

**CITY OF LA CRESCENT**  
**AGENDA**  
**REGULAR MEETING**  
**LA CRESCENT CITY HALL**  
**315 MAIN STREET**  
**DECEMBER 19, 2022**  
**5:30 P.M.**

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

**1. CONSENT AGENDA**

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

- 1.1 MINUTES – DECEMBER 12, 2022
- 1.2 BILLS PAYABLE THROUGH DECEMBER 16, 2022
- 1.3
- 1.4

**2. PUBLIC HEARING/MEETING**

**3. ITEMS FOR CONSIDERATION**

- 3.1 OUTDOOR PERFORMANCE VENUE PROJECT
- 3.2 AGENDA REQUEST – GENE GRANT
- 3.3 REVIEW 2022 STREET IMPROVEMENT PROJECT
- 3.4 APPLEFEST MONUMENT
- 3.5 EMPLOYEE EVENT
- 3.6 DONATION RESOLUTIONS
- 3.7 2023 PROFESSIONAL SERVICE AGREEMENTS
- 3.8 2023 FEE SCHEDULE UPDATES
- 3.9 AUTHORIZE CAPITAL EXPENDITURES
- 3.10
- 3.11
- 3.12

**CITY OF LA CRESCENT**  
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**DECEMBER 19, 2022**  
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**4. UNFINISHED BUSINESS**

4.1

**5. MAYOR'S COMMENTS**

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE UPDATES**

6.1

6.2

6.3

**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  
DECEMBER 12, 2022

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of December was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, December 12th, 2022.

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, Deputy City Clerk Angie Boettcher, City Engineer Tim Hruska, and Sustainability Coordinator Jason Ludwigson.

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 – NOVEMBER 28, 2022
- 1.2 BILLS PAYABLE THROUGH DECEMBER 9, 2022
- 1.3
- 1.4

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. Deputy City Clerk Boettcher made the following requested change to the November 28<sup>th</sup> minutes: **Corrected a typo under Item 3.10 #1, second to last bullet point which instead of reading .0% should have read 4.0% in 2023.**

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

**A MOTION TO APPROVE THE CONSENT AGENDA WITH THE REQUESTED CORRECTION TO ITEM 3.10 #1, SECOND TO LAST BULLET POINT TO READ 4.0% IN 2023 AS OPPOSED TO .0%.**

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

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



Dale Williams	Yes
Mike Poellinger	Yes

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

### **ITEM 3.1 – ENGINEERING AGREEMENT – APPLE BLOSSOM POINTE**

City Engineer Hruska reviewed with City Council the recommendation to approve WHKS to do a feasibility study on the Apple Blossom Pointe subdivision roads in the amount of \$7,500.00. The study would include eight soil borings to five feet of depth. This will provide geotechnical data on the subgrade of the road and provide recommendations on construction techniques and materials to build the road to City standards. The study will also include expected construction costs. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson as follows:

**MOTION TO APPROVE ATTORNEY WIESER TO PREPARE AN AGREEMENT WITH THE APPLE BLOSSOM POINTE HOMEOWNERS ASSOCIATION TO ALLOW THE CITY TO ACCESS THE PRIVATE ROADS TO CONDUCT TESTING AND PROPOSE A COST-SHARE ARRANGEMENT FOR THE COST OF THE FEASIBILITY STUDY. THE AGREEMENT WILL BE PRESENTED AT A JANUARY 2023 CITY COUNCIL MEETING.**

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

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

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

### **ITEM 3.2 – WIESER PARK PRELIMINARY ENGINEERING REPORT**

City Engineer Hruska reviewed with City Council the Wieser Park feasibility report. The scope of the feasibility report includes a summary of the existing conditions, recommendations for park improvements, preliminary hydraulic analysis with a stormwater treatment design, a finished floor elevation for the proposed shelter, an opinion of probable construction costs, and an anticipated schedule. The City Engineer will be reviewing the Horse Track Meadows North Preliminary Plat for the purpose of expanding the existing stormwater infrastructure to accommodate the stormwater from Wieser Park. This item was informational only, no action required.

### **ITEM 3.3 – CITY PARK IMPROVEMENTS ENGINEERING REPORT**

City Engineer Hruska reviewed with City Council the feasibility report for installing a parking lot along 7<sup>th</sup> Street by the south trail entrance to Stoney Point and paving the Old Hickory Park parking lot. This item



was informational only, no action required.

#### **ITEM 3.4 – REVIEW NORTH 4TH STREET/HIGHWAY INTERSECTION**

City Engineer Hruska reviewed with City Council the results of the meeting between City Staff and MnDOT Traffic Engineers regarding the North 4<sup>th</sup> Street/Highway intersection. This was informational only, no action required.

#### **ITEM 3.5 – CLIMATE RESILIENCY GRANT**

City Sustainability Coordinator Ludwigson reviewed with City Council the Climate Resiliency Grant in the amount of \$89,845.45 which was awarded from the Minnesota Pollution Control Agency to study stormwater resilience. The grant will enable the city to inventory stormwater structures, frequency of flooding, local impacts, and other areas that need improvements to increase stormwater resilience. This item was informational only, no action required.

#### **ITEM 2 – PUBLIC HEARING/MEETING**

##### **6:00 ANNUAL STORMWATER MEETING**

Mayor Poellinger recessed the regular Council Meeting at 6:00 for the Public Annual Stormwater Meeting.

City Engineer Hruska and City Sustainability Coordinator Ludwigson were in attendance to conduct the City's annual stormwater meeting. The review included the National Pollutant Discharge Elimination System (NPDES) permit requirements, City's Public Education, Outreach, and Public Involvement Program which included the City's Stormwater Pollution Prevention Program (SWPPP). The public meeting satisfies one of the requirements of the public participation/involvement sections of the stormwater permit.

City Resident Greg Husmann commented on Houston County's use of sand on County roads within the City of La Crescent.

Mayor Poellinger closed the Public Meeting and resumed the regular Council Meeting.

#### **ITEM 3.6 – LA CROSSE URBAN STORMWATER GROUP AGREEMENT**

City Sustainability Coordinator Ludwigson reviewed with City Council a cooperative agreement for the City of La Crescent to enter into the La Crosse Waters Urban Storm Water Group (LUGS). The city has been a part of the LUGS group since 2019. This is a three-year agreement commencing on January 1, 2023 and continuing through December 31<sup>st</sup>, 2026. The annual commitment is based on population and divided among the 10 municipalities that belong to the group. The City of La Crescents' annual commitment is \$1,409. The LUGS agreement includes a number of programs intended to educate the public about the need to reduce stormwater pollution. This agreement will help La Crescent meet the requirements of Best Management Practices (BMPs) for the Municipal Separate Storm Sewer Systems (MS4) program and

public education/outreach. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams, as follows:

**MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND THE LA CROSSE WATERS URBAN STORM WATER GROUP (LUGS) AT A COST OF \$1,409 ANNUALLY BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2026.**

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

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

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

**ITEM 3.7 – MnDOT TRANSPORTATION ALTERNATIVE RESOLUTIONS**

City Sustainability Coordinator Ludwigson reviewed with City Council a letter of intent to MnDOT for the Greater Minnesota Transportation Alternatives grant program for funding eight Safe Routes to School improvement projects. The eight projects are identified in the Safe Routes to School plan adopted in 2020. The funding available through this solicitation is for project construction in the fiscal year 2027. Staff is requesting approval of two resolutions supporting the project and application for the Transportation Alternatives projects.

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

**RESOLUTION NO. 12-22-44**

**A RESOLUTION FOR THE CITY OF LA CRESCENT TO SPONSOR  
THE SAFE ROUTES TO SCHOOL PROJECT**

Be it resolved that the City of La Crescent agrees to act as sponsoring agency for the project identified as Safe Routes to School seeking Federal Highway Funds and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules, and regulations.

Be it further resolved that Jason Ludwigson is hereby authorized to act as agent on behalf of the City of La Crescent.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the City of La Crescent on this 12<sup>th</sup> day of December 2022.

SIGNED:

WITNESSED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

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

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

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

**RESOLUTION NO. 12-22-45**

**A RESOLUTION FOR THE CITY OF LA CRESCENT TO MAINTAIN  
THE SAFE ROUTES TO SCHOOL PROJECT**



**WHEREAS,** The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

**WHEREAS,** Transportation Alternatives projects receive federal funding; and

**WHEREAS,** the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

**WHEREAS,** the City of La Crescent is the sponsoring agency for the transportation alternatives project identified as Safe Routes to School.

**THEREFORE BE IT RESOLVED THAT:** the City of La Crescent hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the City of La Crescent on this 12th day of December 2022.

SIGNED:

WITNESSED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes

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

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

### **ITEM 3.8 – 2023 STREET PROJECT ENGINEERING AGREEMENT**

City Engineer Hruska reviewed with City Council the engineering agreement for the proposed 2023 street improvement project with estimated project costs included. It was recommended that City Council approve the engineering agreement, contingent upon grant approval of the Active Transportation Infrastructure Grant. Approval of the engineering agreement at this time with that contingency may provide the City Engineer some additional time to work on the project. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

#### **MOTION TO APPROVE THE PROPOSED 2023 STREET IMPROVEMENT PROJECT ENGINEERING AGREEMENT CONTINGENT UPON GRANT APPROVAL OF THE ACTIVE TRANSPORTATION INFRASTRUCTURE GRANT.**

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

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

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

### **ITEM 3.9 – CITY COUNCIL RULES AMENDMENT – USE OF ZOOM**

City resident Greg Watson spoke via Zoom requesting that City Council not vote in favor of the proposed amendment to the City Council Organizational Resolution regarding the use of interactive technology during City Council Meetings.

City Council reviewed a proposed amendment to Resolution 02-13-03 establishing rules for the organization and procedure of the City Council of the City of La Crescent involving the use of Interactive Technology during City Council meetings Subd. 8. as follows:

Subd. 8. Interactive Technology. The City Council may broadcast their meeting(s) through Interactive technology and allow the observation of public meetings. Interactive technology will not be used by the City Council for accepting public comment or testimony. This subdivision does not apply to employees, appointed officers, or consultants of the City.



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

**MOTION TO APPROVE THE AMENDMENT TO RESOLUTION 02-13-03 ESTABLISHING RULES FOR THE ORGANIZATION AND PROCEDURE OF THE CITY COUNCIL OF THE CITY OF LA CRESCENT INVOLVING THE USE OF INTERACTIVE TECHNOLOGY DURING CITY COUNCIL MEETINGS SUBD. 8. AS PRESENTED.**

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

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

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

**ITEM 3.10 – ANNUAL NEWSPAPER REVIEW**

City Attorney Wieser reviewed with City Council in anticipation of the Council's annual meeting in January 2023 the annual newspaper appointment. On August 1, 2022 a new law was passed attempting to modernize requirements for newspapers. These changes involve electronic updates and qualifications for newspaper criteria. The term "publish" now includes both print edition and e-edition as a qualified newspaper. The new statute also removes the minimum circulation requirements and instead requires that the newspaper "be of general circulation in the area to which public notice is directed or where there is a reasonable likelihood that the person to whom it is directed will become aware of the notice." Minn. Stat. § 331A.02 subd. 1(d). Further, the definition of "general circulation" has been changed to mean that a newspaper distributes more than a nominal percentage of its total print circulation in a particular geographic area. Currently, the Houston County News circulates 3,477 copies to the 55947 zip code and the Caledonia Argus circulates sixty (60) papers to La Crescent each week. This was informational only, no action required.

**ITEM 3.11 – ACCEPT PROPERTY DEED**

City Attorney reviewed with City Council for acceptance of a Quit Claim Deed from the Estate of Bernard J. Eden to the City of La Crescent. The Eden Property is in the process of being sold and a survey was completed showing that the deed to the Eden Farm contained a small portion of land on the southerly side of North Pine Creek Road. The Personal Representative to the Eden Estate is willing to deed this to the City to clean up any title/boundary issues. The area in question is on the north side of the first green where the existing golf cart path is located at Pine Creek Golf Course. A map showing the area was attached. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:



**MOTION TO ACCEPT THE QUIT CLAIM DEED FROM THE ESTATE OF BERNARD J. EDEN TO THE CITY OF LA CRESCENT FOR THE LAND LOCATED ON THE NORTH SIDE OF THE FIRST GREEN WHERE THE EXISTING CART PATH IS LOCATED AT PINE CREEK GOLF COURSE.**

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 3.12 – COMMITTEE APPOINTMENT**

City Council reviewed a request to appoint Marge Loch-Wouters to serve on the City's Natural Resource Advisory Group. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

**MOTION TO APPOINT MARGE LOCH-WOUTERS TO SERVE ON THE CITY'S NATURAL RESOURCE ADVISORY GROUP.**

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 3.13 – PERSONNEL COMMITTEE RECOMMENDATIONS**

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

1. A tentative agreement has been reached with the Operating Engineers Union (Golf Course Employees) on a three-year contract that covers the years 2023-2025. The agreement includes an increase in the shoe allowance from \$125 per year to \$200 per year; an increase in the cost-of-living allowance from \$325 per month to \$400 per month; and a wage increase of 4% in 2023, 4% in 2024, and 4% in 2025.

2. That effective January 1, 2023, the Police Chief's hourly rate of pay be increased from an additional \$1.50 per hour to \$3.00 per hour for acquiring and maintaining a first responder/cpr certificate and defibrillator and Narcon certification. This is the same benefit that is extended to each member of the Police Department.

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

**MOTION TO APPROVE THE THREE- YEAR OPERTATING ENGINEERS UNION CONTRACT FROM 2023-2025. INCLUDING AN INCREASE IN THE SHOE ALLOWANCE FROM \$125 PER YEAR TO \$200 PER YEAR; AN INCREASE IN THE COST-OF-LIVING ALLOWANCE FROM \$325 PER MONTH TO \$400 PER MONTH; AND A WAGE INCREASE OF 4% IN 2023, 4% IN 2024, AND 4% IN 2025.**

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

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

Member Jostad voted against the same. The motion was declared duly carried by a 4-1 vote.

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

**MOTION TO APPROVE EFFECTIVE JANUARY 1, 2023, THE POLICE CHIEF'S HOURLY RATE OF PAY BE INCREASED FROM AN ADDITIONAL \$1.50 PER HOUR TO \$3.00 PER HOUR FOR ACQUIRING AND MAINTAINING A FIRST RESPONDER/CPR CERTIFICATE AND DEFIBRILLATOR AND NARCAN CERTIFICATION WHICH IS THE SAME BENEFIT EXTENDED TO EACH MEMBER OF THE POLICE DEPARTMENT.**

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 3.14 – DONATION RESOLUTIONS**

City Council reviewed two Resolutions regarding the acceptance of donations to the City for the month of November 2022. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

**RESOLUTION NO. 11-22-46**

**RESOLUTION ACCEPTING DONATIONS MADE TO THE  
CITY OF LA CRESCENT IN NOVEMBER 2022**

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

WHEREAS, the following donations were made to the City of La Crescent in the month of November, 2022:

1. Mary Liebsch 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 12th day of December, 2022.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy Clerk

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes



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

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

Following review and discussion Member O'Donnell-Ebner introduced the following Resolution and moved its passage and adoption as follows:

**RESOLUTION NO. 11-22-47**

**RESOLUTION ACCEPTING DONATIONS MADE TO THE  
CITY OF LA CRESCENT IN DECEMBER 2022**

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

WHEREAS, the following donations were made to La Crescent in the month of December 2022 to the Wieser Memorial Park Improvement Project to be used for the specific purpose of improvements to the park shelter and bathroom facilities:

1. Chandler Lamke wishes to donate \$2500.00
2. Amy Wieser wishes to donate \$500.00
3. Caitlin and Nathan Delarwelle wish to donate \$500.00
4. An Anonymous donor wishes to donate \$15,000.00
5. McCormick Funeral Home wishes to donate \$25,000.00
6. Ed and Ruth Wieser wish to donate \$1,500.00
7. Steven Wieser wishes to donate \$500.00
8. Paul and Jackie McCormick wish to donate \$500.00
9. Kimberly and Matthew Stryker wish to donate \$100.00
10. Duane and Kathleen Undeland wish to donate \$3,000.00
11. Mark and Elizabeth Dokken wish to donate \$5,000.00
12. Michelle Maurer wishes to donate \$500.00

13. Matthew and Tonia Locher wish to donate \$300.00

14. Eugen and Rosemary Feuerhelm wish to donate \$1,000.00

15. Joshua and Kathleen Bailey wish to donate \$200.00

16. Home Federal Savings Bank Donor Advised Fund wishes to donate \$5,000.00

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

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

ADOPTED this 12th day of December, 2022.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

### **ITEM 3.15 – 2023 LICENSE RENEWALS**

City Council reviewed a list of proposed license renewals for 2023. The applications appear to be in order, and it was recommended to City Council to approve the license renewal applications. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson as follows:

**MOTION TO APPROVE THE PRESENTED LIST OF LICENSE RENEWALS FOR 2023 FOR THE FOLLOWING:**

**CIGARETTE – PUMP 4 LESS/SOUTHSIDE CORNER**

**GAS INSTALLERS – CARY HEATING; HENGEL BROTHERS, INC.; PAULS HEATING & AIR CONDITIONING; PRIME SOURCE PLUMBING & HEATING CORP.**

**LIQUOR – OFF SALE – APPLE VILLAGE LIQUOR; LA CRESCENT WINE AND SPIRITS; PUMP 4 LESS/SOUTHSIDE CORNER; SWING BRIDGE PUB**

**LIQUOR – ON SALE – SWING BRIDGE PUB**

**LIQUOR – SUNDAY – SWING BRIDGE PUB**

**SOLID WASTE – HARTER’S QUICK CLEAN-UP; HILLTOPPER REFUSE & RECYCLING SERVICE, INC.**

**MASSAGE BUSINESS – LA CRESCENT MASSAGE; THE SPIRITED MEDIUM, LLC.**

**MASSAGE TECHNICIAN – LA CRESCENT MASSAGE; THE SPIRITED MEDIUM, LLC.**

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.

**9. CHAMBER OF COMMERCE**

Chamber of Commerce representative, Jon Wilson was in attendance and gave the City Council an update.

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

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



Dale Williams	Yes
Mike Poellinger	Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:45 PM.

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

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

#1.2



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *BW*  
DATE: December 15, 2022  
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending December 15, 2022. 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
<b>AMAZON CAPITAL SERVICES</b>						
11MP-CQXR-619	CITY HALL - ITEMS FOR WOMENS RESTROOM	12/02/2022	205.39	.00		
14W1-WMN1-VM	CITY HALL - COFFEE CUPS	12/02/2022	32.89	.00		
1X63-YT4J-1V6F	LIBRARY - PROGRAM SUPPLIES	12/07/2022	12.99	.00		
Total 9956:			251.27	.00		
<b>ASBESTROL, INC.</b>						
9534	ASBESTOS INSPECTION - 332 S 1ST	12/13/2022	941.20	.00		
Total 10064:			941.20	.00		
<b>AT&amp;T MOBILITY</b>						
11/22 FIRE	FD - WIRELESS	11/30/2022	100.22	.00		
Total 9870:			100.22	.00		
<b>CINTAS CORPORATION</b>						
4136538536	GC - CLEANING	11/07/2022	36.66	.00		
4136538688	CITY HALL - CLEANING	11/07/2022	63.99	.00		
4138030363	CITY HALL - CLEANING	11/21/2022	63.99	.00		
Total 9696:			164.64	.00		
<b>CITY TREASURER'S OFFICE</b>						
187434 - NOV 20	WASTEWATER TO LACROSSE	11/30/2022	19,651.06	.00		
Total 1086:			19,651.06	.00		
<b>CORKY'S PIZZA &amp; ICE CREAM</b>						
11/09/22 - ELECT	FOOD FOR ELECTION JUDGES	11/09/2022	247.76	.00		
12/07/22	FOOD FOR PROJECT REVIEW MEETING	12/07/2022	50.80	.00		
12/08/22	PD - ANNUAL RESERVE MEETING	12/08/2022	74.70	.00		
12/14/22	FD - FIRE COOPERATIVE MEETING	12/14/2022	47.80	.00		
Total 241:			421.06	.00		
<b>CULLIGAN WATER CONDITIONING</b>						
285X20660902	PD - WATER COOLER RENTAL	11/30/2022	39.95	.00		
285X20660902	CITY HALL - WATER COOLER RENTAL	11/30/2022	39.95	.00		
285X20660902	MAINT - WATER COOLER RENTAL	11/30/2022	39.95	.00		
285X20684308	FD - WATER COOLER RENTAL	11/30/2022	39.95	.00		
Total 231:			159.80	.00		
<b>DAVY LABORATORIES</b>						
22L0149	WATER - TESTING	12/09/2022	96.30	.00		
Total 312:			96.30	.00		
<b>DEMCO INC</b>						
7225985	LIBRARY - PROCESSING MATERIALS	12/01/2022	138.57	.00		
Total 316:			138.57	.00		
<b>E O JOHNSON CO.</b>						
INV1249946	QTRLY COMPUTER SUPPORT - STREETS	12/09/2022	506.76	.00		



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
INV1249946	QTRLY COMPUTER SUPPORT - B & Z	12/09/2022	506.76	.00		
INV1249946	QTRLY COMPUTER SUPPORT - CLERK	12/09/2022	506.76	.00		
INV1249946	QTRLY COMPUTER SUPPORT - WATER	12/09/2022	2,153.73	.00		
INV1249946	QTRLY COMPUTER SUPPORT - LIC BUR	12/09/2022	1,266.90	.00		
INV1249946	QTRLY COMPUTER SUPPORT - SEWER	12/09/2022	2,153.73	.00		
INV1249946	QTRLY COMPUTER SUPPORT - PUB WORKS	12/09/2022	506.76	.00		
INV1249946	QTRLY COMPUTER SUPPORT - POLICE	12/09/2022	506.76	.00		
INV1249946	QTRLY COMPUTER SUPPORT - GC	12/09/2022	1,013.52	.00		
INV1249946	QTRLY COMPUTER SUPPORT - FIRE	12/09/2022	3,547.32	.00		
INV1249947	DUO AUTHEINITCATION - B & Z	12/09/2022	10.60	.00		
INV1249947	DUO AUTHEINITCATION - GC	12/09/2022	26.50	.00		
INV1249947	DUO AUTHEINITCATION - POLICE	12/09/2022	68.90	.00		
INV1249947	DUO AUTHEINITCATION - SEWER	12/09/2022	10.60	.00		
INV1249947	DUO AUTHEINITCATION - WATER	12/09/2022	10.60	.00		
INV1249947	DUO AUTHEINITCATION - FIRE	12/09/2022	45.05	.00		
INV1249947	DUO AUTHEINITCATION - LIC BUR	12/09/2022	45.05	.00		
INV1249947	DUO AUTHEINITCATION - PUBLIC WORKS	12/09/2022	10.60	.00		
INV1249947	DUO AUTHEINITCATION - STREETS	12/09/2022	10.60	.00		
INV1249947	DUO AUTHEINITCATION - CLERK	12/09/2022	26.50	.00		
INV1249948	OFFICE 365	12/09/2022	200.00	.00		
Total 8614:			13,134.00	.00		
<b>E O JOHNSON CO INC - LEASE</b>						
A1520024000122	NEWSLETTER PRINTING	12/14/2022	53.43	.00		
Total 9397:			53.43	.00		
<b>ESB BANKING &amp; INSURANCE</b>						
12/9/22 BURKE	BURKE NSF - COLLECTED BY POLICE DEPT.	12/09/2022	979.00	979.00	12/12/2022	
Total 10062:			979.00	979.00		
<b>HAWKINS INC.</b>						
6357073	WATER PLANT - CHEMICALS	12/13/2022	4,401.95	.00		
Total 512:			4,401.95	.00		
<b>HOKAH CO-OP OIL ASSOCIATION</b>						
14241	GC- LP REFILL	12/02/2022	1,037.93	1,037.93	12/12/2022	
Total 715:			1,037.93	1,037.93		
<b>HOUSTON COUNTY POSSE</b>						
2022 PARADE-1	PD - APPLEFEST ASSISTAINCE	09/18/2022	92.97	92.97	12/13/2022	
Total 10063:			92.97	92.97		
<b>IDEAL CRANE RENTAL</b>						
452464	RENT - LIFT FOR CHRISTMAS LIGHTS	11/22/2022	607.05	.00		
Total 9445:			607.05	.00		
<b>LA CRESCENT ACE HARDWARE</b>						
11/22 STMT	GC - BUILDING REPAIR	11/30/2022	10.99	.00		
11/22 STMT	FD - PAGER CHARGERS	11/30/2022	31.57	.00		
11/22 STMT	ELECTION OPERATING SUPPLIES	11/30/2022	93.94	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
11/22 STMT	SHOP TOOLS	11/30/2022	7.99	.00		
11/22 STMT	SHOP TOOLS	11/30/2022	1.59	.00		
11/22 STMT	PARKS - BLDG MAINT	11/30/2022	.82	.00		
11/22 STMT	WATER DEPT - SHOVEL	11/30/2022	59.99	.00		
11/22 STMT	CHRISTMAS LIGHTS	11/30/2022	38.36	.00		
11/22 STMT	PARKS - WINTERIZE LAWNMOWER	11/30/2022	79.99	.00		
11/22 STMT	SHOP TOOLS	11/30/2022	9.99	.00		
11/22 STMT	GC - CLEANING	11/30/2022	50.52	.00		
11/22 STMT	B & Z - VEHICLE MAINT	11/30/2022	6.99	.00		
11/22 STMT	B & Z - VEHICLE MAINT	11/30/2022	26.36	.00		
11/22 STMT	STREET - CHRISTMAS LIGHT SUPPLIES	11/30/2022	39.98	.00		
11/22 STMT	CITY HALL - BUILDING REPAIR	11/30/2022	2.99	.00		
11/22 STMT	SHOP TOOLS	11/30/2022	71.56	.00		
11/22 STMT	ABNET PARK RESTROOMS	11/30/2022	23.15	.00		
11/22 STMT	PD - CAMERA REPAIR	11/30/2022	16.99	.00		
11/22 STMT	CITY HALL - OFFICE TRIM REPAIR	11/30/2022	6.59	.00		
11/22 STMT	CITY HALL - FLAG LIGHT	11/30/2022	15.99	.00		
Total 717:			596.35	.00		
<b>LA CRESCENT ANIMAL RESCUE</b>						
10/22 - 12/7/22	PD - 6 PUPPIES @ \$100 EACH	12/07/2022	600.00	.00		
10/22 - 12/7/22	PD - 16 CATS @ \$100 EACH	12/07/2022	1,600.00	.00		
Total 8575:			2,200.00	.00		
<b>LAPPIN'S LLC</b>						
17554	CITY HALL - CLEANING NOVEMBER	11/30/2022	1,244.00	.00		
Total 9677:			1,244.00	.00		
<b>LAWTON PRINTING</b>						
1681	CITY HALL - OFFICE SUPPLIES	12/09/2022	107.70	.00		
Total 10065:			107.70	.00		
<b>MENARDS-LA CROSSE</b>						
76647	STREET - SAND FOR BRIDGE	12/12/2022	71.88	.00		
76647	CITY HALL - BLDG MAINT	12/12/2022	408.98	.00		
Total 1352:			480.86	.00		
<b>MIDWEST TAPE</b>						
503037563	LIBRARY- MOVIES	12/02/2022	23.24	.00		
503037564	LIBRARY- MOVIES	12/02/2022	23.24	.00		
Total 9851:			46.48	.00		
<b>MIENERGY COOPERATIVE</b>						
11/22 STMT	ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI	11/30/2022	144.29	.00		
11/22 STMT	ELECT UTILITIES-GC CLUBHOUSE	11/30/2022	301.99	.00		
11/22 STMT	ELECT UTILITIES-GC POP MACH.	11/30/2022	64.13	.00		
11/22 STMT	ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH	11/30/2022	245.81	.00		
11/22 STMT	ELECT UTILITIES - WIESER PARK	11/30/2022	74.82	.00		
11/22 STMT	ELECT UTILITIES-GC IRRIGATION & PARKING LOTS LIGH	11/30/2022	177.36	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2012:			1,008.40	.00		
<b>MINNESOTA CHILD SUPPORT PAYMENT CENTER</b>						
12/9/22 0015639	MN CHILD SUPPORT	12/12/2022	640.97	640.97	12/12/2022	
Total 9597:			640.97	640.97		
<b>PUMP 4 LESS</b>						
11/22 CITY	PARKS - MOTOR FUEL	11/30/2022	64.86	.00		
11/22 CITY	PUBLIC WORKS - MOTOR FUEL	11/30/2022	40.71	.00		
11/22 POLICE	POLICE DEPT - MOTOR FUEL	11/30/2022	147.06	.00		
Total 8604:			252.63	.00		
<b>RELIABLE PEST MANAGEMENT</b>						
13358	CITY HALL - PEST MANAGEMENT	11/30/2022	45.00	.00		
13359	ICE ARENA - PEST CONTROL	11/30/2022	65.00	.00		
Total 9871:			110.00	.00		
<b>RONCO ENGINEERING SALES INC</b>						
3306408	BRINE TANK REPAIR - FITTINGS	12/06/2022	59.99	.00		
Total 1813:			59.99	.00		
<b>SPLISH SPLASH AUTO BATH</b>						
12/22	PD - CAR WASH TOKENS	12/12/2022	162.00	.00		
Total 8567:			162.00	.00		
<b>VERIZON WIRELESS</b>						
9921634740	FD - MOBILE	11/28/2022	120.03	.00		
9921656481	B&Z - COMPUTER DATA	11/28/2022	80.02	.00		
9921656481	WATER DEPT - DATA	11/28/2022	35.01	.00		
9921656481	PD - COMPUTER DATA & PHONE SERVICE	11/28/2022	498.93	.00		
9921656481	SEWER DEPT - DATA	11/28/2022	35.01	.00		
9921930018	WATER DEPT - WIRELESS	12/01/2022	59.11	.00		
9921930018	SEWER DEPT - WIRELESS	12/01/2022	59.11	.00		
Total 8973:			887.22	.00		
<b>WATER SYSTEMS CO.</b>						
463009	LIBRARY - COOLER RENTAL	11/30/2022	6.00	.00		
Total 8605:			6.00	.00		
<b>ZENKE INC</b>						
PAY REQ NO 5	2022 STREET RECONST PROJECT	12/05/2022	12,411.84	.00		
Total 2412:			12,411.84	.00		
Grand Totals:			62,444.89	2,750.87		



#3.1



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: December 14, 2022  
RE: Outdoor Performance Venue

Attached for review and consideration by the City Council is information on the development of an outdoor performance venue in the City of La Crescent. Representatives of the group will be in attendance at the meeting to review the proposed improvement project with the City Council.

We are suggesting that the City Council authorize \$5,000 in funds to hire Dave Holstrom, EcoGreen Architects, to assist with preliminary planning and programming related to the project. We would suggest that the City Council amend the 2023 general fund budget to reflect this expenditure.

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# La Crescent Outdoor Performance Venue Project

— Creating Community Connections Through  
Enjoyment of the Arts —

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## Background & Work To Date...

In December of 2021, the La Crescent Lions Club started exploring what was involved in getting a bandshell built in the city. Members of the club had expressed an interest in creating an outdoor/park venue for local musicians to display their talents. The greater purpose of a bandshell, though, is to bring community together for an evening of enjoyment of the arts, relaxation, and visiting with friends and neighbors. Knowing this was a big undertaking, the Lions asked Rotarians and other community members to be part of the planning team.

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# Background & Work To Date...

## Community Visioning Meeting:

**Why:** Creating community connections through enjoyment of the arts

**What:** Design, build, and manage an outdoor performance venue to support a wide variety of activities (concerts, theater, movie nights, special events & presentations)

**How:** Strategic Challenges & Strategic Advantages

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**Start with Why... then the What**

It's more than brick & mortar – It's about...

**Creating Community Connections Through Enjoyment of the Arts**

---

**What - one of many examples...** <https://www.stonehorsegreen.org/>





## How - Strategic Advantages & Challenges

Advantages:	Challenges:
Local Talent in the Arts (Appleseed Community Theater, Apple Annies, La Crescent-Hokah Community Summer Band, Library Programming)	Funding/Finance
Beautiful/Scenic Location Options	Location/Site Selection
Promote Tourism & Support Local Business	Sustainability/Management
Build sense of Community and Community Pride	Competition with other venues and events

# How - Project Steering Committee

## Steering Committee:

Dean Bergstrom, Dave Ebner, Chris Fortsch, Vanessa Machado, Patti Martell,  
Randy Rosenberg, and Ron Wilke



## How - Project Subcommittees

**Marketing & Communications:** print materials, website, logo, venue name, branding, social media, etc...

**Finance & Fundraising:** set up bank account, business/corporate sponsors, research grant availability, etc...

**Facility Design/Site Selection/Construction:** identify requirements, research options, work with engineering firm/architect, select contractors, etc...

**Long-Range Sustainability:** event planning, build out 2023 performance series, determine types of entertainment to be performed/other uses for the facility, etc.

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## How - Project Timeline

**Phase I** (Fall '22 - Summer '23): Conceptual Design, Budget, Increase Partnerships, Identify Sponsors, Fundraising Campaign, 2023 "Portable Performance Series" (3-4 events)

**Phase II** (Summer '23 - Winter '24): Finalize Structure Design, Site Selection, Plan 2024 "Portable Performance Series"

**Phase III** (Spring - Summer - Fall '24): Ground Breaking/Construction, 2024 "Portable Performance Series", Establish Summer Performance Series Board of Directors, Facility Dedication, Fall Events

**Phase IV** (Spring Summer '25): 2025 Performance Series!!!

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# Project Partners...

La Crescent Lions Club

Additional Partners??? City of La Crescent, Rotary Club of La Crescent,  
Appleseed Community Theater, District 300 Foundation, La Crescent-Hokah  
Community Education, La Crescent Community Foundation, La Crescent Area  
Chamber of Commerce & Tourism???

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## Project Partners...

None of us is as smart as all of us....

We are hopeful that you will consider joining us on a subcommittee to support this community venue. **We need enthusiastic volunteers with a passion for the arts to make this project successful.** To learn more, to receive project updates, or to sign up to help, contact us at [friendsofLCPV@gmail.com](mailto:friendsofLCPV@gmail.com)

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Questions???





#3.2  
**CITY OF LA CRESCENT, MINNESOTA**

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## Agenda Request Form

RECEIVED

DEC 07 2022

City of La Crescent, MN

1130 AM

**DATE SUBMITTED:** 12-7-22

**SUBMITTED BY:** GENE GRANT

**ISSUE:** PROPER NOTIFICATION OF PROPOSED TAXES  
MEETING FOR LACRESCENT + CLEARIFICATION OF  
FUNDING ON WAGON WHEEL BRIDGE PROJECT

**ATTACHMENTS:**

**JUSTIFICATION:** CLEARIFICATION

**ACTION REQUESTED:** MORE NOTIFICATION ON PROPOSED TAXES  
MEETING DATES

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

**RECOMMENDATION:**

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

# 3.3



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: December 14, 2022  
RE: 2022 Street Improvement Project

We are in the process of closing out the 2022 street improvement project. The contractor on the project was Zenke, Inc.

The contract completion date was September 15, 2022. The project was substantially completed on October 15, 2022. Substantial completion is determined by the date that installation of the final bituminous wear course was completed.

The bid amount submitted by Zenke Inc. for the project was \$933,436.70. Zenke Inc's bid for the project was approximately \$60,000 lower than both the other bid received on the project and the engineer's estimate for the project. The final construction cost for the project is \$900,090.49.

The engineering fees for the project were estimated at \$125,000. The engineering fees on the project are \$142,468.76. The engineering fees include \$6,658.14 in engineering fees that cover the period from September 15, 2022 – October 15, 2022. The City has the discretion to seek to recover the \$6,658.14 in additional engineering fees through the liquidated damages provision of the contract.


The engineering fees are an estimate, and are higher than projected due to the extended length of the construction project and duration of time by the contractor on site. With multiple sites included in one project it was expected that work would be progressing on multiple sites at one time. Due to shortage of workers, the contractor was not able to work on multiple sites which resulted in more working days within the contract time.

We are suggesting that the City Council not seek to enforce the liquidated damages provision of the contract. This is based on the following:

- Zenke Inc is a local contractor that has completed many past improvement projects for the City, both on time and within budget.
- The project experienced delays due to supply chain issues, availability of materials, and the shortage of workers.
- The total actual costs for the project are approximately \$17,000 less than anticipated.
- This is a one-time waiver, with the understanding that each project is considered on its own merits.

#3.4



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator   
DATE: December 14, 2022  
RE: Applefest Monument

Mayor Poellinger is requesting authorization from the City Council to work with Applefest Alumni Members to locate a monument on the City owned property on the southeast side of Walnut Street to recognize the 75<sup>th</sup> Anniversary of Applefest.

This will be reviewed with the City Council in more detail at the meeting.



# 3.5



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *BW*  
DATE: December 14, 2022  
RE: Employee Event

Mayor Poellinger is requesting authorization from the City Council to sponsor an employee event on Wednesday, January 11, 2023, from 5:00 to 7:00 pm, at the Pine Creek Golf Course Clubhouse. The event would also include members of the various City Commissions, Committees and Groups.

This will be reviewed with the City Council in more detail at the meeting.

#3.6

**RESOLUTION NO. 12-22-48**

**RESOLUTION ACCEPTING DONATIONS MADE TO THE  
CITY OF LA CRESCENT WIESER MEMORIAL PARK IMPROVEMENT PROJECT  
IN DECEMBER 2022**

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

WHEREAS, the following donations were made to La Crescent in the month of December, 2022 to the Wieser Memorial Park Improvement Project to be used for the specific purpose of improvements to the park shelter and bathroom facilities:

1. Lina Bangston wishes to donate \$1,000.00
2. Abby and Kyle Voss wish to donate \$2,500.00
3. Adam and Jenna Wieser wish to donate \$2,500.00
4. Gregory and Faith Husmann wish to donate \$200.00
5. Mark and Jennifer Smith wish to donate \$1,000.00

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

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

ADOPTED this 19<sup>th</sup> day of December, 2022.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy Clerk

**RESOLUTION NO. 12-22-49**

**RESOLUTION ACCEPTING DONATIONS MADE TO THE  
CITY OF LA CRESCENT IN DECEMBER, 2022**

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

WHEREAS, the following donations were made to the City of La Crescent in the month of December, 2022:

1. Jason and Rita Erdman wish to donate \$100.00 to the La Crescent Fire Department.
2. La Crescent Lions Club wishes to donate \$3,7600.00 to the City of La Crescent Fishing Dock/Kayak Launch 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 19th day of December, 2022.

SIGNED:

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Mayor


ATTEST:

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Deputy Clerk

#3.7



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator   
DATE: December 15, 2022  
RE: 2023 Professional Service Agreements/Contract Renewals

The City has the following professional service agreements/contracts:

1. Engineering – WHKS
2. Legal – Wieser Law Office
3. Sustainability Coordinator – Jason Ludwigson
4. Community Development Director – Larry Kirch

We would suggest that the City Council accept the 2023 fee schedules for WHKS and Wieser Law Office, copies of which are included.

We would suggest that the City Council approve the contracts for 2023 with Jason Ludwigson and Larry Kirch, copies of which are included. The contracts reflect a 4.0% increase for 2023.



## Exhibit A

### WHKS & Co. 2023 Fee Schedule

#### City of La Crescent

##### Schedule of Hourly Billing Rates – Effective January 1, 2023

Principal	\$ 226.00
Project Manager	\$ 163.00
Project Engineer	\$ 141.00
Land Surveyor	\$ 150.00
Design Engineer	\$ 127.00
*Engineering Tech IIII	\$ 116.00
*Engineering Tech III	\$ 109.00
*Engineering Tech II	\$ 95.00
*Engineering Tech I	\$ 77.00
*Clerical	\$ 82.00

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc.

*\*NOTE: Time and a half pay applies for overtime, if applicable*

**Tenth Addendum to June 2011 Agreement**

**Wieser Law Office, P.C.  
2023 Fee Schedule for City of La Crescent**

General Counsel Work	\$175.15
Prosecution Work	\$163.25
Legal Assistant Time	\$ 60.70

All other terms of the June 2011 contract will remain in full force and effect.

Approved by City of La Crescent on December 12, 2022.

By: \_\_\_\_\_  
Bill Waller, City Administrator

Approved by Wieser Law Office, P.C. on December 12, 2022.

By: \_\_\_\_\_  
Al Wieser, III

## **Contract for Professional Services**

THIS CONTRACT was made and entered into on the 1<sup>st</sup> day of January, 2023, by and between Jason Ludwigson (hereinafter “Contractor”) and the City of La Crescent, a Minnesota municipal corporation in the State of Minnesota (hereinafter “City”); to define the terms by which Contractor shall provide sustainability coordinating services to the City.

WHEREAS, the City is desirous of entering into a contract for sustainability services within the City;

WHEREAS, the Contractor is desirous of entering into a contract with the City with respect to such services;

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

- I. Term. This Contract will commence on January 1, 2023, and will terminate on December 31, 2023, with the option to extend for one additional year with written agreement of both parties.

The agreement may be terminated earlier in its term upon thirty (30) days written notice by Contractor to the City or by the City to Contractor for any reason.

- II. Agreement Scope and Purpose. The City hereby retains Contractor to perform to its benefit the services described in paragraph III, effectively accomplishing:

- A. Plans, develops, manages and tracks new and existing Solar Projects;
- B. Grant Writing and Grant Administration;
- C. Federal, State and Private Funding Sources;
- D. B-3 Benchmarking;
- E. Committee on Transit and Active Transportation (CTAT);
- F. Green Step Program. Administration while continuing to advance through the Green Step designation process;
- G. Annual Arbor Day Celebration and Activities;
- H. Review/Evaluate/Make Recommendations Regarding City Waste Reduction Program;
- I. Expansion of Green Initiatives to Local Business, including an annual recognition award;

- J. Establishment of the drive electric corridor and the installation of electric charging stations as a means to foster sustainable community development;
- K. Development and coordination of the Landscape Partnership Program;
- L. Prepare annual greenhouse gas emissions inventory, carbon footprint, and annual sustainability reports;
- M. Draft ordinances with the assistance and advice of the City Attorney or their designee aligned with the Green Step's benchmarks;
- N. Build and expand relationships with Xerces, Houston County, MPCA, MnDOT, Xcel Energy, MN Tree Steward Program, and other partnering agencies or companies;
- O. City's representative to the Bluffland Coalition. Coordinate meetings with property owners as necessary to develop components of the Bluffland's Plan;
- P. LEED for Cities Local Government Program;
- Q. Plant, design, and maintain native planting projects within the city.
- R. Assists City Building Official by serving as staff to the Planning Commission. Prepares and distributes public notices, meeting agendas, public correspondences, and minutes. Attends Planning Commission meetings. Works in conjunction with the City's Community Development Director to complete these responsibilities.
- S. Assists City Building Official with enforcement of the City's Zoning and Nuisance Ordinance.
- T. Execute stormwater public education and outreach campaign, including Adopt-a-Drain and La Crosse Urban Stormwater Group, manage MS4 stormwater permit; and
- U. Coordination of SRTS plan partnerships with MnDOT, Houston County DOT, City Schools, and other agencies.

III. Services to be Provided by Contractor. Contractor agrees to provide expertise to the City. Services, and associated materials, will be provided in order to facilitate and support the accomplishment of the City's undertakings to the ends described in the preceding paragraph. Contractor shall be made available toward efforts in the following specific arenas of the City's needs and operations:

- A. Draft City's Sustainability Work Plan;



- B. Recommend Energy Efficiency Improvements at City Owned Buildings and Facilities;
- C. Complete Best Management Practices Identified in Green Step Program;
- D. Prepare Agenda and Meeting Minutes for Green Step Committee Meetings;
- E. Coordinate and Host Sustainability Forums;
- F. Update and Maintain Green Step/Sustainability Section on City's Website;
- G. Grant Writing and Grant Administration;
- H. Update the City Council quarterly, or as requested, on progress made on services provided by Contractor

IV. Obligations of the City.

- A. The City shall pay Contractor the sum of \$33.28 per hour, not to exceed twenty-eight (28) hours per week. The Contractor shall invoice the City monthly for services rendered. The City shall also reimburse Contractor for mileage for travel to and from meetings assigned by the City. The mileage will be reimbursed at Internal Revenue Service approved rates.
- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the City in writing prior to the provision of the materials.
- C. The City shall be responsible to provide payment to Contractor within thirty (30) days of the submission of each invoice provided by Contractor.

V. Obligations of Contractor.

- A. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

- B. Contractor has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the City or to bind the City in any manner. Contractor will not represent the contrary, either expressly or implicitly, to anyone.
  - C. City and Contractor hereby acknowledge and agree that Contractor shall perform the services hereunder as an independent Contractor and not as an employee of City. Contractor agrees that he will file his own tax returns on the basis of his status as an independent contractor for the reporting of all income, social security, employment and other taxes due and owing on the consideration received by him under this agreement, and that he is responsible for the payment of such taxes.
  - D. Contractor shall not be entitled to benefits specifically associated with employment status, such as medical and dental insurance, workers' compensation, unemployment compensation, paid vacations, paid holidays or other available retirement plans.
- VI. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement. Contractors' total liability hereunder is limited to the amount paid to Contractor during the preceding twelve (12) month period.
- VII. Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.
- VIII. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:
- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor and shall continue in that order until one name remains.

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

IX. General Provisions

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- E. 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.
- F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

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

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

To Contractor:             Jason Ludwigson  
                                    175 Eagles Bluff Road  
                                    La Crescent, MN 55947

- G. 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.

- H. 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.
- I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
- J. Government Data. The Contractor 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.
- K. 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.
- L. 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.
- X. 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.

**SIGNATURES ON FOLLOWING PAGE**



Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF LA CRESCENT**

**CONTRACTOR**

By: \_\_\_\_\_  
Mikel Poellinger, Mayor

By: \_\_\_\_\_  
Jason Ludwigson

By: \_\_\_\_\_  
Bill Waller, City Administrator

## Contract for Professional Services

THIS CONTRACT is made and entered into this 1<sup>st</sup> day of January, 2023, by and between Prologue Planning Group, LLC (hereinafter "Contractor") and the City of La Crescent, a Minnesota municipal corporation in the State of Minnesota (hereinafter "City"); to define the terms by which Contractor shall provide community and economic development services to the City.

WHEREAS, the City is desirous of entering into a contract for community and economic development services within the City;

WHEREAS, the Contractor is desirous of entering into a contract with the City with respect to such services;

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

- I. Term. The Contract will commence on January 1, 2023, and will terminate on December 31, 2023, with the option to extend for one additional year with written agreement of both parties.

The agreement may be terminated earlier in its term upon thirty (30) days written notice by Contractor to the City or by the City to Contractor for any reason.

- II. Agreement Scope and Purpose. The City hereby retains Contractor to perform to its benefit the services described in paragraph III, effectively accomplishing:

- A. Senior Housing Development;
- B. Park and Bike Trail Development;
- C. Grant Writing and Grant Administration;
- D. Federal, State and Private Funding Sources;
- E. Revitalization of neighborhoods and increase residential development opportunities;
- F. Attraction of businesses that choose to locate in the City;
- G. Retention of businesses within the City;
- H. The expansion of business opportunities for all entrepreneurs; and
- I. Assistance to the City's Planning Commission.

- III. Services to be Provided by Contractor. Contractor agrees to provide expertise to the City. Services, and associated materials, will be provided in order to facilitate and support the accomplishment of the City's undertakings to the ends described in the preceding paragraph. Contractor shall be made available toward efforts in the following specific arenas of the City's needs and operations:

- A. Drafting the City's Economic Development Work Plan;
- B. Accessing of grantor funding for the City's economic development programming
- C. Planning, facilitating, and/or directly conducting the City's community and business development projects. These efforts shall include (but are not limited to), the following:
  - i. developing relationships and partnerships to enhance the City's goals
  - ii. preparing economic development guidelines
  - iii. promoting the use of local assets to support and promote value-added processes and unique based businesses
- D. Assisting with local surveys related to business and industry, community, and land and buildings;
- E. Assisting with the City's economic development marketing efforts;
- F. Coordinating and hosting economic development forms;
- G. Grant writing and administration;
- H. Works with Development Commission. Attends and presents at Development Commission Meetings; and
- I. Assists City Building Official by serving as staff to the Planning Commission. Prepares and distributes public notices, meeting agendas, public correspondences, and minutes. Attends Planning Commission meetings. Works in conjunction with the City's Sustainability Coordinator to complete these responsibilities.

IV. Obligations of the City.

- A. The City shall pay Contractor the sum of \$41.60 per hour, not to exceed sixteen (16) hours per week. The Contractor shall invoice the City monthly for services rendered. The City shall also reimburse Contractor for mileage for travel to and from meetings assigned by the City. The mileage will be reimbursed at Internal Revenue Service approved rates.
- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the City in writing prior to the provision of the materials.
- C. The City shall be responsible to provide payment to Contractor within thirty (30) days of the submission of each invoice provided by Contractor.

V. Obligations of Contractor.

- A. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract

shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

- B. Contractor has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the City or to bind the City in any manner. Contractor will not represent the contrary, either expressly or implicitly, to anyone.
- C. City and Contractor hereby acknowledge and agree that Contractor shall perform the services hereunder as an independent Contractor and not as an employee of City. Contractor agrees that he will file his own tax returns on the basis of his status as an independent contractor for the reporting of all income, social security, employment and other taxes due and owing on the consideration received by him under this agreement, and that he is responsible for the payment of such taxes.
- D. Contractor shall not be entitled to benefits specifically associated with employment status, such as medical and dental insurance, workers' compensation, unemployment compensation, paid vacations, paid holidays or other available retirement plans.

VI. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

VII. Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

VIII. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of is agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Houston County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
- B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.



IX. General Provisions

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- E. 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.
- F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City:	City of La Crescent Attn: City Administrator 315 Main Street La Crescent, MN 55947	with Copy to: Wieser Law Office, PC Attn: Al Wieser, III 33 S. Walnut St, # 200 La Crescent, MN 55947
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Notice to Contractor: Prologue Planning Group, LLC  
Attn: Larry Kirch  
3513 N Carhill Ave  
Scottsdale, AZ 85251-5723

- G. 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.
- H. 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.
- I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.

- J. Government Data. The Contractor 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.
- K. 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.
- L. 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.
- X. 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.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF LA CRESCENT**

**CONTRACTOR**

By: \_\_\_\_\_  
Mikel Poellinger, Mayor


By: \_\_\_\_\_  
Prologue Planning Group, LLC  
By: Larry Kirch

By: \_\_\_\_\_  
Bill Waller, City Administrator

# 3.8



TO: Honorable Mayor and City Council Members

FROM: Angie Boettcher, Deputy Clerk 

DATE: 12/12/2022

SUBJECT: **PROPOSED CHANGES TO FEES CHARGED BY THE CITY FOR 2023**

Attached are the proposed changes to the fee schedule for 2023, following review by staff. The review and adoption of fees is done yearly to ensure that costs to the City are sufficiently covered while at the same time being fair, reasonable, and proportionate to the cost of the service for which the fee is imposed. City Council action will require the adoption of the ordinance.

**CITY OF LA CRESCENT - PROPOSED FEE SCHEDULE 2023**

**ADMINISTRATION**

<b>ADMINISTRATION</b>	<b>2023</b>
Bad Check - Per Check	\$ 30.00
Brush Site Usage Fee- Yearly La Crescent Township	\$2,000.00
Cigarette License- Yearly	\$ 45.00
Copies: per sheet	\$.25
<b>Door-to-Door Sales</b> Solicitor - <b>REGISTRATION ONLY</b> Peddler/Transient Merchants plus \$5.00 per tag for all individuals named as sales persons for that particular company	N/C \$50.00 fee
Election Fee Filing	\$ 2.00
Fax Machine - Income and Outgoing	\$ 1.00
Gas Installers License - Yearly	<del>\$ 45.00</del> to \$70.00
<b>Liquor - Club</b> Club Liquor - Yearly Less Than 200 Members 201-500 Members 501-1000 Members 1001-2000 Members 2001-4000 Members 4001-6000 Members More than 6000 Members Off sale 3.2 Beer	  \$ 300.00 \$ 500.00 \$ 650.00 \$ 800.00 \$1,000.00 \$2,000.00 \$3,000.00 \$ 50.00 \$300.00
<b>Wine on Sale</b> <b>Beer - 3.2 - additional license fees not required if you hold "on sale" or "off sale" liquor licenses</b> Off Sale - Yearly On Sale - Yearly Temporary On Sale - Up to 3 days	  \$ 100.00 \$ 280.00 \$ 25.00
<b>Liquor - Intoxicating: Per Year</b> On Sale Off Sale Sunday	 \$1,150.00 \$ 150.00 \$ 200.00
Maps - Houston County - Each	\$ 3.00
Notary Fee	No Charge
Pawn Shop License - Yearly	\$50.00
Planning Commission Charge For Special Meeting - paid by individual requesting the meeting - Res. 09-04-07	\$500.00



CITY OF LA CRESCENT - **PROPOSED** FEE SCHEDULE 2023

**BUILDING INSPECTIONS AND PERMITTING**

<b>BUILDING INSPECTIONS AND PERMITTING</b>	<b>2023</b>
<u>Demolition permits –</u> Main structure on the property OR all structures on a property (if a building permit for a new structure is obtained at the same time, this fee is waived)  Garage, shed or outbuilding on a property (if a building permit for a new structure is obtained at the same time this fee is waived)	\$100.00 plus \$1.00 state surcharge  \$35.00 plus \$1.00 state surcharge
<u>Foundation only permit</u> This permit fee would be in addition to any regular building permit fee. This fee is only for the excavation, footing and foundation for a new structure. <i>This fee is an optional fee to be paid if the builder is unwilling to wait the requested 7-10 working days for the plan review process of a completed building permit application. This fee would be waived if the plan review takes longer than 10 working days</i>	\$100.00 plus \$1.00 state surcharge
Mobile Home – all new that are moved into town	<del>\$50.00</del> to \$100.00 plus \$1.00 state surcharge
<u>Roofing permits</u> Main structure and/or attached/detached garage Garage or accessory bldg. only	\$50.00 plus \$1.00 state surcharge \$25.00 plus \$1.00 state surcharge
<u>Siding/Windows/Doors/Radon Control System/Retaining Walls/Drain tile</u>	\$50.00 plus \$1.00 State surcharge
Solar Array Panels	\$35.00 plus \$1.00 State Surcharge

**CITY OF LA CRESCENT - PROPOSED FEE SCHEDULE 2023**

<b><u>Mechanical permits</u></b>	
Gas burning equipment, conversion burner or gas designed heating appliance, alteration to existing gas burner equipment or remodeling permit, - 400,000 BTU Over 400,000 BTU	\$30.00 plus \$1.00 state surcharge \$40.00 plus \$1.00 state surcharge \$72.00 plus \$1.00 state surcharge
Gas dryer, gas range, gas fireplace or other gas appliance permits, other than those used in connection with a heating system, primary or secondary; all permits this section.	\$30.00 plus \$1.00 state surcharge
Gas piping only.	\$30.00 plus \$1.00 state surcharge
Heating and ventilation equipment permits to include, but not limited to, coal, oil, steam, solar, conversion burners and wood burning appliance.	\$30.00 plus \$1.00 state surcharge
<del>Individual septic treatment system—for those homes with individual septic systems—fee forwarded to Winona County.</del>	<del>\$350.00</del>
<b>PLUMBING PERMITS</b>	
For issuing each plumbing permit	<del>\$10.00</del> to \$15.00
State surcharge on each permit	\$1.00
For each plumbing fixture or trap set of fixtures on one trap including water, drainage piping and backflow protection thereof	\$5.00
For each water heater	\$5.00
For each water softener	\$5.00
For each new or replacement water service line and/or sewer line	\$5.00
For installation, alteration or repair of water piping	\$15.00
For installation, alteration or repair of drainage or vent piping	\$15.00
Whenever any work for which a plumbing and mechanical permit is required has been commenced without first obtaining said permit, an investigation fee, in addition to the permit fee, shall be collected, whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee as shown above.	

**BUILDING PERMIT FEES****OTHER INSPECTIONS AND FEES**

<b>OTHER INSPECTIONS AND FEES</b>	<b>2023 - USING 1997 BUILDING CODE FEES</b>
1. Inspections outside of normal business hours (minimum – two hours).	<del>\$47.00</del> to \$50.00 per hour*
2. Reinspection fees assessed under provisions of Section 108.8.	<del>\$47.00</del> to \$50.00 per hour*
3. Inspections for which no fee is specifically indicated.	<del>\$47.00</del> to \$50.00 per hour* (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one half hour).	<del>\$47.00</del> to \$50.00 per hour*
5. For use of outside consultants for plan checking and inspections or both	Actual costs**

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\*Actual costs include administrative and overhead costs.



**CITY OF LA CRESCENT - PROPOSED FEE SCHEDULE 2023**

**ZONING**

<b>ZONING</b>	<b>2023</b>
Abatement – per incident	\$ 40.00 administrative fee plus abatement charges
Conditional use permit – per each individual request	<del>\$ 200.00</del> to <del>\$250.00</del>
District zoning changes – per each individual request	<del>\$ 200.00</del> to <del>\$250.00</del>
Erosion control: Reinspection fee	<del>\$35.00</del> to <del>\$50.00</del>
Surety deposit (to be returned upon completion of erosion control and building permit final inspection minus any violations):	
New residential/commercial construction	\$500.00
Additions/garages	\$100.00
Land alterations	\$250.00
Building demolition	\$250.00
<i>NOTE: DECKS AND ADDITIONS BUILT ON POSTS FOR THE FOUNDATION ARE EXCLUDED FROM SURETY DEPOSIT</i>	
Excavation permits	\$ 30.00 plus \$1.00 per sq/lin. foot
Fence permit - Non-Profits exempt from fee	\$25.00
Grading permit	1/4 acre or less - \$50.00 1/4 acre to 1 acre - \$250.00 over 1 acre - \$500.00  IF REVIEWED BY CITY ENGINEER - APPLICANT WILL PAY FOR THE FULL COST OF ALL ENGINEERING SERVICES INSTEAD OF ABOVE RATE
Home Occupation – Per Each Individual Request	<del>\$150.00</del> to <del>\$250.00</del>
Interim Conditional Use Permit – Each Individual Request	<del>\$150.00</del> to <del>\$250.00</del>



## CITY OF LA CRESCENT – PROPOSED FEE SCHEDULE 2023

Platting Preliminary plat **Developer is to pay all other related expenses for the platting process. ***All fees pending must be paid in full before proceeding with the final plat. Final plat	\$ 250.00 plus \$50.00 per lot     \$ 150.00
Sign permit – per sign ‘Non-Profits exempt from fee’	<del>\$—35.00</del> to \$50.00
Variance fee – per each individual request	<del>\$—150.00</del> to \$250.00

## ORDINANCE NO. 564

### AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, NO. 554, AND NO. 557

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

1. The La Crescent City Code established on March 8, 2004, stated that certain fees may be set from time to time by the City Council.
2. The La Crescent City Code was amended on January 13, 2014, February 9, 2015, February 8, 2016, February 24, 2020, April 13, 2020, April 27, 2020, May 18, 2020, December 14, 2020, April 20, 2021, December 13, 2021, and February 28, 2022 by Ordinance to amend certain fees.
3. The Fee Schedule has been reviewed by City Staff and amended each year from 2016 to 2019 by Motions passed by City Council. These amendments passed by City Council shall remain in effect.
4. The City staff has reviewed the fees which the City currently charges and is recommending that the fee schedule be amended in 2023 as follows:

<b><u>ADMINISTRATION</u></b>	<b>2023</b>
Bad Check - Per Check	\$ 30.00
Brush Site Usage Fee- Yearly La Crescent Township	\$2,000.00
Cigarette License- Yearly	\$ 45.00
<u>Copies: per sheet</u>	\$.25
<b>Door-to-Door Sales</b>	
Solicitor - <b>REGISTRATION ONLY</b>	N/C
Peddler/Transient Merchants plus \$5.00 per tag for all individuals named as sales persons for that particular company	\$50.00 fee
Election Fee Filing	\$ 2.00
Fax Machine - Income and Outgoing	\$ 1.00
Gas Installers License - Yearly	<del>\$ 45.00</del> to \$70.00

<b>BUILDING INSPECTIONS AND PERMITTING</b>	<b>2023</b>
<u>Demolition permits –</u> Main structure on the property OR all structures on a property (if a building permit for a new structure is obtained at the same time, this fee is waived)  Garage, shed or outbuilding on a property (if a building permit for a new structure is obtained at the same time this fee is waived)	\$100.00 plus \$1.00 state surcharge  \$35.00 plus \$1.00 state surcharge
<u>Foundation only permit</u> This permit fee would be in addition to any regular building permit fee. This fee is only for the excavation, footing and foundation for a new structure. <i>This fee is an optional fee to be paid if the builder is unwilling to wait the requested 7-10 working days for the plan review process of a completed building permit application. This fee would be waived if the plan review takes longer than 10 working days</i>	\$100.00 plus \$1.00 state surcharge
Mobile Home – all new that are moved into town	<del>\$50.00</del> to \$100.00 plus \$1.00 state surcharge
<u>Roofing permits</u> Main structure and/or attached/detached garage Garage or accessory bldg. only	\$50.00 plus \$1.00 state surcharge \$25.00 plus \$1.00 state surcharge
<u>Siding/Windows/Doors/Radon Control System/Retaining Walls/Drain tile</u>	\$50.00 plus \$1.00 State surcharge
Solar Array Panels	\$35.00 plus \$1.00 State Surcharge

<b><u>Mechanical permits</u></b>	
Gas burning equipment, conversion burner or gas designed heating appliance, alteration to existing gas burner equipment or remodeling permit, –	\$30.00 plus \$1.00 state surcharge
400,000 BTU	\$40.00 plus \$1.00 state surcharge
Over 400,000 BTU	\$72.00 plus \$1.00 state surcharge
Gas dryer, gas range, gas fireplace or other gas appliance permits, other than those used in connection with a heating system, primary or secondary; all permits this section.	\$30.00 plus \$1.00 state surcharge
Gas piping only.	\$30.00 plus \$1.00 state surcharge



Heating and ventilation equipment permits to include, but not limited to, coal, oil, steam, solar, conversion burners and wood burning appliance.	\$30.00 plus \$1.00 state surcharge
<del>Individual septic treatment system—for those homes with individual septic systems—fee forwarded to Winona County.</del>	<del>\$350.00</del>
<b>PLUMBING PERMITS</b>	
For issuing each plumbing permit	<del>\$10.00</del> to <del>\$15.00</del>
State surcharge on each permit	\$1.00
For each plumbing fixture or trap set of fixtures on one trap including water, drainage piping and backflow protection thereof	\$5.00
For each water heater	\$5.00
For each water softener	\$5.00
For each new or replacement water service line and/or sewer line	\$5.00
For installation, alteration or repair of water piping	\$15.00
For installation, alteration or repair of drainage or vent piping	\$15.00
Whenever any work for which a plumbing and mechanical permit is required has been commenced without first obtaining said permit, an investigation fee, in addition to the permit fee, shall be collected, whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee as shown above.	

<b>OTHER INSPECTIONS AND FEES</b>	<b>2023 - USING 1997 BUILDING CODE FEES</b>
1. Inspections outside of normal business hours (minimum – two hours).	<del>\$47.00</del> to <del>\$50.00</del> per hour*
2. Reinspection fees assessed under provisions of Section 108.8.	<del>\$47.00</del> to <del>\$50.00</del> per hour*
3. Inspections for which no fee is specifically indicated.	<del>\$47.00</del> to <del>\$50.00</del> per hour* (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one half hour).	<del>\$47.00</del> to <del>\$50.00</del> per hour*
5. For use of outside consultants for plan checking and inspections or both	Actual costs**

ZONING	2023
Abatement – per incident	\$ 40.00 administrative fee plus abatement charges
Conditional use permit – per each individual request	<del>\$ 200.00</del> to \$250.00
District zoning changes – per each individual request	<del>\$ 200.00</del> to \$250.00
<u>Erosion control:</u> Reinspection fee Surety deposit (to be returned upon completion of erosion control and building permit final inspection minus any violations): New residential/commercial construction Additions/garages Land alterations Building demolition NOTE: DECKS AND ADDITIONS BUILT ON POSTS FOR THE FOUNDATION ARE EXCLUDED FROM SURETY DEPOSIT	\$35.00 to \$50.00    \$500.00 \$100.00 \$250.00 \$250.00
Excavation permits	\$ 30.00 plus \$1.00 per sq/lin. foot
Fence permit - Non-Profits exempt from fee	\$25.00
Grading permit	¼ acre or less - \$50.00 ¼ acre to 1 acre - \$250.00 over 1 acre - \$500.00  IF REVIEWED BY CITY ENGINEER - APPLICANT WILL PAY FOR THE FULL COST OF ALL ENGINEERING SERVICES INSTEAD OF ABOVE RATE
Home Occupation – Per Each Individual Request	<del>\$150.00</del> to \$250.00
Interim Conditional Use Permit – Each Individual Request	<del>\$150.00</del> to \$250.00



Platting	
Preliminary plat	\$ 250.00
**Developer is to pay all other related expenses for the platting process.	plus \$50.00 per lot
***All fees pending must be paid in full before proceeding with the final plat.	
Final plat	\$ 150.00
Sign permit – per sign ‘Non-Profits exempt from fee’	<del>\$ 35.00</del> to \$50.00
Variance fee – per each individual request	<del>\$ 150.00</del> to \$250.00

These fees shall become effective from and after due passage and enactment and publication according to law.

ADOPTED this 19<sup>th</sup> day of December, 2022

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**SUMMARY OF ORDINANCE NO. 564**

**AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, NO. 554, AND NO. 557**

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

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The full text of Ordinance No. 564 marked "OFFICIAL COPY" is on file in the Office of the City Administrator, City Hall, La Crescent, Minnesota 55947, along with a reference draft available and open for inspection to enable a convenient means to ascertain where in the voluminous enactments and in the voluminous regulations enacted/amended hereby are found.

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Passed and enacted this 19<sup>th</sup> day of December, 2022.

APPROVED:  
Mikel Poellinger, Mayor

ATTEST:  
Bill Waller, City Administrator

#3.9



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: December 15, 2022  
RE: Authorize Capital Equipment Expenditure

We are suggesting that the City Council approve the following capital equipment expenditure:

1. The 2022 capital equipment certificate includes funds for the purchase of a new  $\frac{3}{4}$  ton pickup that would be used in the City's Public Works Department. The new vehicle would replace a 2006 pickup that would then be shifted to Pine Creek Golf Course. We are suggesting that the City Council approve the purchase of a 2023 Chevrolet Silverado 2500 Double cab from the State bid through Karl Chevrolet at a price of \$35,167.94. As part of the expenditure, we are also suggesting that the City Council approve the purchase of a snowplow for the vehicle at a price of \$8,054 from Universal Truck Equipment.