FUNDS	.00	.00	.00	.00	.00	.00
101-33161	FEDERAL CARES ACT FUNDS	.00	.00	.00	.00	.00	.00
101-33165	FEDERAL AID-WAGON WHEEL PRO	550,046	452,242	.00	.00	.00	.00
101-33401	LOCAL GOVERNMENT AID	654,615	662,884	.00	684,957	684,957	796,400
101-33402	MARKET VALUE HOMESTEAD CRE	.00	.00	.00	.00	.00	.00
101-33403	STATE MV CREDIT - AGRICULTURA	.00	.00	.00	.00	.00	.00
101-33404	STATE AID-MN DOT	.00	.00	.00	.00	.00	12,000
101-33405	STATE AID-DISASTER CREDIT	.00	.00	.00	.00	.00	.00
101-33416	STATE AID-POLICE TRNG REIMB.	14,425	10,148	.00	11,000	11,000	11,000
101-33418	STATE AID FOR STREET MAINT.	57,179	65,588	.00	63,000	63,000	64,000

Budget notes:

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-33419	25% of allotted MSA Funding STATE AID FOR STREET CONST.	.00	.00	.00	.00	.00	.00
101-33420	STATE FIRE DEPT AID	41,802	43,006	.00	35,000	35,000	35,000
Budget notes:							
101-33424	Pass-thru to Firefighters Relief Assoc.(comes in Oct) STATE FLOOD RELIEF AID	.00	.00	.00	.00	.00	.00
101-33425	STATE PERA AID	.00	.00	.00	.00	.00	.00
101-33427	STATE - MPO - WAGON WHEEL	.00	2,850	.00	.00	.00	.00
101-33428	STATE POLICE AID & GRANTS	73,541	75,264	.00	70,000	70,000	74,000
Budget notes:							
101-33429	Funding comes in October STATE OF MN-ELECTION FUNDING	.00	.00	.00	.00	.00	.00
101-33430	STATE TRANSIT FUNDING	192,834	229,969	98,580	224,330	125,750	225,000
Budget notes:							
101-33432	Pass-thru to City of La Crosse - MTU STATE AID - WAGON WHEEL PROJ.	890,021	1,553,274	.00	.00	.00	.00
Budget notes:							
101-33433	~2021 PHASE 3 - PEDESTRIAN BRIDGE ~2022 PHASE 3 - PEDESTRIAN BRIDGE STATE-MNDOT LANDSCAPE PARTN	8,000	5,429	.00	8,000	8,000	8,000
101-33434	STATE GRANT-MN DOT PROJECT	.00	230,143	.00	.00	.00	.00
101-33435	STATE AID-LOCAL PERFORMANCE	.00	.00	.00	.00	.00	.00
101-33436	STATE OF MN-DNR-WAGON WHEEL	.00	.00	.00	.00	.00	.00
Budget notes:							
101-33437	~2021 WAGON WHEEL PHASE 1 FINAL PAVING GRANT 75% ~2022 \$86,210 - WAGON WHEEL PHASE 1 FINAL PAVING GRANT 75% \$128,106 - WEST CHANNEL BOAT LANDING ROAD (see 101-43100-403 for expenses) STATE GRANT - MPCA	790	.00	.00	.00	.00	.00
Budget notes:							
101-33438	~2021 Alternative Landscaping Equipment Grant STATE GRANT-COMM. OF COMMER	.00	.00	.00	.00	.00	.00
101-33624	HO. CO. PD ASSISTANCE AID	2,481	2,088	1,341	.00	1,341-	1,500
101-33625	HO. CO. - SHIP GRANT FUNDING	8,077	6,077	3,303	4,000	697	4,000
101-33626	HO. CO.-CONSTRUCTION PROJ AID	.00	.00	.00	.00	.00	.00
101-33640	ISD #300 AID - PEDESTRIAN XING	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-33641	GRANT-SO MN INITIATIVE FOUNDA	.00	.00	.00	.00	.00	.00
Total INTERGOVERNMENTAL AID:		2,493,811	3,339,942	103,225	1,100,287	997,062	1,230,900
PUBLIC CHARGES FOR SERVICE							
101-34102	RECORDING OF LEGAL INSTRU	838	92	.00	.00	.00	.00
101-34103	ZONING & SUBDIVISION FEES	950	200	550	200	350-	200
101-34105	SALE OF MAPS & PUBLICATIONS	.00	.00	.00	.00	.00	.00
101-34110	PLAN CHECK FEES	23,135	23,546	21,284	15,000	6,284-	17,500
101-34112	COPY & FAX CHARGES	2	11	54	.00	54-	.00
101-34113	SITE PLANNING FEE	.00	.00	.00	.00	.00	.00
101-34114	ANNEXATION FILING FEE	.00	.00	.00	.00	.00	.00
101-34115	INVESTIGATION FEE-BLDG/ZNG	.00	152	50	.00	50-	.00
101-34201	SPECIAL POLICE SERVICES	1,728	669	147-	500	647	500
101-34202	ISD#300 POLICE LIASON FUNDING	.00	.00	.00	.00	.00	.00
101-34203	ACCIDENT/DRIVING RECORDS/CD'	57	40	16	50	34	.00
101-34204	FINGERPRINTING/BACKGRND FEE	3,920	3,295	2,830	4,000	1,170	3,000
101-34205	TRANSCRIPTION SERVICES	.00	.00	.00	.00	.00	.00
101-34206	POLICE NSF COLLECTION SERVIC	56	60	.00	.00	.00	.00
101-34302	STREET & STREET SIGN REPAIRS	22,145	.00	.00	.00	.00	.00
101-34303	STREET SWEEPING	2,955	2,700	.00	2,000	2,000	2,000
101-34304	SNOW REMOVAL	.00	400	.00	.00	.00	.00
101-34305	VEHICLE IMPOUND	350	445	200	.00	200-	.00
101-34306	TRANSPORTATION PLAN REVENUE	.00	.00	.00	.00	.00	.00
101-34405	WEED CUTTING,CONTROL, MOW	968	2,200	.00	200	200	200
101-34409	BRUSH SITE USAGE FEE-TOWNHSI	2,000	2,000	.00	2,000	2,000	2,000
101-34718	POOL SOFT DRINK REBATE	.00	.00	.00	.00	.00	.00
101-34719	SWIMMING POOL ADMISSIONS	50,332	49,868	53,317	48,000	5,317-	48,000
101-34720	POOL MEMBERSHIPS-FAMILY-CITY	24,721	24,080	26,864	24,000	2,864-	24,000
101-34721	POOL MEMBERSHIPS-SINGLE-CITY	2,676	3,808	3,322	3,500	178	3,500

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-34722	CONCESSIONS - POOL	19,323	25,678	29,200	24,000	5,200-	24,000
101-34723	SWIM POOL ID PICTURES	.00	.00	.00	.00	.00	.00
101-34724	BASEBALL PROGRAM - CITY	2,433	2,508	2,096	2,300	204	2,300
101-34725	SOFTBALL PROGRAM - CITY	1,198	1,469	1,170	1,300	130	1,300
101-34726	GYMNASTICS LESSONS - CITY	.00	.00	.00	.00	.00	.00
101-34727	SWIMMING LESSONS - CITY	15,120	13,585	15,130	12,000	3,130-	12,000
101-34728	TENNIS LESSONS - CITY	2,510	2,640	2,920	2,400	520-	2,400
101-34729	TOWNSHIP FEES	17,628	22,610	.00	17,000	17,000	19,000
101-34731	GOLF LESSONS - CITY	1,990	1,730	2,030	1,500	530-	1,500
101-34732	BASKETBALL LESSONS - CITY	1,360	1,890	1,510	1,500	10-	1,500
101-34733	VOLLEYBALL LESSONS - CITY	1,200	1,180	1,220	1,000	220-	1,000
101-34734	YOUTH TRIATHLON ENTRY FEE	.00	.00	.00	.00	.00	.00
101-34736	BASEBALL PROGRAM - TOWNSHIP	599	636	487	600	113	600
101-34737	SOFTBALL PROGRAM - TOWNSHIP	449	262	112	200	88	200
101-34738	GOLF LESSONS - TOWNSHIP	880	480	450	350	100-	450
101-34739	VOLLEYBALL LESSONS - TOWNSHI	352	450	240	350	110	400
101-34740	BASKETBALL LESSONS - TOWNSHI	800	580	450	500	50	500
101-34741	SWIMMING LESSONS - TOWNSHIP	6,169	5,600	6,135	5,000	1,135-	5,000
101-34742	POOL MEMB. - FAMILY - TOWNSHIP	7,200	5,956	6,124	5,000	1,124-	5,000
101-34743	POOL MEMB. - SINGLE - TOWNSHIP	669	828	646	600	46-	600
101-34744	TENNIS LESSONS - TOWNSHIP	760	520	680	500	180-	500
101-34745	BASEBALL PROGRAM - OTHER	421	473	725	400	325-	400
101-34746	SOFTBALL PROGRAM - OTHER	211	346	220	200	20-	200
101-34747	GOLF LESSONS - OTHER	945	915	870	800	70-	800
101-34748	VOLLEYBALL LESSONS-OTHER	360	325	85	300	215	300
101-34749	BASKETBALL LESSONS - OTHER	315	630	235	450	215	500
101-34750	SWIMMING LESSONS - OTHER	7,625	9,810	5,715	7,500	1,785	8,000
101-34751	POOL MEMB. - FAMILY - OTHER	6,878	5,773	5,408	5,500	92	5,500

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-34752	POOL MEMB. - SINGLE - OTHER	1,432	1,179	1,642	1,000	642-	1,200
101-34753	TENNIS LESSONS - OTHER	450	405	360	350	10-	350
101-34754	LOG ROLLING LESSONS - CITY	520	560	480	500	20	500
101-34755	LOG ROLLING LESSONS - TOWNSH	200	160	200	100	100-	100
101-34756	LOG ROLLING LESSONS - OTHER	.00	45	225	45	180-	150
101-34757	SWIM TEAM - CITY	711	1,095	823	800	23-	800
101-34758	SWIM TEAM - TOWNSHIP	524	346	430	300	130-	300
101-34759	SWIM TEAM - OTHER	84	168	337	100	237-	100
101-34780	PARK USE FEES	2,569	3,961	8,178	2,500	5,678-	7,500
101-34781	DONATIONS	.00	.00	.00	.00	.00	.00
101-34950	SEMINAR REGIST FEES-BLDG/ZNG	.00	.00	.00	.00	.00	.00
Total PUBLIC CHARGES FOR SERVICE:		240,717	228,360	204,873	196,395	8,478-	205,850
FINES & FORFEITURES							
101-35101	COURT FINES	13,651	18,564	.00	13,000	13,000	13,000
101-35102	PARKING FINES	40	20	180	.00	180-	.00
101-35103	ADMINISTRATIVE COMPLAINT	.00	.00	.00	.00	.00	.00
101-35104	ANIMAL CONTROL PICKUP FEE	.00	.00	.00	.00	.00	.00
101-35105	ANIMAL CONTROL KENNEL BOA	.00	.00	.00	.00	.00	.00
101-35107	RESTITUTION-COURT ORDERED	2,763	135	.00	.00	.00	.00
101-35108	PROSECUTION FEES	600	.00	.00	.00	.00	.00
101-35200	FORFEITURES-POLICE DEPT	.00	.00	.00	.00	.00	.00
Budget notes:							
MN Surplus Auction							
Total FINES & FORFEITURES:		17,053	18,718	180	13,000	12,820	13,000
SPECIAL ASSESSMENTS							
101-36101	SPECIAL ASSESSMENTS-ALLEYS&	1,765	35,655	.00	.00	.00	.00
101-36102	SPECIAL ASSMTS - INTEREST	432	1,798	.00	.00	.00	.00
101-36103	SPECIAL ASSMTS-STORM WATER	.00	.00	.00	.00	.00	.00
101-36104	PAYMENT IN LIEU OF SPEC ASSMT	9,000	.00	.00	.00	.00	.00

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-36200	MISCELLANEOUS REVENUE	244	1,977	18,553	.00	18,553-	.00
101-36201	UNCLAIMED PROPERTY	.00	219	.00	.00	.00	.00
101-36202	BAD CHECK CHARGE	.00	.00	110	.00	110-	.00
101-36210	INTEREST ON INVESTMENTS	13,584	10,449	515-	8,000	8,515	10,000
101-36211	MARKET VALUE ADJUSTMENT	.00	.00	.00	.00	.00	.00
101-36220	LAND LEASE PAYMENTS	3,945	4,064	.00	4,186	4,186	4,186
101-36221	RENTAL PROPERTY - HOUSE	.00	.00	.00	.00	.00	.00
101-36222	SOLAR RENTAL - MAINT/ANIMAL	150	250	350	150	200-	150
Budget notes:							
Annual Solar Equipment & Roof Rental							
101-36230	CONTRIB./DONATIONS-PRIVATE	33,292	6,348	10,000	.00	10,000-	.00
101-36232	WELLNESS INCENTIVE PROG-SSC	.00	.00	.00	.00	.00	.00
Budget notes:							
Pass-thru funding from Southeast Service Cooperative (see Expense Acct. 101-41400-210)							
101-36233	CONTRIBUTIONS EDA PROJECTS	354	.00	.00	.00	.00	.00
101-36234	GRANTS/REBATES-GREEN STEPS	10,042	3,809	.00	.00	.00	.00
Budget notes:							
~2021 \$10,042.19 - Xcel Energy Fleet Electrification Advisory Program							
101-36235	GRANT FUNDS-USTA	.00	.00	.00	.00	.00	.00
101-36236	NEIGHBORS NIGHT OUT DONATIO	2,375	2,350	4,226	2,000	2,226-	2,000
101-36240	INSURANCE REBATE, DIVIDEN	22,161	13,770	30-	5,000	5,030	10,000
101-36241	INSURANCE REIMBURSEMENT	5,092	118	36	.00	36-	.00
101-36242	FEDERAL EXCISE TAX REFUND	352	246	.00	300	300	300
101-36243	CAPITAL CR.-ACE TELEPHONE	1,836	1,816	1,676	1,500	176-	1,500
Budget notes:							
Est. - Board meets last Wed. in October (pymt usually comes Nov)							
101-36244	SESQUECENTENIAL REVENUES	.00	.00	.00	.00	.00	.00
101-36330	GRANTS - PRIVATE - OTHER	.00	68,400	.00	.00	.00	.00
Total SPECIAL ASSESSMENTS:		104,623	151,270	34,406	21,136	13,270-	28,136
MISCELLANEOUS REVENUE							
101-37160	PENALTIES	28	35	.00	.00	.00	.00

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
	~2022 \$3,500 Houston County Victim Services						
	\$16,000 Community Development Services						
	\$45,000 Sustainability Coord Services						
	~2023 \$3,500 Houston County Victim Services						
	\$34,000 Community Development Services						
	\$47,000 Sustainability Coord Services						
	~2024 \$3,500 Houston County Victim Services						
	\$36,000 Community Development Services						
	\$50,000 Sustainability Coord Services						
101-41100-310	OTHER CONTRACTED SERVICES	.00	2,000	2,039	.00	2,039-	.00
101-41100-331	TRAVEL EXPENSE	723	1,940	2,757	1,500	1,257-	1,500
101-41100-350	PRINTING & PUBLISHING	155	182	209	100	109-	100
101-41100-360	INSURANCE	.00	.00	.00	.00	.00	.00
Budget notes:							
	Workers' Comp						
101-41100-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-41100-432	UNCOLLECTIBLE ACCOUNTS	.00	883	.00	.00	.00	.00
101-41100-433	DUES AND SUBSCRIPTIONS	19,250	18,430	9,838	23,058	13,220	38,634

Budget notes:

~2021 \$5,700 - LMC
 \$2,800 - LAPC - La Crosse County Treasurer
 \$1,600 - LADCO
 \$9,202 - GCMC - Dues Assmts
 \$40 - SEMLM
 \$30 - LMC Mayors Assoc. Dues
 \$225 - MN Public Transit
 \$3,000 - Discretionary
 ~2022 \$5,942 - LMC
 \$2,800 - LAPC - La Crosse County Treasurer
 \$1,600 - LADCO
 \$9,221 - GCMC - Dues Assmts
 \$40 - SEMLM
 \$30 - LMC Mayors Assoc. Dues
 \$225 - MN Public Transit
 \$3,000 - Discretionary
 ~2023 \$350 Metro Watershed
 \$6,400 - LMC
 \$2,066 - LAPC - La Crosse County Treasurer
 \$9,572 - GCMC - Dues Assmts
 \$40 - SEMLM
 \$30 - LMC Mayors Assoc. Dues
 \$4,600 - Discretionary
 ~2024 \$350 Metro Watershed
 \$6,720 LCM
 \$2,150 LAPC
 \$9,926 GCMC
 \$40 SEMLM
 \$30 LMC Mayor
 \$19,417.84 Discretionary

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-41100-490	DONATIONS TO OTHER PROG.	.00	.00	.00	.00	.00	.00
	Budget notes: Pass-Thru American Legion Donations						
101-41100-491	2% FIRE RELIEF ASSOC PYMT	41,802	43,006	.00	35,000	35,000	35,000
	Budget notes: Pass-Thru from State to Relief Association (see 101-33420)						
101-41100-492	TAX ABATEMENT PAYMENTS	3,594	.00	.00	.00	.00	.00
	Budget notes: Walnut Street Properties						
101-41100-720	OPERATING TRANSFER	.00	.00	.00	.00	.00	.00
Total COUNCIL:		153,202	180,029	138,801	180,318	41,517	202,829
CITY CLERK							
101-41400-101	WAGES & SALARIES-REGULAR	125,497	142,009	117,047	153,504	36,457	165,000
101-41400-102	WAGES & SALARIES-OT	.00	1,460	1,826	500	1,326-	1,000
101-41400-111	SEVERANCE PAY-CLERK	.00	38,190	.00	.00	.00	.00
101-41400-121	FICA CONTRIBUTIONS	9,208	11,256	9,246	11,780	2,534	12,700
	Budget notes: 7.65%						
101-41400-122	PERA CONTRIBUTIONS	8,763	10,041	8,109	11,550	3,441	12,375
	Budget notes: 7.5%						
101-41400-131	EMPLOYER PAID HEALTH INS.	23,155	26,483	2,705-	21,300	24,005	25,000
101-41400-152	WC BENEFITS	628	.00	.00	1,000	1,000	1,000
101-41400-200	OFFICE SUPPLIES	5,456	9,950	8,788	7,000	1,788-	8,000
101-41400-210	WELLNESS INCENTIVE PROG-SSC	.00	.00	.00	.00	.00	.00
	Budget notes: Pass-thru funding from Southeast Service Cooperative (see Revenue Acct. 101-36232)						
101-41400-300	PROFESSIONAL SERVICES	9,438	11,477	4,628	9,000	4,372	10,000
101-41400-301	ACCTG & AUDITING SERVICES	16,984	17,500	19,786	17,500	2,286-	18,000
	Budget notes: Winona County Assmt. Fees Annual City Audit Fees						
101-41400-310	OTHER CONTRACTED SERVICES	7,929	9,707	18,797	21,300	2,503	25,000
	Budget notes: Computer Support Copy Mach. Maint						

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
~2023 \$12,300 Document Management Services							
~2024 \$14,000 Document Management Services							
101-41400-321	TELEPHONE	4,993	4,825	4,158	5,000	842	5,200
101-41400-322	POSTAGE	1,992	2,023	2,058	1,600	458	2,000
101-41400-325	NEWSLETTER	130	108	190	200	10	500
101-41400-331	TRAVEL EXPENSE	561	1,433	2,405	1,500	905	2,000
101-41400-350	PRINTING & PUBLISHING	778	261	722	600	122	700
101-41400-360	INSURANCE	125,574	141,148	.00	120,000	120,000	125,000
101-41400-365	ACA TRP FEE	.00	.00	.00	.00	.00	.00
101-41400-404	REPAIR/MAINT-EQUIPMENT	.00	.00	.00	.00	.00	.00
101-41400-406	REPAIR/MAINT-COMPUTERS	.00	.00	.00	500	500	500
101-41400-430	MISCELLANEOUS	.00	.00	285	.00	285	.00
101-41400-431	CASH OVER/SHORT	50	.00	.00	.00	.00	.00
101-41400-433	DUES AND SUBSCRIPTIONS	2,163	2,289	2,290	2,500	210	2,500
101-41400-437	PROPERTY TAX EXPENSE	6,794	2,012	.00	2,100	2,100	2,100
101-41400-490	DONATIONS TO OTHER PROG.	.00	.00	.00	.00	.00	.00
Budget notes:							
Pass-Thru							
Total CITY CLERK:		350,093	432,171	197,631	388,434	190,803	418,575
ELECTIONS							
101-41410-101	WAGES & SALARIES-REGULAR	.00	13,061	.00	.00	.00	13,100
101-41410-218	SAFETY EQUIPMENT & STRUCTUR	.00	.00	.00	.00	.00	.00
101-41410-331	TRAVEL & TRAINING EXPENSE	.00	2,383	.00	.00	.00	2,400
Budget notes:							
Mileage & Meals							
101-41410-350	PRINTING & PUBLISHING	.00	763	.00	.00	.00	800
Budget notes:							
Ballots & Notices in Paper							
101-41410-430	MISCELLANEOUS	.00	328	.00	.00	.00	350
Budget notes:							
Meals							
Total ELECTIONS:		.00	16,535	.00	.00	.00	16,650

		2021	2022	2023	2023	2023	2024
Account Number	Account Title	Pri Year 2 Actual	Pri Year Actual	Cur YTD Actual	Current year Budget	Current YTD Remaining	Proposed Budget
LEGAL SERVICES							
101-41600-304	LEGAL SERVICES-CITY CLERK	19,599	15,238	20,343	19,000	1,343-	20,000
101-41600-305	LEGAL SERVICES-POLICE DEPT.	44,441	46,058	45,523	42,000	3,523-	40,000
101-41600-306	LEGAL SERVICES-BLDG & ZONING	19,599	15,238	20,343	19,000	1,343-	20,000
101-41600-308	LEGAL SERVICES-COUNCIL	20,004	15,238	20,343	19,000	1,343-	20,000
Total LEGAL SERVICES:		103,642	91,773	106,553	99,000	7,553-	100,000
CAPITAL OUTLAY							
101-41700-510	C.O.-LAND & LAND IMPROVEMENT	194,567	.00	.00	.00	.00	.00
101-41700-520	C.O.-BLDGS & STRUCTURES	194,713	5,910	9,637	.00	9,637-	.00
101-41700-521	C.O.-SWIMMING POOL	.00	.00	.00	.00	.00	.00
101-41700-540	C.O.-HEAVY MACHINERY	.00	.00	.00	.00	.00	.00
101-41700-550	C.O.-MOTOR VEHICLES	.00	4,987	151,037	.00	151,037-	.00
101-41700-570	C.O.-OFFICE EQUIP & FURNISHING	.00	2,525	10,767	.00	10,767-	.00
101-41700-575	C.O.-COMPUTER EQUIPMENT	.00	9,460	10,638	.00	10,638-	30,000
101-41700-576	C.O.-COMPUTER SOFTWARE	.00	.00	942	.00	942-	35,000
Budget notes: ~2024 \$15,000 Park & Rec Signup \$20,000 Electronic Records Management							
101-41700-579	C.O.-RADIO/COMMUNICATION	.00	.00	.00	.00	.00	.00
101-41700-580	C.O.-OTHER EQUIPMENT	2,096	700	48,314	.00	48,314-	.00
101-41700-602	CAPITAL LEASE PRINCIPAL	20,782	25,810	22,259	26,794	4,535	10,926
Budget notes: ~2022 VSC Note - 332 South 1st Street Property ~2024 PD Lease - Tesla City Share							
101-41700-612	LONG TERM OBLIGATION INT.	3,928	3,843	2,452	2,858	406	5,459
Budget notes: ~2022 VSC Note - 332 South 1st Street Property ~2024 PD Lease - Tesla City Share							
Total CAPITAL OUTLAY:		416,086	53,235	256,047	29,652	226,395-	81,385
CITY HALL							
101-41900-103	WAGES & SALARIES-PT	.00	.00	.00	.00	.00	.00
101-41900-121	FICA CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
Budget notes: 7.65%							

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-41900-122	PERA CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
101-41900-131	EMPLOYER PAID HEALTH INS.	.00	.00	.00	.00	.00	.00
101-41900-211	CLEANING SUPPLIES	2,890	2,814	3,101	3,000	101-	3,000
101-41900-218	SAFETY EQUIPMENT AND SUPPLIE	26	.00	.00	250	250	250
101-41900-240	SMALL TOOLS & MINOR EQUIP.	.00	8	35	50	15	50
101-41900-310	CONTRACTED SERVICES	10,872	16,783	14,314	10,000	4,314-	12,000
Budget notes:							
101-41900-350	City Hall Cleaning & Pest Control Services PRINTING & PUBLISHING	.00	.00	.00	.00	.00	.00
101-41900-381	UTILITIES-ELECTRIC	6,214	7,117	5,337	7,800	2,463	7,500
101-41900-383	UTILITIES-GAS	2,398	3,291	1,725	4,000	2,275	3,500
101-41900-401	REPAIR/MAINT-BUILDINGS	607	15,327	10,205	5,000	5,205-	5,000
101-41900-404	REPAIR/MAINT-EQUIPMENT	750	569	337	750	413	750
101-41900-415	RENTALS-OTHER EQUIPMENT	479	1,411	439	600	161	600
Budget notes:							
101-41900-430	Water Cooler MISCELLANEOUS	49	158	.00	200	200	200
Total CITY HALL:		24,285	47,478	35,495	31,650	3,845-	32,850
POLICE DEPARTMENT							
POLICE DEPARTMENT							
101-42100-101	WAGES & SALARIES-OFFICERS	600,422	572,761	545,209	644,800	99,591	670,600
101-42100-102	WAGES & SALARIES-OT	21,596	41,738	34,030	20,000	14,030-	25,000
101-42100-103	WAGES & SALARIES-PT	33,351	5,854	7,644	18,000	10,356	18,800
101-42100-104	WAGES-POLICE RESERVES	9,188	9,829	9,552	10,000	448	10,500
101-42100-105	WAGES & SALARIES-CLERICAL	47,118	48,360	43,402	61,400	17,998	64,000
101-42100-106	HOLIDAY PAY	19,290	17,980	.00	22,000	22,000	24,000
101-42100-111	SEVERANCE PAY-PD	36,960	10,412	6,382	.00	6,382-	.00
101-42100-112	AMMUNITION ALLOWANCE	3,171	3,189	3,788	6,000	2,212	6,000
101-42100-113	UNIFORM ALLOWANCE	11,977	12,645	5,425	6,200	775	6,975
Budget notes:							
~2021 - 8 Officers @ \$775 each							
~2022 - 8 Officers @ \$775 each							
~2023 - 8 Officers @ \$775 each							

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
~2024 9 Officers @\$775 Each							
101-42100-115	GUN ALLOWANCE	.00	.00	1,275	850	425-	850
Budget notes:							
~2021 - 1 Gun @ \$425							
~2022 - 1 Gun @ \$425							
~2023 - 2 Guns @ \$425							
~2024 2 Guns @\$425							
101-42100-121	FICA CONTRIBUTIONS	14,644	13,958	13,758	15,780	2,022	16,480
Budget notes:							
1.45% - Chief and Officers							
7.65% - Secretary & Reserves							
101-42100-122	PERA CONTRIBUTIONS	117,516	109,749	103,135	129,360	26,225	134,535
Budget notes:							
17.7% Chief & Police Officers							
7.5% Clerical							
101-42100-131	EMPLOYER PAID HEALTH INS.	90,665	78,743	42,879	46,800	3,921	60,000
101-42100-132	EMPLOYER PD PERA DISAB INS	.00	.00	.00	5,000	5,000	5,000
101-42100-142	UNEMPLOY COMP BENEFITS	.00	148	81	.00	81-	.00
101-42100-152	WORKERS COMP BENEFITS	2,456	18-	1,236	1,000	236-	1,000
101-42100-200	OFFICE SUPPLIES	2,564	2,963	3,794	3,000	794-	3,000
101-42100-207	NEIGHBORS NIGHT OUT EXPENSE	3,376	3,544	5,728	4,000	1,728-	4,000
101-42100-210	OPERATING SUPPLIES	774	2,522	1,487	2,000	513	2,000
101-42100-212	MOTOR FUELS/LUBRICANTS	17,158	22,442	17,607	20,000	2,393	20,000
101-42100-217	UNIFORMS - POLICE RESERVES	1,122	1,679	4,208	2,000	2,208-	2,000
101-42100-218	SAFETY EQUIPMENT	5,517	150	337	3,000	2,663	3,000
101-42100-240	SMALL TOOLS & MINOR EQUIPMEN	923	.00	406	500	94	500
101-42100-300	PROFESSIONAL SERVICES	1,336	3,661	4,447	2,000	2,447-	2,000
101-42100-310	CONTRACTED SERVICES	21,177	13,042	5,920	23,400	17,480	20,000
Budget notes:							
Software Support & Managed Print Service							
101-42100-321	TELEPHONE	11,820	10,577	8,845	12,000	3,155	12,000
101-42100-322	POSTAGE	326	286	231	300	69	300
101-42100-331	TRAVEL EXPENSE	9,102	15,348	14,051	10,000	4,051-	10,000
101-42100-350	PRINTING & PUBLISHING	.00	.00	477	.00	477-	200
101-42100-404	REPAIR/MAINT-EQUIPMENT	4,804	2,659	1,203	3,000	1,797	3,000

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-42100-405	REPAIR/MAINT-VEHICLES	13,700	10,514	10,221	10,000	221-	10,000
101-42100-406	REPAIRS/MAINT-COMPUTERS	736	.00	.00	500	500	500
101-42100-415	RENTALS-OTHER EQUIPMENT	479	479	439	500	61	500
101-42100-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-42100-433	DUES AND SUBSCRIPTIONS	1,265	1,022	6,773	1,500	5,273-	7,000
101-42100-580	POLICE - CAPITAL EQUIP.	.00	.00	.00	.00	.00	.00
Total POLICE DEPARTMENT:		1,104,533	1,016,236	903,972	1,084,890	180,918	1,143,740
FIRE DEPARTMENT							
101-42200-720	OPERATING TRANSFER	218,338	185,591	.00	253,344	253,344	225,000
Budget notes: City Share of Fire Dept. Budget							
Total FIRE DEPARTMENT:		218,338	185,591	.00	253,344	253,344	225,000
BUILDING/ZONING							
101-42400-101	WAGES & SALARIES-REGULAR	30,877	31,587	36,854	50,876	14,022	66,060
Budget notes: ~2022 50% of New Position - 4 months							
101-42400-102	WAGES & SALARIES-OT	209	10	10	500	490	500
101-42400-103	WAGES & SALARIES-PT	2,050	2,350	.00	4,200	4,200	2,500
Budget notes: - Planning Commission Members \$50/meeting							
101-42400-111	SEVERANCE PAY-BLDG/ZONING	.00	.00	.00	.00	.00	.00
101-42400-119	TECHNOLOGY ALLOWANCE	1,000	1,000	125	1,000	875	1,000
101-42400-121	FICA CONTRIBUTIONS	2,592	2,663	2,922	4,328	1,406	5,055
Budget notes: 7.65%							
101-42400-122	PERA CONTRIBUTIONS	2,006	2,058	2,469	3,853	1,384	5,000
Budget notes: 7.5%							
101-42400-131	EMPLOYER PAID HEALTH INS.	.00	.00	.00	.00	.00	.00
101-42400-152	WORKERS COMP BENEFITS	.00	.00	.00	1,000	1,000	1,000
101-42400-200	OFFICE SUPPLIES	1,474	1,492	1,735	1,000	735-	1,000
101-42400-207	TRAINING & INSTRUCTIONAL COST	.00	.00	.00	.00	.00	.00
101-42400-212	MOTOR FUELS/LUBRICANTS	1,088	798	1,026	1,000	26-	2,000

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-42400-217	UNIFORMS	.00	125	.00	150	150	150
101-42400-220	GENERAL DEPARTMENT SUPPLIES	.00	.00	.00	.00	.00	.00
101-42400-240	SMALL TOOLS & MINOR EQUIP.	86	56	50	100	50	100
101-42400-300	PROFESSIONAL SERVICES	392	184	61	500	439	500
101-42400-303	ENGINEERING FEES	2,113	.00	2,038	1,000	1,038	1,000
101-42400-310	CONTRACTED SERVICES	8,734	6,587	12,813	6,900	5,913	6,000

Budget notes:

~2021 \$2,500 - Permit Software Annual Fee
 \$1,800 - Computer Support
 \$1,300 - Managed Print Service
 \$400 - Misc. Services
 ~2022 \$2,900 - Permit Software Annual Fee
 \$2,000 - Computer Support
 \$1,300 - Managed Print Service
 \$400 - Misc. Services
 ~2023 \$3,100 Permit Software Annual Fee
 \$2,400 Computer Support & Duo Authentication
 \$1,400 Managed Print Service
 ~2024 \$3,400 Permit Software Annual Fee
 Computer Support
 Misc Services

101-42400-311	PLANNING COMM. MTGS	.00	.00	.00	.00	.00	.00
101-42400-321	TELEPHONE	1,646	1,819	2,002	1,700	302	3,400
101-42400-322	POSTAGE	308	210	147	300	153	300
101-42400-331	TRAVEL EXPENSE	219	1,014	687	1,000	313	1,500
101-42400-350	PRINTING & PUBLISHING	389	442	664	750	86	750
101-42400-404	REPAIR/MAINT-EQUIPMENT	.00	.00	40	.00	40	.00
101-42400-405	REPAIR/MAINT-VEHICLES	209	167	911	1,000	89	2,000
101-42400-406	REPAIR/MAINT-COMPUTERS	.00	.00	.00	200	200	.00
101-42400-409	SCDP - DEED GRANT EXPENSES	.00	.00	.00	.00	.00	.00
101-42400-433	DUES AND SUBSCRIPTIONS	210	341	364	1,000	636	1,000

Total BUILDING/ZONING:

55,602	52,903	64,916	82,357	17,441	100,815
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EMERGENCY SERVICES

101-42500-200	OFFICE SUPPLIES	.00	.00	.00	.00	.00	1,000
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Budget notes:

~2024 Heart Safe Promo Products

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-42500-321	TELEPHONE	.00	.00	.00	.00	.00	.00
101-42500-322	POSTAGE	.00	.00	.00	.00	.00	.00
101-42500-331	TRAVEL & TRAINING EXPENSE	.00	.00	.00	.00	.00	.00
101-42500-403	2007 FLOOD EXPENSES	.00	.00	.00	.00	.00	.00
101-42500-404	REPAIR/MAINT-EQUIPMENT	1,312	1,433	4,105	2,000	2,105	2,000
Budget notes:							
101-42500-430	Sirens, Boat & UTV Repairs MISCELLANEOUS	.00	.00	.00	.00	.00	.00
Total EMERGENCY SERVICES:		1,312	1,433	4,105	2,000	2,105	3,000
ANIMAL CONTROL							
101-42700-210	OPERATING SUPPLIES	161	214	134	200	66	200
101-42700-310	CONTRACTED SERVICES	6,000	5,600	3,500	7,500	4,000	6,000
101-42700-322	POSTAGE	44	143	54	250	196	200
Budget notes:							
101-42700-381	Animal Licensing Notices UTILITIES-ELECTRIC-ANIMAL	1,848	2,915	1,913	4,000	2,087	4,000
101-42700-382	UTILITIES-WATER/SEWER-ANIMAL	831	1,067	843	1,000	157	1,000
101-42700-383	GAS UTILITIES - ANIMAL SHELTER	1,071	1,417	987	1,400	413	1,500
101-42700-384	REFUSE DISPOSAL-ANIMAL SHELTER	890	890	742	1,100	358	1,100
101-42700-401	REPAIR/MAINT-BUILDINGS	421	721	429	3,000	2,571	3,000
101-42700-404	REPAIR/MAINT-EQUIPMENT	1,249	.00	.00	100	100	100
101-42700-520	C.O.-BLDGS & STRUCTURES-ANIM	.00	.00	.00	.00	.00	.00
Total ANIMAL CONTROL:		12,514	12,967	8,601	18,550	9,949	17,100
PUBLIC WORKS							
PUBLIC WORKS							
101-43050-101	WAGES & SALARIES-REGULAR	100,728	104,217	90,419	108,770	18,351	113,200
101-43050-102	WAGES & SALARIES-OT	.00	.00	.00	.00	.00	.00
101-43050-103	WAGES & SALARIES-PT-INTERNSHI	.00	.00	.00	.00	.00	.00
101-43050-111	SEVERANCE PAY-PUBLIC WORKS	.00	.00	.00	.00	.00	.00
101-43050-121	FICA CONTRIBUTIONS	7,688	7,954	7,185	8,320	1,135	8,660
Budget notes:							
7.65%							

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Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-43050-122	PERA CONTRIBUTIONS	6,797	7,034	6,469	8,160	1,691	8,500
Budget notes: 7.5%							
101-43050-131	EMPLOYER PAID HEALTH INS.	.00	.00	.00	.00	.00	.00
101-43050-200	OFFICE SUPPLIES	361	46	428	200	228-	400
101-43050-212	MOTOR FUELS/LUBRICANTS	382	403	278	500	222	800
101-43050-300	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
101-43050-310	CONTRACTED SERVICES	3,263	3,419	3,220	3,500	280	3,500
101-43050-321	TELEPHONE	1,218	1,253	1,048	1,200	152	1,200
101-43050-322	POSTAGE	220	225	228	230	2	250
101-43050-331	TRAVEL EXPENSE	804	614	694	1,000	306	1,000
101-43050-350	PRINTING & PUBLISHING	31	190	986	100	886-	200
101-43050-405	REPAIR/MAINT-VEHICLES	131	1,942	10	500	490	1,000
101-43050-433	DUES AND SUBSCRIPTIONS	171	35	35	180	145	100
Total PUBLIC WORKS:		121,793	127,331	111,000	132,660	21,660	138,810
STREETS & ALLEYS							
101-43100-101	WAGES & SALARIES-REGULAR	137,093	159,289	151,177	170,200	19,023	185,000
Budget notes: ~2022 50% of New Position							
101-43100-102	WAGES & SALARIES-OT	11,692	13,323	8,792	12,000	3,208	12,500
101-43100-103	WAGES & SALARIES-PT	15,769	12,909	11,270	17,000	5,730	17,700
101-43100-111	SEVERANCE PAY	.00	.00	.00	.00	.00	.00
101-43100-121	FICA CONTRIBUTIONS	12,345	14,010	13,551	15,240	1,689	16,000
Budget notes: 7.65%							
101-43100-122	PERA CONTRIBUTIONS	10,490	12,127	11,908	13,665	1,757	14,000
Budget notes: 7.5%							
101-43100-131	EMPLOYER PAID HEALTH INS	20,843	19,214	128	21,900	21,772	24,000
101-43100-142	UNEMPLOY COMP BENEFITS	.00	.00	804	.00	804-	.00
101-43100-152	WORKERS COMP BENEFITS	.00	.00	.00	1,000	1,000	1,000
101-43100-200	OFFICE SUPPLIES	967	715	2,129	750	1,379-	1,000

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-43100-211	CLEANING SUPPLIES	791	869	297	750	453	750
101-43100-212	MOTOR FUELS/LUBRICANTS	11,139	16,325	13,656	14,000	344	16,000
101-43100-217	UNIFORMS	1,925	1,453	1,307	1,500	193	1,500
101-43100-218	SAFETY EQUIPMENT	764	1,964	2,585	1,500	1,085	1,500
101-43100-220	SUPL, CR. ROCK,SALT,SAND,	7,651	14,092	17,792	20,000	2,208	30,000
101-43100-221	TREES	.00	.00	.00	.00	.00	.00
101-43100-224	STREET MAINTENACE MAT'LS	6,046	5,815	15,555	10,000	5,555	12,000
101-43100-225	LANDSCAPING MATERIALS	13,852	6,620	7,878	11,000	3,122	11,000
Budget notes:							
~2023 - \$8,000 MNDOT Landscaping Partnership							
- \$3,000 Landscaping Flower Beds & Trees							
~2024 \$8,000 MN DOT Landscape Partnership							
101-43100-227	STORM DRAIN MAINTENANCE	92,087	8,576	6,425	15,000	8,575	15,000
101-43100-240	SMALL TOOLS & MINOR EQUIPMEN	3,347	9,029	5,129	3,000	2,129	4,000
101-43100-300	PROFESSIONAL SERVICES	436	431	26,219	500	25,719	500
101-43100-302	ENGINEERING FEES-ST AID STREE	466	.00	.00	2,000	2,000	1,000
101-43100-303	ENGINEERING FEES	408,765	265,829	74,191	.00	74,191	15,000
Budget notes:							
~2021 - \$425,000 Wagon Wheel Project Phase 3 (see 101-33432)							
~2022 - \$200,000 Wagon Wheel Project Phase 3 (see 101-33432)							
- \$125,000 Local Street Project for 2022							
- \$32,000 Boat Landing Road							
- \$8,000 Wagon Wheel Phase 4							
101-43100-310	CONTRACTED SERVICES	2,479	4,813	2,098	3,000	902	3,000
101-43100-321	TELEPHONE	1,253	1,792	2,424	2,000	424	2,000
Budget notes:							
~2021 \$1,400 - Wi-Fi Service added for new laptops							
\$1,200 - Regular Telephone Expenses							
101-43100-322	POSTAGE	15	36	.00	.00	.00	.00
101-43100-331	TRAVEL EXPENSE	116	3,806	1,713	300	1,413	1,000
101-43100-350	PRINTING & PUBLISHING	630	490	55	600	545	500
101-43100-365	INSURANCE DEDUCTIBLE	.00	.00	1,000	1,000	.00	1,000
101-43100-381	UTILITIES-ELECTRIC	78,211	90,721	66,221	75,000	8,779	80,000
101-43100-383	UTILITIES GAS	4,711	5,826	3,136	5,000	1,864	5,500

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-43100-384	REFUSE DISPOSAL	3,320	2,800	3,489	3,000	489-	3,000
101-43100-401	REPAIR/MAINT-BUILDINGS	2,363	35,400	3,773	5,000	1,227	5,000
101-43100-402	REPAIR/MAINT-STRUCTURES	714	4,312	18,594	5,000	13,594-	5,000
Budget notes:							
Street Lights							
101-43100-403	REPAIR/MAINT-STRTS/ALLEYS	1,422,094	2,237,366	212,144	10,000	202,144-	70,000
Budget notes:							
~2021 Phase 3 Wagon Wheel Project - Pedestrian Bridge \$3,000,000							
Phase 1 Wagon Wheel Project - Final Paving \$116,500							
Sidewalk Projects - \$10,000							
~2022 Phase 3 Wagon Wheel Project - Pedestrian Bridge \$3,000,000 (see 101-33432)							
Phase 1 Wagon Wheel Project - Final Paving \$116,500 (see 101-33436)							
2022 Street Project - \$875,000 (Bond & MSA Funds)							
West Channel Boat Landing Road - \$128,106 (see 101-33436)							
Sidewalk Projects - \$10,000							
~2024 Sidewalks							
OHP Parking Lot							
101-43100-404	REPAIR/MAINT-EQUIPMENT	10,843	8,628	15,339	5,000	10,339-	10,000
101-43100-405	REPAIR/MAINT-VEHICLES	11,730	8,994	21,632	12,000	9,632-	15,000
101-43100-415	RENTALS-OTHER EQUIPMENT	1,579	2,531	1,338	3,000	1,662	3,000
101-43100-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-43100-432	UNCOLLECTIBLE ACCOUNTS	.00	.00	.00	.00	.00	.00
101-43100-433	DUES AND SUBSCRIPTIONS	.00	210	100	150	50	150
101-43100-603	NOTE PAYABLE-PRINCIPAL-ST MN	.00	.00	.00	.00	.00	.00
Total STREETS & ALLEYS:		2,296,527	2,970,315	723,850	461,055	262,795-	583,600
BRUSH SITE							
101-43200-102	WAGES & SALARIES-OT	323	479	172	300	128	400
101-43200-103	WAGES & SALARIES-PT	5,757	5,580	4,565	6,000	1,435	6,500
101-43200-121	FICA CONTRIBUTIONS	471	455	371	480	109	600
Budget notes:							
7.65%							
101-43200-122	PERA CONTRIBUTIONS	461	446	364	470	106	580
Budget notes:							
7.5%							
101-43200-312	CONTRACTED GRNDR/HAUL SERV.	1,576	.00	4,465	2,000	2,465-	2,000
101-43200-321	TELEPHONE	444	439	331	450	119	450

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Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-43200-322	POSTAGE	.00	.00	.00	.00	.00	.00
101-43200-350	PRINTING & PUBLISHING	.00	.00	.00	.00	.00	.00
101-43200-360	INSURANCE	.00	.00	.00	.00	.00	.00
101-43200-383	GAS UTILITIES	.00	.00	.00	.00	.00	.00
101-43200-401	REPAIR/MAINT-BUILDINGS	8	37	32	200	168	100
Budget notes: ~2023 New A/C Unit							
101-43200-403	REPAIR & MAINT.-OTHER	.00	143	.00	500	500	500
101-43200-404	REPAIR/MAINT-EQUIPMENT	.00	.00	.00	.00	.00	.00
101-43200-415	RENTAL - EQUIPMENT	.00	.00	.00	.00	.00	.00
101-43200-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
Total BRUSH SITE:		9,039	7,577	10,299	10,400	101	11,130
RECREATION							
101-45100-101	WAGES & SALARIES-REGULAR	31,157	31,737	35,456	31,800	3,656-	33,100
101-45100-102	WAGES & SALARIES-OT	171	350	.00	250	250	250
101-45100-103	WAGES & SALARIES-PT-REC	.00	1,624	22	1,000	979	1,000
101-45100-111	SEVERANCE PAY-RECREATION	.00	.00	.00	.00	.00	.00
101-45100-121	FICA CONTRIBUTIONS	2,372	2,560	2,750	2,530	220-	2,600
Budget notes: 7.65%							
101-45100-122	PERA CONTRIBUTIONS	972	1,142	1,147	1,130	17-	2,500
Budget notes: 7.5%							
101-45100-131	EMPLOYER PAID HEALTH INS	1,966	1,783	13	2,060	2,047	1,930
101-45100-141	UNEMPL. COMP INSURANCE	.00	.00	.00	.00	.00	.00
101-45100-152	WORKER'S COMP. BENEFITS	.00	.00	.00	.00	.00	.00
101-45100-200	OFFICE SUPPLIES	.00	19	625	.00	625-	100
101-45100-207	INSTRUCTIONAL MATLS & SUP	610	168	356	500	144	500
101-45100-211	CLEANING SUPPLIES	.00	151	.00	150	150	150
101-45100-217	UNIFORMS - T-SHIRTS	2,433	3,471	3,083	3,500	418	3,500

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-45100-240	SMALL TOOLS/SAFETY EQUIP	.00	144	.00	150	150	150
101-45100-300	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
Budget notes:							
CPR & Bloodbourne Pathogen Training							
101-45100-310	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
101-45100-321	TELEPHONE	.00	247	.00	.00	.00	.00
101-45100-322	POSTAGE	.00	.00	.00	.00	.00	.00
101-45100-331	TRAVEL EXPENSE	.00	.00	2,516	.00	2,516-	.00
Budget notes:							
~2023 CPO Training/Recertification \$350/each							
101-45100-350	PRINTING AND PUBLISHING	864	357	498	750	252	750
101-45100-381	UTILITIES-ELECTRIC	463	839	798	750	48-	750
Budget notes:							
Abnet Field Restrooms							
101-45100-383	UTILITIES- GAS	1,173	2,000	1,003	2,000	997	2,000
Budget notes:							
Abnet Field Restrooms							
101-45100-402	REPAIR/MAINT-STRUCTURES	16	234	67	250	183	250
101-45100-404	REPAIR/MAINT-EQUIPMENT	98	.00	467	250	217-	500
101-45100-415	RENTALS-OTHER EQUIPMENT	.00	.00	.00	.00	.00	.00
101-45100-430	MISCELLANEOUS	.00	.00	.00	.00	.00	.00
101-45100-431	CASH OVER/SHORT	.00	.00	.00	.00	.00	.00
101-45100-433	DUES AND SUBSCRIPTIONS	.00	.00	.00	.00	.00	.00
101-45100-720	OPERATING TRANSFER	40,000	40,000	40,000	40,000	.00	40,000
Budget notes:							
~2021 - Transfer to Arena \$25,000							
- Transfer Set Aside Funds to Arena \$15,000							
~2022 - Transfer to Arena \$25,000							
- Transfer Set Aside Funds to Arena \$15,000							
~2023 - Transfer to Arena \$25,000							
- Transfer Set Aside Funds to Arena \$15,000							
~2024 Transfer to Arena \$25,000							
Transfer set Aside Funds to Arena \$15,000							
Total RECREATION:		82,295	86,826	88,801	87,070	1,731-	90,030
AQUATIC CENTER							
101-45110-101	WAGES & SALARIES-REGULAR	.00	59	868	.00	868-	.00

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-45110-102	WAGES & SALARIES-OT	8,168	7,276	11,121	8,000	3,121-	10,000
101-45110-103	WAGES & SALARIES-PT	145,550	152,097	150,908	158,200	7,292	165,000
101-45110-113	UNIFORMS - SWIM SUITS	.00	.00	.00	.00	.00	.00
101-45110-121	FICA CONTRIBUTIONS	11,760	12,197	12,462	12,710	248	13,220
101-45110-122	PERA CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
101-45110-142	UNEMPLOYMENT BENEFITS	120	.00	.00	.00	.00	.00
101-45110-152	WORKER'S COMP. BENEFITS	.00	.00	1,000	1,000	.00	1,000
101-45110-200	OFFICE SUPPLIES	14	.00	676	100	576-	200
101-45110-207	INSTRUCTIONAL MATLS & SUPPLIE	423	.00	48	500	452	500
101-45110-211	CLEANING SUPPLIES	837	526	887	750	137-	900
101-45110-214	KITCHEN SUPPLIES/PAPER PRODU	4	89	.00	250	250	250
101-45110-216	CHEMICALS	15,494	19,536	21,151	20,000	1,151-	23,000
101-45110-217	UNIFORMS	2,210	2,293	2,076	2,500	424	2,500
101-45110-218	SAFETY SUPPLIES	356	73	99	350	251	350
101-45110-240	SMALL TOOLS & MINOR EQUIPMEN	116	304	376	200	176-	200
101-45110-259	CONCESSION FOOD PURCHASES	11,711	20,517	22,593	20,000	2,593-	20,000
101-45110-300	PROFESSIONAL SERVICES-POOL	.00	.00	.00	.00	.00	.00
101-45110-321	TELEPHONE	580	978	1,328	1,000	328-	1,100
101-45110-322	POSTAGE	88	79	66	100	34	100
101-45110-331	TRAVEL & TRAINING EXPENSE	1,246	1,763	.00	3,000	3,000	1,500
Budget notes:							
101-45110-350	Lifeguard CPR & Bloodbourne Pathogin Training PRINTING & PUBLISHING	232	18	.00	500	500	500
101-45110-381	UTILITIES-ELECTRIC	2,600	8,159	9,584	7,000	2,584-	7,500
101-45110-382	UTILITIES-WATER-POOL	322	.00	.00	400	400	400
101-45110-383	UTILITIES-GAS	7,805	14,403	10,661	14,000	3,339	14,000
101-45110-401	REPAIR/MAINT-BUILDINGS	1,098	2,480	8,340	2,000	6,340-	2,500
101-45110-402	REPAIR/MAINT-STRUCTURES	3,107	8,384	9,768	8,000	1,768-	15,000

Budget notes:

~2023 Suction Grates - 6 sets of 2@ \$630

~2024 \$3,000 Resurface Slide

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-45110-404	\$6,000 Parking lot Resurfacing REPAIR/MAINT-EQUIPMENT	379	9,824	1,531	5,000	3,469	9,000
Budget notes: ~2022 3 Starters - Installed ~2024 \$6,000 Feature Pump Drive							
101-45110-415	RENTALS-OTHER EQUIPMENT	.00	363	.00	400	400	400
101-45110-431	CASH OVER/SHORT	80	9-	94	.00	94-	.00
101-45110-432	UNCOLLECTIBLE ACCOUNTS	.00	.00	.00	.00	.00	.00
101-45110-433	DUES AND SUBSCRIPTIONS	905	905	905	1,000	95	1,000
Budget notes: MN Dept of Health - Concession Licensing MN Dept of Public Safety - Hazardous Chemical Fee							
Total AQUATIC CENTER:		215,206	262,316	266,541	266,960	419	290,120
PARKS							
101-45200-101	WAGES & SALARIES-REGULAR	45,697	51,151	48,513	51,500	2,987	53,560
101-45200-102	WAGES & SALARIES-OT	333	778	1,425	1,000	425-	1,500
101-45200-103	WAGES & SALARIES-PT	15,769	23,816	22,265	22,000	265-	24,000
101-45200-111	SEVERANCE PAY	.00	.00	.00	.00	.00	.00
101-45200-121	FICA CONTRIBUTIONS	4,660	5,751	5,650	5,700	50	5,940
Budget notes: 7.65%							
101-45200-122	PERA CONTRIBUTIONS	3,206	3,698	3,743	3,940	197	5,820
Budget notes: 7.5%							
101-45200-131	EMPLOYER PAID HEALTH INS	5,999	5,194	46	5,860	5,814	7,000
101-45200-142	UNEMPLOY COMP BENEFITS	.00	.00	804	.00	804-	.00
101-45200-152	WORKERS COMP BENEFITS	.00	.00	.00	1,000	1,000	1,000
101-45200-211	CLEANING & SANITARY SUPPLIES	971	2,332	5,772	1,500	4,272-	3,000
101-45200-212	MOTOR FUELS/LUBRICANTS	6,142	10,681	7,462	8,500	1,038	8,500
101-45200-216	CHEMICALS	1,882	958	846	2,000	1,154	2,000
101-45200-217	UNIFORMS - PARKS	.00	532	.00	500	500	500
101-45200-218	SAFETY EQUIPMENT	105	.00	531	250	281-	500
101-45200-220	REPAIR & MAINT. SUPPLIES	727	.00	.00	1,000	1,000	500

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-45200-225	LANDSCAPING MATERIALS	31,956	27,494	23,105	19,500	3,605-	22,000
Budget notes: ~2021 \$12,000 Veterans Park Trees 60 @ \$200 each \$3,000 Veterans Park Wildflowers \$1,500 General Maintenance - all parks ~2022 \$10,000 Tree Planting Project 50 @ \$200 each \$3,000 Veterans Park Wildflowers \$4,800 Bark for 2nd 1/2 of Old Hickory Park \$1,500 General Maintenance - all parks ~2023 \$10,000 Tree Planting \$3,000 Park Wildflowers \$5,000 Vets Park Playground Bark \$1,500 General Maintenance							
101-45200-240	SMALL TOOLS & MINOR EQUIPMEN	3,199	1,113	3,483	2,000	1,483-	2,500
101-45200-300	PROFESSIONAL SERVICES	20,480	38,877	10,925	24,000	13,075	.00
Budget notes: ~2022 Park & Rec Plan Update ~2023 2023 ADA Transition Plan							
101-45200-303	ENGINEERING FEES	5,298	13,868	29,037	2,500	26,537-	5,000
101-45200-310	CONTRACTED SERVICES	600	2,080	5,272	1,000	4,272-	2,000
101-45200-321	PARKS - PHONE/INTERNET ACCES	.00	.00	165	.00	165-	.00
101-45200-331	TRAINING & TRAVEL EXPENSE	55	157	626	100	526-	250
101-45200-350	PRINTING & PUBLISHING	.00	44	1,735	.00	1,735-	.00
101-45200-381	UTILITIES-ELECTRIC	1,469	3,032	5,245	1,600	3,645-	6,000
101-45200-382	UTILITIES-WATER/SEWER	549	670	617	600	17-	1,000
101-45200-383	UTILITIES-GAS	.00	.00	.00	.00	.00	.00
101-45200-384	REFUSE DISPOSAL	890	1,762	688	800	112	1,500
101-45200-401	REPAIR/MAINT-BUILDINGS	915	2,054	2,442	2,000	442-	2,000
101-45200-402	REPAIR/MAINT-STRUCTURES	13,492	12,368	27,740	12,500	15,240-	20,000
Budget notes: ~2023 \$10,000 Frank Kistler Park							
101-45200-404	REPAIR/MAINT-EQUIPMENT	8,075	7,426	7,525	5,000	2,525-	5,000
101-45200-405	REPAIR/MAINT-VEHICLES	81	679	521	500	21-	750
101-45200-415	RENTALS OTHER EQUIPMENT	1,569	5,263	1,996	2,500	504	2,500
Budget notes: Portable Toilets							
101-45200-437	PROPERTY TAX EXPENSE	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
Total PARKS:		174,116	221,781	218,175	179,350	38,825-	184,320
LIBRARY LEVY							
101-45500-720	OPERATING TRANSFER	.00	.00	.00	181,269	181,269	188,520
Budget notes:							
City Levy for Library							
Total LIBRARY LEVY:		.00	.00	.00	181,269	181,269	188,520
URBAN REDEVELOPMENT & HOUSING							
URBAN REDEVELOPMENT & HOUSING							
101-46300-401	BUILDING DEMOLITION	31,850	941	19,940	30,000	10,060	.00
Budget notes:							
~2023 Demo 332 S 1st Street							
Total URBAN REDEVELOPMENT & HOUSING:		31,850	941	19,940	30,000	10,060	.00
SPECIAL ASSESSMENTS							
SPECIAL ASSESSMENTS							
101-47000-602	SPECIAL ASSESSMENT - PRINCIPA	4,689	4,924	5,170	4,924	246-	4,900
Budget notes:							
~2021 2018 Veterans Park Parking Lot							
101-47000-612	SPECIAL ASSESSMENT INTEREST	9,714	9,480	9,233	9,480	247	9,500
Budget notes:							
~2021 2018 Veterans Park Parking Lot							
Total SPECIAL ASSESSMENTS:		14,403	14,403	14,403	14,404	1	14,400
OTHER FINANCING USES							
OTHER FINANCING USES							
101-49300-432	UNCOLLECTIBLE ACCOUNTS	.00	.00	.00	.00	.00	.00
101-49300-610	MARKET VALUE ADJUSTMENT	.00	.00	.00	.00	.00	.00
101-49300-720	OPERATING TRANSFER	.00	.00	.00	.00	.00	.00
Total OTHER FINANCING USES:		.00	.00	.00	.00	.00	.00
TRANSIT SERVICES							
101-49800-310	CONTRACTED TRANSIT SERV.	64,393	64,393	48,295	64,400	16,105	16,197
101-49800-311	MTU STATE TRANSIT FUNDS	192,834	229,969	152,870	224,330	71,460	225,000
Budget notes:							
Pass - thru to La Crosse MTU							
101-49800-350	PRINTING & PUBLISHING	.00	.00	.00	.00	.00	.00
101-49800-402	REPAIR/MAINT-BUS SHELTERS	.00	.00	.00	.00	.00	400

Account Number	Account Title	2021 Pri Year 2 Actual	2022 Pri Year Actual	2023 Cur YTD Actual	2023 Current year Budget	2023 Current YTD Remaining	2024 Proposed Budget
101-49800-405	REPAIR/MAINT-VEHICLES	.00	19	.00	.00	.00	.00
Budget notes:							
Reserve							
101-49800-810	REFUND MN DOT PER AUDIT	.00	.00	.00	.00	.00	.00
Total TRANSIT SERVICES:		257,227	294,381	201,165	288,730	87,565	241,597
GENERAL FUND Revenue Total:		5,107,960	6,489,209	491,757	3,822,093	3,330,336	4,082,493
GENERAL FUND Expenditure Total:		5,642,062	6,076,222	3,370,296	3,822,093	451,797	4,084,471
Net Total GENERAL FUND:		534,102-	412,987	2,878,539	.00	2,878,539	1,978-
Net Grand Totals:		534,102-	412,987	2,878,539	.00	2,878,539	1,978-

LACRESCENT PUBLIC LIBRARY 2024 PROPOSED BUDGET w/ 4% COL update

	2021		2021		2022		2022		2023		2023		2024	
	Approved	Spent (FY)	Approved	Spent (FY)	Approved	Spent (FY)	Approved	Spent (FY)	Approved	Spent	Approved	Spent	Proposed	Proposed
45500 LIBRARY														
101 WAGES - FULL TIME	85,937.00	90,309.00			92,248.00	98,294			101,899	69,547.12			124,000.00	
102 OVERTIME PAY		23.00												
103 PART-TIME LIBRARY AIDES	30,228.00	28,279.00			37,846.00	32,960			39,491	22,308.68			38,000.00	
121 EMPLOYER FICA EXPENSE - 7.65%	8,887.00	8,623.00			9,952.00	10,186			10,816	7,366.61			12,400.00	
122 PERA CONTRIBUTIONS - 7.5%	8,552.00	8,248.00			9,757.00	9,156			10,604	6,675.84			12,150.00	
131 EMPLOYER PAID HEALTH INS	20,412.00	11,536.00			12,500.00	4,629			12,875	4,457.6			12,348.00	
200 LIBRARY OFFICE SUPPLIES	2,200.00	1,032.00			2,400.00	1,522			2,000	585.77			1,100.00	
202 COPY MACHINE SUPPLIES														
203 COMPUTER PRINTER SUPPLIES	700.00	0.00			100.00	0			100	0			0.00	
211 CLEANING & SANITARY SUPPLIES	600.00	399.00			400.00	788			800	387.8			600.00	
220 PROGRAMMING SUPPLIES	2,800.00	2,514.00			3,000.00	4,022			3,000.00	4,724.95			3,000.00	
221 WINTER READING PROGRAM SUPPLIES		352.00												
310 OTHER CONTRACTED SERVICES	4,500.00	3,357.00			4,500.00	6,691			4,600	2065.17			4,000.00	
321 TELEPHONE-LIBRARY	1,800.00	1,693.00			1,800.00	1,647			1,800	949.04			1,800.00	
322 POSTAGE-LIBRARY	300.00	132.00			250.00	110			250	101.76			200.00	
331 TRAVEL EXPENSES	500.00	328.00			1,500.00	258			1,500	763.91			1,500.00	
350 PRINTING AND PUBLISHING	300.00	215.00			200.00	0			200	0			100.00	
360 INSURANCE AND BONDS	4,250.00	4,612.00			5,000.00	5,751			5,800				6,000.00	
381 UTILITIES - ELECTRIC	3,300.00	2,082.00			2,800.00	2,849			2,900	671.71			3,000.00	
382 UTILITIES - WATER/SEWER	400.00	369.00			400.00	403			400	200.55			450.00	
383 UTILITIES - GAS	1,200.00	890.00			1,200.00	1,267			1,000	747.03			1,300.00	
384 REFUSE DISPOSAL	120.00	120.00			120.00	120			120	70			120.00	
401 REPAIR/MAINT-BUILDINGS	400.00	12.00			400.00	555			600	4029.12			600.00	
404 REPAIR/MAINT-EQUIPMENT														
406 COMPUTER EXPENSES-LIBRARY (leasing)	4,145.00	4,145.00			4,145.00	4,920			4,920	4920			4,920.00	
414 LIMITED ACCESS LINE	25,000.00	17,531.00			22,500.00	17,835			22,500	12837.35			16,000.00	
415 RENTALS-OTHER EQUIPMENT	120.00	72.00			120.00	72			120	44			120.00	
430 MISCELLANEOUS														
434 LEGACY GRANT EXPENDITURES														
433 DUES & MEMBERSHIPS	195.00	168.00			500.00	176			400	912.41			1,000.00	
503 BOOKS PURCHASED CONTRIBUTION														
504 BOOKS - GRANT FUNDED		1,500.00								5651.43				
505 BOOKS, PERIODICALS	11,000.00	9,880.00			12,750.00	9,666			11,750	8281.51			10,750.00	
506 PROCESSING MATERIALS	1,200.00	1,273.00			1,200.00	1,189			1,200	1051.64			1,200.00	
570 OFFICE EQUIPMENT, FURNISH														
575 C.O. - COMPUTER EQUIPMENT														
580 CAP IMPROVEMENT ITEMS														
610 INTEREST EXPENSE	1,480.00	371.00			749.00	90			400				400.00	
GENERAL FUND	10,000.00				10,000.00				10,000				10,000.00	
TOTAL FUND 211 LIBRARY	230,526.00	200,065.00			238,337.00	215156			252,045	159351			267,058.00	

#3.7

RESOLUTION NO. 11-23-49

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

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

1. ESB Bank wishes to donate \$100.00 to the La Crescent Kayak Launch/Fishing Dock Project.
2. Marine Credit Union Foundation wishes to donate \$300.00 to the La Crescent Kayak Launch/Fishing Dock Project.
3. Crucifixion Cemetery Association wishes to donate \$100.00 to the La Crescent Fire Department.

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

ADOPTED this 27th day of November 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

#3.8



TO: Honorable Mayor and City Council Members
FROM: Chris Fortsch, Administrative Assistant *Chris*
DATE: November 22, 2023
RE: 2024 License Renewals

The City has received the attached 2024 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 2024.

La Crescent		2024 LICENSES RENEWALS - Updated 11.22.23													
BUSINESS	\$45.00	OFF-SALE	\$100.00	\$280.00	\$300.00	\$150.00	LIQUOR	ON SALE	\$200.00	\$45.00	\$500.00	\$150.00	\$50.00	REC'D/	
	CIGS	3.2	3.2	X	X	LIQUOR	OFF SALE	WINE	SUNDAY	INSTALLERS	SOLID	WASTE	TECHNICIAN	PAID	
Affeldt, Dawn / La Crescent Massage												X	X	11.21.23	
American Home Fireplace & Patio Inc										X				11.14.23	
B and C Plumbing and Heating Inc										X				11.14.23	
Bob's Appliance Service										X				11.6.23	
Corky's Restaurant Inc / Corky's Pizza				X	X									11.20.23	
DMV Enterprises LLC / La Crescent Wine & Spirits						X								11.22.23	
Haley Comfort Systems Inc										X				11.14.23	
Hengel Brothers Inc										X				11.14.23	
Kwik Trip Inc / Kwik Trip #437	X	X												11.14.23	
Kwik Trip Inc / Kwik Trip #614	X	X												11.14.23	
La Crescent Hotel Group LLC / Best Western Plus				X										11.17.23	
Midwest T.V. & Appliance LLC										X				11.15.23	
Mike Sherman Plumbing & Heating Inc										X				11.20.23	
M-V Enterprises Inc / Apple Village Liquor						X								11.22.23	
Niebuhr Plumbing & Heating										X				11.14.23	
Pump 4 Less Inc	X					X								11.13.23	
Quilins Inc	X	X												11.21.23	
Richard's Sanitation LLC											X			11.15.23	
Risch Heating & Air Conditioning										X				11.9.23	
Schmitz Ventures LLC / Schmitty's TimeOut Tavern						X	X	X	X					11.13.23	
Shorey Acres LLC / Swing Brige Pub							X							11.9.23	
Vogel, Jennifer													X	11.14.23	
Waste Management											X			11.20.23	
Winona Controls Inc										X				11.6.23	

#3.9



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: November 20th, 2023

Re: Lease Agreement with NCL Capital for Police EV Cruiser

Attached for review is the lease agreement between NCL Government Capital and the City of La Crescent for the lease of the Tesla Model Y. The vehicle will be used by the police department as a squad car. The city sustainability coordinator and city attorney will be in attendance to answer any questions. We recommend adoption of the lease agreement by the council.



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

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ☐ Tax-Exempt Master Lease/Purchase Agreement
 - ☐ Equipment Schedule
 - ☐ Amortization Schedule
 - ☐ Acceptance of Obligation
 - ☐ Payment Request and Equipment Acceptance Form
 - ☐ Signature Card
 - ☐ Lessee Acknowledgement
 - ☐ Certification of Authority
 - ☐ Lessee Resolution
 - ☐ Bank Qualification Addendum
 - ☐ Lease Payment Instructions
 - ☐ Request for Certificate of Insurance
 - ☐ 8038-GC
- Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Alex Jenkins

Enclosures

Tax-Exempt Master Lease/Purchase Agreement #16631, dated as of 10/20/2023,

Accepted by Lessor: Lease Servicing Center, Inc.
dba NCL Government Capital
510 22nd Avenue E, Ste 501
Alexandria, MN 56308

Agreed to by Lessee: City of La Crescent
315 Main Street
La Crescent, MN 55947

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____
Signature of Bill Waller

NAME: Bill Waller

TITLE: City Administrator

DATE: _____

AGREEMENT: This Master Lease/Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable schedule. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Equipment described in Equipment Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Equipment Schedule. This Tax-Exempt Master Lease / Purchase Agreement together with the Equipment Schedule shall be defined as the Agreement. In the event of conflict between the terms of the Lease and any other agreement, including but not limited to Invitations for Bid or Purchase Orders, the terms of the Lease shall control.

LEASE TERM: The Lease Term of the Equipment listed in the Equipment Schedule shall commence upon the date of acceptance of the Equipment by Lessee and continue for the time period set forth in the Equipment Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. The Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Equipment in the amounts, and on the dates specified, in the Equipment Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE EQUIPMENT SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF EQUIPMENT: All risk of loss to the Equipment shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and Equipment damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Equipment, sufficient to protect the full replacement value of the Equipment and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTERESTS: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Equipment, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes the Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Equipment throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Equipment, then, at the end of the Lease Term with respect to any item of Equipment, Lessor's interest in such Equipment shall terminate. Unless otherwise required by law, title to the Equipment shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Equipment will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the

federal government or for any personal, family or household use. Lessee's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Equipment by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Equipment, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Equipment (d) the acquisition, delivery, and acceptance of the Equipment, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Equipment by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Equipment to Lessor. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but lessee shall be responsible for the payment of damages in an amount equal to the portion of lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Equipment, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation. You understand that our assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claim, defenses, or setoffs that you may have against us. You agree that if we sell, assign, transfer this agreement, the new Lessor will have the same rights and benefits that we now have and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or set offs that you may have against us.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease payment or any other indebtedness or obligation now or hereafter owed by lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Equipment, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the Equipment, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement law as by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of lessee's rights hereunder as to any or all items of Equipment; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Equipment wherever found and for this purpose enter upon Lessee's premises where any item of Equipment is located and remove such item of Equipment free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Equipment; provided, however, that any proceeds from the disposition of the Equipment in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Equipment Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Equipment Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Equipment and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Equipment Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts; each shall be an original with all being the same instrument.

 SIGNER'S INITIALS (REQUIRED)

Establishment of Vendor Payable Account: On the date that the Lessor executed this Agreement, which is on or after the date that the Lessee executes this Agreement, Lessor agrees to (i) make available to Lessee an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Lessee's account, with a financial institution that Lessor selects that is acceptable to Lessee (including Lessor or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Municipal Schedule 001 in the Vendor Payable Account. Lessee hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in the Acceptance of Obligation attached hereto. Upon Lessee's delivery to Lessor of a Payment Request and Equipment Acceptance Form in the form set forth in the Payment Request and Equipment Acceptance Form attached hereto, Lessee authorizes Lessor to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Lessee. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Lessee. The authorized individual(s) designated by the Lessee must sign the Signature Card which will be kept in the possession of the Lessor.

Down Payment: Prior to the disbursement of any funds from the Vendor Payable Account, the Lessee must either (1) deposit all the down payment funds that the Lessee has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Lessee must provide written verification to the satisfaction of the Lessor that all the down payment funds Lessee has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Lessee are the down payment funds that were represented to the Lessor at the time this transaction was submitted for credit approval by the Lessee to the Lessor.

Disbursement upon Non-Appropriation or Default: If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Lessor and Lessee will have no interest therein.

Surplus Amount: Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

 SIGNER'S INTITALS (REQUIRED)

Equipment Schedule to Tax-Exempt Master Lease/Purchase Agreement #16631 Schedule #001

This **Equipment Schedule** is entered into pursuant to Tax-Exempt Master Lease/Purchase Agreement dated as of 10/20/2023 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Master Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Equipment Description. The Equipment subject to this Equipment Schedule is described as follows:

Quantity	Model No.	Description	Serial / VIN Numbers
(1)	Model Y	2023 Tesla Model Y	

*Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

3. Equipment Location: 315 Main Street, La Crescent, MN 55947
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the _____ day of each year in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto.

Payment No.	Payment Amount	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
48	\$1,365.43	See Amortization Schedule		

5. Expiration. Lessor, at its sole determination, may choose not to accept this Equipment Schedule if the fully executed, original Agreement (including this Equipment Schedule and all ancillary documents) are not received by Lessor at its place of business by 11/20/2023.
6. Equipment Cost. The total acquisition cost of the Equipment is \$53,360.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Schedule to be executed in their names by their duly authorized representatives.

LESSOR: Lease Servicing Center, Inc. dba
NCL Government Capital

SIGNATURE: _____

NAME: _____

TITLE: _____

LESSEE: City of La Crescent

SIGNATURE: _____

Signature of Bill Waller

NAME: Bill Waller

TITLE: City Administrator

Amortization Schedule**Amortization Schedule to Tax-Exempt Lease/Purchase Agreement #16631 Schedule #001****Equipment Cost: \$53,360.00**

Payment Number	Due Date	Payment Amount	Interest Portion	Principal Portion	Purchase Price
1	1/15/2024	\$1,365.43	\$1,112.45	\$252.98	N/A
2	2/15/2024	\$1,365.43	\$434.14	\$931.29	N/A
3	3/15/2024	\$1,365.43	\$426.53	\$938.90	N/A
4	4/15/2024	\$1,365.43	\$418.85	\$946.58	N/A
5	5/15/2024	\$1,365.43	\$411.12	\$954.31	N/A
6	6/15/2024	\$1,365.43	\$403.31	\$962.12	N/A
7	7/15/2024	\$1,365.43	\$395.45	\$969.98	N/A
8	8/15/2024	\$1,365.43	\$387.52	\$977.91	N/A
9	9/15/2024	\$1,365.43	\$379.52	\$985.91	N/A
10	10/15/2024	\$1,365.43	\$371.47	\$993.96	N/A
11	11/15/2024	\$1,365.43	\$363.34	\$1,002.09	N/A
12	12/15/2024	\$1,365.43	\$355.15	\$1,010.28	\$45,403.62
13	1/15/2025	\$1,365.43	\$346.89	\$1,018.54	\$44,313.80
14	2/15/2025	\$1,365.43	\$338.56	\$1,026.87	\$43,215.06
15	3/15/2025	\$1,365.43	\$330.17	\$1,035.26	\$42,107.34
16	4/15/2025	\$1,365.43	\$321.70	\$1,043.73	\$40,990.56
17	5/15/2025	\$1,365.43	\$313.17	\$1,052.26	\$39,864.65
18	6/15/2025	\$1,365.43	\$304.57	\$1,060.86	\$38,729.54
19	7/15/2025	\$1,365.43	\$295.90	\$1,069.53	\$37,585.15
20	8/15/2025	\$1,365.43	\$287.15	\$1,078.28	\$36,431.40
21	9/15/2025	\$1,365.43	\$278.34	\$1,087.09	\$35,268.23
22	10/15/2025	\$1,365.43	\$269.45	\$1,095.98	\$34,095.54
23	11/15/2025	\$1,365.43	\$260.49	\$1,104.94	\$32,913.27
24	12/15/2025	\$1,365.43	\$251.46	\$1,113.97	\$31,721.33
25	1/15/2026	\$1,365.43	\$242.35	\$1,123.08	\$30,519.65
26	2/15/2026	\$1,365.43	\$233.17	\$1,132.26	\$29,308.14
27	3/15/2026	\$1,365.43	\$223.92	\$1,141.51	\$28,086.73
28	4/15/2026	\$1,365.43	\$214.59	\$1,150.84	\$26,855.35
29	5/15/2026	\$1,365.43	\$205.18	\$1,160.25	\$25,613.89
30	6/15/2026	\$1,365.43	\$195.69	\$1,169.74	\$24,362.28
31	7/15/2026	\$1,365.43	\$186.13	\$1,179.30	\$23,100.44
32	8/15/2026	\$1,365.43	\$176.49	\$1,188.94	\$21,828.29
33	9/15/2026	\$1,365.43	\$166.77	\$1,198.66	\$20,545.73
34	10/15/2026	\$1,365.43	\$156.97	\$1,208.46	\$19,252.69
35	11/15/2026	\$1,365.43	\$147.09	\$1,218.34	\$17,949.08
36	12/15/2026	\$1,365.43	\$137.13	\$1,228.30	\$16,634.81
37	1/15/2027	\$1,365.43	\$127.09	\$1,238.34	\$15,309.80
38	2/15/2027	\$1,365.43	\$116.97	\$1,248.46	\$13,973.96
39	3/15/2027	\$1,365.43	\$106.76	\$1,258.67	\$12,627.20

40	4/15/2027	\$1,365.43	\$96.47	\$1,268.96	\$11,269.42
41	5/15/2027	\$1,365.43	\$86.10	\$1,279.33	\$9,900.55
42	6/15/2027	\$1,365.43	\$75.64	\$1,289.79	\$8,520.49
43	7/15/2027	\$1,365.43	\$65.10	\$1,300.33	\$7,129.15
44	8/15/2027	\$1,365.43	\$54.47	\$1,310.96	\$5,726.44
45	9/15/2027	\$1,365.43	\$43.75	\$1,321.68	\$4,312.25
46	10/15/2027	\$1,365.43	\$32.95	\$1,332.48	\$2,886.51
47	11/15/2027	\$1,365.43	\$22.05	\$1,343.38	\$1,449.11
48	12/15/2027	\$1,365.43	\$11.11	\$1,354.32	\$0.00

Signature: 

Signature of Bill Waller

Title: City Administrator

ACCEPTANCE OF OBLIGATION

TO COMMENCE CONTRACT PAYMENTS UNDER TAX-EXEMPT MASTER LEASE/PURCHASE AGREEMENT #16631 SCHEDULE 001

RE: Tax-Exempt Master Lease/Purchase Agreement #16631, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).


I, undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Acceptance of Obligation to commence Agreement Payments with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Schedule 001 has not been delivered, installed or available for use as of the Commencement date of this Agreement.
2. Lessee acknowledges that Lessor has agreed to deposit in to a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Schedule 001.
3. Lessee agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Lessee on the date of execution of the Agreement, Lessee hereby warrants that:

- A. Lessee's obligation to commence Agreement Payments as set forth in Schedule 001 is absolute and unconditional as of the Commencement Date and on each date set forth in Schedule 001 thereafter, subject to the terms and conditions of the Agreement;
- B. Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor the "Payment Request and Equipment Acceptance Form" in the form set forth attached to this Agreement;
- C. In the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Agreement occurs, then those amounts shall be applied as provided in the Tax-Exempt Master Lease/Purchase Agreement #16631.
- D. Regardless of whether Lessee delivers a final Payment Request and Equipment Acceptance Form, all Agreement Payments paid prior to delivery of all the Equipment shall be credited to Agreement Payments as they become due under the Agreement as set forth in Schedule 001.

City of La Crescent


Signature of Bill Waller

Bill Waller – City Administrator

Printed Name and Title

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Tax-Exempt Master Lease/Purchase Agreement #16631, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

In accordance with the Tax-Exempt Master Lease/Purchase Agreement #16631, by executing this Payment Request and Equipment Acceptance Form, the Lessee hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Lessee hereby represents and warrants for all proposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Agreement between Lessee and vendor.
2. Payment is to be made to: Payee: _____

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) Copy of the Agreement between Lessee and vendor (if requested by the Lessor), (3) Insurance Certificate (if applicable), (4) Front and Back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba NCL Government Capital and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form an attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under this Agreement, including, without limitation, the obligation of Lessee to make the Agreement Payments with respect thereto in a proportional amount of the total Agreement Payment.
4. No amount listed in this form was included in any such form previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the date of execution and delivery of the Agreement.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Lessee's specifications and accepted for all purposes.
7. That Lessor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Agreement in full force and effect. Furthermore, Lessee has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
8. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Agreement Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Agreement Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the governing body of Lessee to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: tgoetsch@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

City of La Crescent

Signature of Bill Waller

Bill Waller – City Administrator
Printed Name and Title

SIGNATURE CARD

RE: Tax-Exempt Master Lease/Purchase Agreement #16631, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of La Crescent.

City of La Crescent

Signature of Bill Waller

Bill Waller – City Administrator
Printed Name and Title

Signature of additional authorized individual (optional) of Lessee

Signature

Printed Name and Title

LESSEE ACKNOWLEDGEMENT

RE: Tax-Exempt Master Lease/Purchase Agreement #16631, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee).

Lessee hereby acknowledges that it has ordered or caused to be ordered the equipment that is in the subject of the above-mentioned Agreement.

Please complete the below information, attach another page if necessary

Vendor Name: Tesla

Equipment: 2023 Tesla Model Y

Cost of Equipment: \$53,360.00

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Lessee will immediately notify Lessor if any of the information listed above has changed.

CERTIFICATION OF AUTHORITY TO SIGN GOVERNMENTAL LEASE

Re: Tax-Exempt Master Lease/Purchase Agreement #16631 dated 10/20/2023
Between Lease Servicing Center, Inc. dba NCL Government Capital, Lessor
And City of La Crescent, Lessee
For Lease #16631 and all Schedules (The LEASE)

The undersigned hereby certifies that he/she has signed the LEASE; that he/she had, and continues to have, full power and authority to do so, and that he/she has followed all required administrative procedures and has complied with all legal or other provisions necessary to ensure that the LEASE is a legal and binding obligation of the LESSEE.

Date of this certification:

Lease Signatory: Signature

X

Signature of Bill Waller

Name

Bill Waller

Title

City Administrator

Attesting Official: Signature

X

Signature of Authorized Attesting Official

Name

Title

Please sign this document in the presence of a notary to confirm signatures. The notary may sign in the space below. If no notary is available each above signor may provide a photocopy of his/her driver's license. This is a legal document, which confirms your signatures and does NOT personally obligate you for the lease payments.

Signed before me on this day of ,2023.

X

Signature of Notary

(Stamp)

LESSEE RESOLUTION

Re: Tax-Exempt Master Lease/Purchase Agreement # 16631, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of La Crescent (Lessee) and Schedule #001 thereto.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Schedule #001 to the Tax-Exempt Master Lease/Purchase Agreement #16631, between City of La Crescent (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Vendor Payable Account, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of La Crescent is authorized to enter into the lease financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their 2023 Tesla Model Y from Tesla in the amount of \$53,360.00 with 48 monthly payments of \$1,365.43.

Authorized Individual(s): Bill Waller – City Administrator
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Bank Qualification to Tax-Exempt Lease/Purchase Agreement #16631

Bank Qualification. Lessee designates this Equipment Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Equipment Schedule was funded, in an amount not exceeding \$10,000,000. Lessee Initial here, only if Bank Qualification is applicable.

Acceptance Date

Signature of Bill Waller

Bill Waller

City Administrator

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

Does your PO# change annually? No ___ Yes ___

Processing time for new purchase orders: _____

REQUEST FOR CERTIFICATE OF INSURANCE

(THIS FORM IS PROVIDED FOR THE LESSEE TO APPROVE AND FORWARD TO OWNER)

TO: Customer's Insurance Agent

Description of item(s) to be insured:

Name of Agency:	X	2023 Tesla Model Y
Agent:	X	
Address:	X	
Phone Number:	X	
Fax Number:	X	

Insurable Value: \$53,360.00

We have entered into a Lease Agreement with Lease Servicing Center, Inc. dba NCL Government Capital and its assigns for the above described item(s). This is a "NET" Lease and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE. ALSO, \$1,000,000.00 OF LIABILITY COVERAGE IS REQUIRED FOR ALL MOTOR VEHICLES.

LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL AND ITS ASSIGNS

300 South Washington St

Redwood Falls, MN 56283

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named Additional Insured and Loss Payee by return mail and place it with the original insurance policy or endorsement within 30 days.

This Certificate should indicate the following: "It is agreed that Lease Servicing Center, Inc. dba NCL Government Capital and its assigns will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

*LEASE NUMBER: 16631

Phone # 320-763-7600

**Please reference the lease number (above)
on the Insurance Certificate. Also, fax &
mail the original to the fax number & address listed above*

City of La Crescent

315 Main Street

La Crescent, MN 55947

X

Signature of Bill Waller

City Administrator

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of La Crescent		2 Issuer's employer identification number (EIN) 4 1 6 0 0 5 2 9 1	
3 Number and street (or P.O. box if mail is not delivered to street address) 315 Main Street		Room/suite	
4 City, town, or post office, state, and ZIP code La Crescent, MN 55947		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Kara Tarrence - Finance Director		7 Telephone number of officer or legal representative 507-895-2069	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 53,360 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 10/20/2023	
9 Amount of the reported obligation(s) on line 8a that is:	9a 53,360 00
a For leases for vehicles	9b
b For leases for office equipment	9c
c For leases for real property	9d
d For leases for other (see instructions)	9e
e For bank loans for vehicles	9f
f For bank loans for office equipment	9g
g For bank loans for real property	9h
h For bank loans for other (see instructions)	9i
i Used to refund prior issue(s)	9j
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k
k Other	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: Lease Servicing Center, Inc. dba NCL Government Capital	
13 Vendor's or bank's employer identification number: 4 1 1 9 7 9 9 2 4	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative		Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ►	Firm's EIN ►		
	Firm's address ►	Phone no.		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An Issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010) for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

3.10

RESOLUTION 11-23-50
RESOLUTION MAKING SPECIAL LEVIES FOR
COLLECTION WITH REAL ESTATE TAXES PAYABLE IN THE
CALENDAR YEAR 2024

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

1. It is hereby found and determined and declared that the amounts set forth in a column at the right to be levied as a special assessment against the listed property and to be collected in the calendar year 2024 as provided by law.

HOUSTON CO. AUDITOR REF. NUMBER	PROPERTY OWNER	CITY ACCOUNT #	AMOUNT TO BE LEVIED IN 2024	CODE
25.0071000	TIPPETTS RENTALS, LLC	11102507	336.49	80
25.0071000	TIPPETTS RENTALS, LLC	11103523	504.92	80
25.0022000	TIPPETTS RENTALS, LLC	11101011	155.52	80
25.0022000	TIPPETTS RENTALS, LLC	11101012	112.41	80
25.1257003	BILL KISTLER	30301304	116.52	80
25.1257006	BILL KISTLER	30305504	83.76	80
25.1257006	BILL KISTLER	30306800	455.61	80
25.1266025	AMANDA KLOSS	31304901	427.68	80
25.0657000	JACQUELINE GERKE-EDWARDS	40119902	213.84	80
25.0640000	LEONARD GREENWOOD	INV 2894	1430.00	80
25.1064000	MARK MC ALEAR	INV 2893 & 3001 & 2986	825.00	80

ADOPTED this 27th day of November, 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.11



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bel*
DATE: November 21, 2023
RE: Personnel Committee Recommendations

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

1. That the City Council approve a conditional offer of employment to Kaleb Peterson as a Police Officer for the City of La Crescent, and that based on Mr. Peterson's experience in law enforcement that he start at step 2 in the union contract. A letter from the Police Chief regarding this recommendation is included.
2. That effective January 1, 2024, the rate of pay for members of the La Crescent Police Department Reserve Unit be increased from \$11.01 per hour to \$15 per hour. A letter from the Police Chief regarding this recommendation is included. The proposed 2024 general fund budget was adjusted in anticipation of an increase in 2024.



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



November 17, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Hiring Recommendation – Peace Officer (Patrol Officer)

On July 24th, 2023, I received approval by La Crescent City Council to advertise the open position of peace officer (Patrol Officer). In October, the open position was briefly taken down but the position was reopened and reposted on October 24th.

Since then, I have had one eligible candidate to apply for the open position. This candidate is Kaleb Peterson. After conclusion of interviews and background investigation, I would request the La Crescent City Council consider Mr. Peterson for the full-time Peace Officer position.


Mr. Peterson holds an active Minnesota Peace Officers Standards and Training (P.O.S.T) License, has just under a year of full-time peace officer experience with the La Crosse Police Department, Airport (Rochester, MN) Security Officer experience and holds an Associate's Degree in Law Enforcement. In addition, Mr. Peterson was a La Crescent Reserve Unit Officer from 2017-2022 achieving the rank of Sergeant.

I would respectfully request a conditional offer of employment be made upon the completion of a successful background investigation, psychological exam, physical and drug screen. The offer would be pursuant to the terms and conditions of the LELS Union contract, serving a twelve-month probationary period.

Additionally, I recommend, based on Mr. Peterson's qualifications and experience lateral entry to begin at step two (six steps) of the union contract.

Respectfully,




Apple Capital of Minnesota

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



November 2, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: La Crescent Police Reserve Unit Pay

Over the last several years, the police reserve unit has become a more active and integral component of our police department. Police reserve involvements are up to 84 incidents so far in 2023, compared to 57 total in 2022. These numbers include community policing activities, school events, open door checks, public assists, compliance checks, and more. The total number of involvements for 2023 is expected to surpass 100 before the end of the calendar year. The increased activity of the reserve unit reflects a growing need for supplemental law enforcement services provided by the police department which without a reserve unit would put additional strain on a department already hindered by a staffing shortage.

Until the last few years, the police reserve unit has not struggled to maintain staffing. Perspective officers looked at the position as a chance to improve their resume. To an extent this has changed because future officers no longer need to have a full resume due to the vast number of open positions available.

For these reasons, I believe it necessary to increase the hourly pay rate of reserve officers to \$15 per hour from the current rate of \$11.01 per hour. Although I recognize this is a substantial increase, it would make our reserve unit's salary competitive to similar jobs such as the La Crosse Police Department's Community Service Officers (starting pay \$18.80/hour). Being that many reserve officers over the years have been college students, it would also incentivize students to work shifts with the police department over other college jobs which typically pay \$15-\$20/hour.

Finally, another reason to increase pay and subsequently add additional staff is the reserve unit has historically been used to vet potential full time and part time job candidates. It gives individuals a chance to receive department specific training from certified instructors, learn the community, and experience what it is like to be a La Crescent Police Officer. Additionally, we may

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager

be able to expand reserve activities to included assisting officers with animal control, finger printing, parking and other ordinance violations, and incidents of the sorts.

Your support in this matter would be greatly appreciated as it would benefit the police department, the city, and individuals working on the unit as well. Please let me know of any questions or concerns at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Ahlschlager', with a stylized, flowing script.

Luke Ahlschlager

Chief of Police

#3.12



TO: Honorable Mayor and City Council Members
FROM: Angie Boettcher, Deputy Clerk
DATE: 11/20/2023
RE: Marketing and Promotional Agreement

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 term of these agreements would begin January 1, 2024, and end December 31, 2024.

MARKETING AND PROMOTIONAL AGREEMENT

THIS AND PROMOTIONAL AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2023 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, 2024 and shall terminate on December 31, 2024. 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 _____, 2023 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, 2024 and shall terminate on December 31, 2024. 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 _____, 2023 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, 2024 and shall terminate on December 31, 2024. 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: _____

EXHIBIT A

1. Workers' Compensation Insurance

The Company must provide Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Company shall also provide Employer's Liability Insurance with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Company from Workers' Compensation insurance, the Company must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Company from the Minnesota Workers' Compensation requirements.

2. Commercial General Liability Insurance

This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$1,000,000 – annual aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured.

3. Business Automobile Liability Insurance

The Company is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
- In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobiles.

4. Additional Insurance Conditions

- The Company's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Company's performance under the contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Company's policy limits to satisfy the full policy limits required by the contract.
- All insurance shall be provided on an occurrence basis and not on a claims-made basis.
- Any insurance limits in excess of the minimum limits shall be available to the City.
- All policies shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under the contract.
- Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Company to provide proof of ability to pay losses and related expenses within the deductible and retention.
- The Company is required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- The Company's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Company shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and authorized to do business in the State of Minnesota, or as approved by the City.
- The City reserves the right to immediately terminate the contract if the Company is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Company.
- All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.
- The City's failure to approve or disapprove the Company's policies or certificates shall not relieve the Company of full responsibility to maintain the required insurance.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Company under the contract.

explore
LA CROSSE

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LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

October 17, 2023– 8:00 a.m.

Board Members:

Present: Pat Stephens, Patrick Barlow, Chris Roderique, Dan Stevens, Jen Burch, Nathan Franklin, Stephen Cohen, Cherryl Jostad, Jay Patel, Dan Kapanke, Pete Boese, John Anderson, Leonardo Silva, Vicki Markussen, Barb Janssen,

Ashley Santolin, Elizabeth Poh, Beth Franklin, Brian Meeter, Mary Larson

Excused: Dave Ring, Kalynn Kruger, Ryan Johnson, Dan Wick, Brody Meier, Valerie Erickson, Pamela Maas, Debbie Hosch, Jay Odegard, Neal Zygarlicke

Absent:

Others present:

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

PROCEEDINGS:

J. Burch brought the meeting to order at 8:03 a.m.

INTRODUCTIONS:

Welcome Leo Silva-La Crosse County Board and John Anderson-Best Western Plus, La Crescent

Consent Items:

Board minutes-September 2023; Financial Committee Minutes October 2023, September 2023 Statements, and Community Updates.

MOTION: To approve the Board minutes August 2023; Financial Committee Minutes September 2023, August 2023 Statements, and Community Updates. (P. Stephens, P. Barlow) Carried.

EXECUTIVE DIRECTOR REPORT:

-The Bluff to Bluff Trolley Experience sold out this past month.

-Erik will attend the La Crosse Chamber's Oktoberfest in the Capital on October 11th. The September 1st school start date will be a high priority of discussion.

-Ben and AJ attended the Minnesota Association of Convention & Visitors Bureaus Fall Conference on October 5&6. They were both happy with the sessions that were offered and brought back some ideas to work on at the office. They held an open forum at the conference, and both felt it was beneficial to hear from other CVBs from around the state.

-AJ gave his annual presentation to the City of La Crescent on September 25th. AJ was very appreciative of Cherryl's comments of support made at that meeting.

-Since finding out that Travel Wisconsin will not be having a booth at the popular Adventure and Travel Show in Chicago, AJ reached out to partners from the west side of the state, including the Great River Road, Prairie du Chien, and Trempealeau to see their interest in going in together to have a booth at the show representing our area. He will be following up with them to see who is interested. We will for sure have a booth regardless.

-A thank you to Haleigh for her hard work in gathering the information to complete the M&C JEM Grant recap submission. The grant total received came to \$29,622.

-We promoted Iris Dishno to Media and Content Manager. She is very deserving of this promotion.

-The staff is wrapping things up with their 2024 department budgets and are due to Michelle by October 18.

-We received the quotes for the 2024 Visitors Guides, and we will be going with CPC for the printing.

-We met with the Ripe group to review the software they offer. Along with tracking information regarding bookings, the software would allow us to link to events and festivals as a booking engine.

COMMITTEE REPORTS:

Membership- Reports were distributed. Revenue for the month of September is \$2,335 budgeted for \$5,500. The next meeting will be held in December.

Grants- Reports were distributed. Thus far \$63,300 has been awarded in grants. The next meeting will be held in December.

Convention/Sales- There was no meeting held this month.

Marketing/Media- The next meeting is scheduled for October 26th.

Belonging and Mattering Committee-Jen Burch is chairing the committee. The first meeting went well, the focus was on the mission and vision statement of the committee.

OLD BUSINESS:

-2024 Budget Update-La Crosse Room Tax meeting is set for October 23rd, and AJ will be in attendance.

-2022 Audit Update-AJ spoke with Jay and he has confirmed he signed off on the La Crosse Center's audit on October 3rd. We should have everything we need then at this time to file the LCCVB audit.

-West Salem Board Seat-AmericInn owner, Ravi Chaudhari will fill Stephen Cohen's board seat in 2024.

NEW BUSINESS:

-Sales Reports-the newly created sales reports are included in the board packet for review.

-Trolley-information regarding the purchase of a trolley is included in the board packet for review.

MOTION: to authorize AJ to purchase a trolley for Explore La Crosse, not to exceed the amount of \$53,000, if the trolley sold by Door County Trolley Company is inspected, and the quality of the vehicle is satisfactory to the needs of Explore La Crosse. (N. Franklin, D. Kapanke) Carried.

-November Meeting Date-the November Board meeting date has been moved to November 14, 2023

-Holiday Gathering in December-AJ asked the board if they would be interested in resuming the holiday gatherings again. He will look for dates in December 2023 and send out an invite.

Presentation-Jeremiah Burish, Director of Sports Sales

MOTION: to adjourn at 9:42 am. (D. Kapanke, P. Stephens) Carried.

Next Board Meeting Tuesday, November 14 at 8:00am

Respectfully submitted, Michelle Hoch



**La Crosse County Convention & Visitors Bureau
Board Meeting
Explore La Crosse Office
123 7th Street South
Tuesday, November 14, 2023
8:00 a.m.**

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

Ad Hoc: Mary Larson (DMI), Beth Franklin (La Crosse Chamber), Jay Odegard (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. Review of 2022 Audit**
- 3. Consent Items**
 - a. Board Minutes**
October 2023
 - b. Financial Committee**
Minutes – November 2023
Statements – October 2023
 - c. Community Updates**
- 4. Executive Director's Report – A.J. Frels**
- 5. Committees**
 - a. Membership - Pat Stephens
 - b. Grants - Pat Stephens
 - c. Convention/Sales - Dan Wick
 - d. Marketing/Media - Jay Patel
 - e. Belonging and Mattering Committee – Jen Burch
 - f. Nomination Committee – Ryan Johnson

6. Old Business

- a. 2024 Budget Update
- b. Trolley Update
- c. West Salem Board Seat
- d. Holiday Party on December 14, 5:30 – 7:30 p.m. (Drugan's Castle Mound)

7. New Business

- a. CD Maturing on 12/4/23
- b. Holiday Train 12/5/2023
- c. 2024 Board Member Contact Sheet
- d. 2024 Committees
- e. 2024 Meeting Schedule
- f. La Crosse County Funding
- g. Golf Cart Information
- h. Staff Holiday Bonuses

8. Adjournment

No December Board Meeting

Next board meeting – Tuesday, January 16, 2024, at 8:00 a.m. at the LCCVB Office at 123 7th Street South, La Crosse.