

CITY OF LA CRESCENT
AGENDA
REGULAR MEETING
LA CRESCENT CITY HALL
315 MAIN STREET
MARCH 13, 2023
5:30 P.M.

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

1. CONSENT AGENDA

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

- 1.1 MINUTES – FEBRUARY 27, 2023
- 1.2 BILLS PAYABLE THROUGH MARCH 10, 2023
- 1.3
- 1.4

2. PUBLIC HEARING/MEETING

3. ITEMS FOR CONSIDERATION

- 3.1 DRAFT ATV/UTV/GOLF CART ORDINANCE
- 3.2 DRAFT SHORT-TERM RENTAL ORDINANCE
- 3.3 DRAFT FOOD TRUCK ORDINANCE
- 3.4 SOLAR REQUEST FOR PROPOSALS
- 3.5 AUTHORIZE USE OF CARBON REDUCTION FUNDS
- 3.6 HORSE TRACK MEADOWS NORTH PRELIMINARY PLAT & REZONING RECOMMENDATION
- 3.7 SAFE ROUTES TO SCHOOL PROJECT - GRANT AWARD
- 3.8 AUTHORIZE CAPITAL EXPENDITURE – WATER METERS
- 3.9 AUTHORIZE PREPARATION OF LAND EXCHANGE AGREEMENT
- 3.10 AUTHORIZE CITY HALL/LIBRARY PLANNING PROCESS
- 3.11 HEALTHY COMMUNITY PARTNERSHIP LEASE
- 3.12 DONATION REQUEST
- 3.13 LOCAL STUDY MATCHING REQUIREMENT
- 3.14 PERSONNEL COMMITTEE RECOMMENDATION
- 3.15 AUTHORIZE CAPITAL EXPENDITURE – COMPUTER EQUIPMENT

CITY OF LA CRESCENT

AGENDA

**REGULAR MEETING
LA CRESCENT CITY HALL
315 MAIN STREET
MARCH 13, 2023
5:30 P.M.**

4. UNFINISHED BUSINESS

4.1

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 NATURAL RESOURCE ADVISORY GROUP – 2/16/2023

6.2 BIKE FRIENDLY COMMUNITY SURVEY

6.3

7. CORRESPONDENCE

7.1 HABITAT FOR HUMANITY

7.2

7.3

8. HOUSTON COUNTY

8.1 NOTICE OF PUBLIC HEARING – NO WAKE ORDINANCE

9. CHAMBER OF COMMERCE

9.1

10 ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
FEBRUARY 27, 2023

Pursuant to due call and notice thereof, the second meeting of the City Council of the City of La Crescent for the month of February was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, February 27th, 2023.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: Cherryl Jostad. Also present were City Attorney Skip Wieser, City Administrator Bill Waller, and Deputy City Clerk Angie Boettcher.

Also present were City Engineer Tim Hruska, Community Development Coordinator Larry Kirch, Police Chief Luke Ahlschlager, and Police Officer Darin Daveau

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 – FEBRUARY 13, 2023
- 1.2 BILLS PAYABLE THROUGH – FEBRUARY 24, 2023
- 1.3
- 1.4

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

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
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 – VALOR COMMENDATION AWARD – DARIN DAVEAU

Police Chief Ahlschlager presented Police Officer Darin Daveau with the Valor Commendation Award for his act of professionalism, courage, and bravery in the line of duty.

ITEM 3.2 – CLOSED SESSION

It being 5:32 pm, Member Hutchinson made a motion, seconded by Member Williams, as follows:

A MOTION TO CLOSE THE REGULAR PORTION OF THE CITY COUNCIL MEETING TO ENTER INTO CLOSED SESSION AS PERMITTED BY MINNESOTA STATE STATUTE 13D.05, SUBD. 3(B) FOR PURPOSES OF PRESERVING ATTORNEY/CLIENT PRIVILEGE RELATING TO ACTIVE LITIGATION REGARDING THE MATTER OF THE CITY OF LA CRESCENT V. RYAN QUANRUD AND THE PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION OAH22-3600-38728 WITH THE ATTORNEYS REPRESENTING THE CITY OF LA CRESCENT IN THIS MATTER.

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

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

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

Council then convened in closed session for litigation matters pursuant to Minnesota State Statute 13D.05, Subd. 3(B) under the attorney-client privilege exception to the Minnesota Open Meeting Law to discuss litigation strategy.

The following persons were in attendance: Mayor Mike Poellinger, Council Members Ryan Hutchinson, Teresa O’Donnell-Ebner, Dale Williams, City Administrator Bill Waller, City Finance Director Kara Tarrence, Police Chief Luke Ahlschlager, Susan Tinadal from the law firm of Iverson Ruevers (via Zoom), and City Attorney Skip Wieser. The closed session adjourned at 6:03 pm.

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

MOTION TO END THE CLOSED SESSION AND RESUME THE OPEN SESSION.

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

Ryan Hutchinson	Yes
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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 – RUN FOR THE ONE – 5K RUN REQUEST

Police Chief Ahlschlager reviewed with Council a request from Bluff County Family Resources to hold a 5K event called “Run For The One”. The event would be held on Saturday, April 29, 2023 at 10:00 am. The route would be a loop that begins and ends at Old Hickory Park. The event is in recognition of Sexual Assault Awareness Month. The La Crescent Police Department would assist with providing an escort, traffic control and security. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE BLUFF COUNTY FAMILY RESOURCES TO HOLD A 5K EVENT CALLED THE ‘RUN FOR THE ONE’ TO BE HELD ON SATURDAY, APRIL 29, 2023 BEGINNING AT 10:00 AM WITH THE ROUTE BEGINNING AND ENDING AT OLD HICKORY PARK WITH THE LA CRESCENT POLICE DEPARTMENT PROVIDING AN ESCORT, TRAFFIC CONTROL, AND SECURITY.

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

Ryan Hutchinson	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 – CITY I/T PROVIDER RECOMMENDATION

Police Chief Ahlschlager requested approval from Council to begin the process of changing City Hall's I/T provider from Locknet to Morris Electronics. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE BEGINNING THE PROCESS OF CHANGING CITY HALL'S I/T PROVIDER FROM LOCKNET TO MORRIS ELECTRONICS.

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

Ryan Hutchinson	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 – DONATION REQUEST

Police Chief Ahlschlager reviewed with Council a request for a city donation in the form of “Ride to School” with a police officer for the Benefit for Hayden Event to be held on Saturday, April 29th at 12:00 pm at the TimeOut Tavern. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE A CITY DONATION IN THE FORM OF “RIDE TO SCHOOL” WITH A POLICE OFFICER FOR THE BENEFIT FOR HAYDEN EVENT TO BE HELD ON SATURDAY, APRIL 29TH AT 12:00 PM AT THE TIMEOUT TAVERN.

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

Ryan Hutchinson	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 – 2022 POLICE DEPARTMENT YEAR-END REPORT

Police Chief Ahlschlager reviewed with Council the 2022 Police Department year-end report. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO APPROVE THE 2022 POLICE DEPARTMENT YEAR-END REPORT.

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

Ryan Hutchinson	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 – DONATION RESOLUTION

City Council reviewed a Resolution regarding the acceptance of donations to the City for the month of February 2023. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

RESOLUTION NO. 02-23-09

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

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

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

1. An Anonymous donor wishes to donate \$25,000.00
2. Tessa and Adam Peterson wish to donate \$100.00

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 27th day of February 2023.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

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 voted in favor thereof, viz;

Ryan Hutchinson	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 – LOCAL PLANNING STUDY RECOMMENDATION

Community Development Coordinator Larry Kirch reviewed with Council the Request for Proposal results for the Walnut Street Plan and is recommending that Council approve entering into a Professional Services Agreement with MSA Professional Services, Inc., in the amount of \$27,000.00 to develop a Walnut Street Corridor Plan. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

MOTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES, INC., IN THE AMOUNT OF \$27,000.00 TO DEVELOP A WALNUT STREET CORRIDOR PLAN.

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

Ryan Hutchinson	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 – WORK/PLANNING SESSION

City Administrator Waller led a work/planning session on the following:

- Re-start planning for the new City Hall/Library project
- Review pending 2023/2024 improvement projects
- Review recycling/refuse collection, utility billing, and the replacement of water meters

This was informational only, no action taken.

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

- 6.1 City Council reviewed the Natural Resource Advisory Group January 5th, 2023 meeting minutes.
- 6.2 City Council reviewed the Root River Trail Committee January 11th, 2023 meeting minutes.
- 6.3 City Council reviewed correspondence from Explore La Crosse.

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
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 7:21 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator

#1.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 10, 2023
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending March 10, 2023. We would suggest that the City Council approve the payment of the bills as presented.

The bills include reimbursements to developers for tax increment benefits in accordance with the development agreements for each project.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ABILITY BUILDING CENTER INC						
15420	FD - CLEANING COMM RM	01/31/2023	312.00	.00		
15420	FD - CLEANING STATION	01/31/2023	198.00	.00		
15421	CITY HALL - SHREDDING	01/31/2023	33.99	.00		
Total 8085:			543.99	.00		
ACENTEK						
2/23 STMT	CITY HALL PHONE CHARGES	02/28/2023	346.39	.00		
2/23 STMT	BLDG/ZNG PHONE CHARGES	02/28/2023	49.48	.00		
2/23 STMT	POLICE DEPT PHONE CHARGES	02/28/2023	337.71	.00		
2/23 STMT	PUBLIC WORKS PHONE CHARGES	02/28/2023	49.48	.00		
2/23 STMT	STREET/ALLEY PHONE CHARGES	02/28/2023	44.59	.00		
2/23 STMT	POOL PHONE CHARGES	02/28/2023	125.16	.00		
2/23 STMT	LICENSE BUR. PHONE CHARGES	02/28/2023	176.75	.00		
2/23 STMT	WATER PHONE CHARGES	02/28/2023	88.25	.00		
2/23 STMT	SEWER PHONE CHARGES	02/28/2023	124.53	.00		
2/23 STMT	ARENA PHONE CHARGES	02/28/2023	289.87	.00		
2/23 STMT	LIBRARY PHONE CHARGES	02/28/2023	134.32	.00		
2/23 STMT	BRUSH SITE PHONE CHARGES	02/28/2023	37.09	.00		
2/23 STMT	GOLF COURSE PHONE CHARGES	02/28/2023	447.47	.00		
2/23 STMT	FIRE DEPT PHONE CHARGES	02/28/2023	506.50	.00		
Total 24:			2,757.59	.00		
AFLAC						
2/23 STMT	INSURANCE PREMIUMS	03/01/2023	91.40	.00		
Total 72:			91.40	.00		
AFSCME						
2/23 STMT	PAYROLL DEDUCTED UNION DUES	03/01/2023	719.92	.00		
Total 25:			719.92	.00		
ALL CRAFT EXTERIORS						
8357	SCDP GRANT EXPENSES	02/20/2023	20,061.00	.00		
Total 9890:			20,061.00	.00		
AMAZON CAPITAL SERVICES						
11CP-LNCX-31C	CITY HALL - COFFEE CUPS	02/13/2023	80.99	.00		
19G4-DDDN-3G3	LIBRARY - BOOKS	03/02/2023	91.36	.00		
1D6M-T7X6-6KV	CITY HALL - OFFICE SUPPLIES	01/31/2023	17.99	.00		
1M4P-LJTR-6CF	PD - OFFICE SUPPLIES	02/14/2023	84.94	.00		
1NHW-NPKP-HC	LIBRARY - OFFICE SUPPLIES	02/24/2023	105.08	.00		
1TH1-CRHG-V33	LIBRARY - OFFICE SUPPLIES	02/21/2023	59.99	.00		
1VR9-9MHK-1W	LIBRARY - BOOKS	03/02/2023	17.61	.00		
1WTX-1TY9-TG	GC - OFFICE SUPPLIES	02/12/2023	28.58	.00		
Total 9956:			486.54	.00		
APPLIED CONCEPTS, INC.						
415242	PD - RADAR UNIT FOR NEW DODGE CHARGER	02/28/2023	3,250.00	.00		
Total 8279:			3,250.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AUTO VALUE LA CROSSE						
516437667	STREET - EXHAUST FLUID	01/26/2023	59.96	.00		
516437667	MAINT - VEHICLE MAINTENANCE	01/26/2023	12.48	.00		
516439231	LAWN MOWER MAINTENANCE	02/09/2023	97.93	.00		
516439284	LAWN MOWER MAINTENANCE	02/09/2023	204.57	.00		
516439285	LAWN MOWER MAINTENANCE	02/09/2023	57.82	.00		
516440597	STREET - VEHICLE MAINTENANCE	02/21/2023	49.98	.00		
516440643	PLOW TRUCK LIGHTS	02/22/2023	128.35	.00		
516440689	PLOW TRUCK REPAIR	02/22/2023	24.28	.00		
Total 2106:			635.37	.00		
BENISH, TYLER J.						
2/24/23 - 2/25/23	MILEAGE REIMB - AWARDS CEREMONY	02/25/2023	208.30	208.30	02/28/2023	
Total 9249:			208.30	208.30		
BOBCAT OF THE COULEE REGION						
01-60629	BOBCAT REPAIR	02/03/2023	117.27	.00		
Total 216:			117.27	.00		
BOB'S SERVICE						
648581	WATER METER REPAIR	02/27/2023	186.00	.00		
Total 8841:			186.00	.00		
BREYER'S SALES AND SERVICE INC						
17040	REPAIR POLE SAW	02/13/2023	24.06	.00		
17073	REPAIR POLE SAW	02/28/2023	36.78	.00		
Total 131:			60.84	.00		
CINTAS CORPORATION						
4146300437	CITY HALL - CLEANING	02/13/2023	63.99	.00		
4147691258	CITY HALL - CLEANING	02/27/2023	64.28	.00		
Total 9696:			128.27	.00		
CITY OF LA CRESCENT						
2/23 ANIMAL	WATER/SEWER UTIL.-ANIMAL SHELTER	02/28/2023	262.71	.00		
2/23 OLD HICKO	WATER/SEWER UTIL.-OLD HICKORY PARK SHELTER	02/28/2023	21.00	.00		
BLD-2023-96868	BUILDING PERMIT - WIESER PARK SHELTER	02/27/2023	1,089.00	1,089.00	02/27/2023	
Total 196:			1,372.71	1,089.00		
CORKY'S PIZZA & ICE CREAM						
2/8/23	PD - LUNCH MEETING	03/08/2023	24.80	.00		
Total 241:			24.80	.00		
CULLIGAN WATER CONDITIONING						
285X20776906	CITY HALL - WATER COOLER RENTAL	03/01/2023	39.95	.00		
285X20776906	MAINT - WATER COOLER RENTAL	03/01/2023	39.95	.00		
285X20776906	PD - WATER COOLER RENTAL	03/01/2023	39.95	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 231:			119.85	.00		
CUSTOM ALARM						
541511	GC - MONTHLY ALARM MONITORING SYSTEM	03/01/2023	41.34	.00		
Total 290:			41.34	.00		
DAVY LABORATORIES						
23B0233	WATER TESTING	02/23/2023	96.30	.00		
Total 312:			96.30	.00		
E O JOHNSON CO INC - LEASE						
33515523	BLDG/ZNG - COPY MACHINE MAINT	02/20/2023	112.49	.00		
33515523	CITY HALL - COPY MACHINE MAINT	02/20/2023	187.50	.00		
33515523	FIRE DEPT - COPY MACHINE MAINT	02/20/2023	74.99	.00		
33515523	POLICE - COPY MACHINE MAINT	02/20/2023	112.49	.00		
33515523	PUBLIC WORKS - COPY MACHINE MAINT	02/20/2023	112.49	.00		
33515523	SEWER DEPT - COPY MACHINE MAINT	02/20/2023	74.99	.00		
33515523	WATER DEPT - COPY MACHINE MAINT	02/20/2023	74.99	.00		
Total 9397:			749.94	.00		
EMERGENCY MEDICAL PRODUCTS INC						
2529074	FD - MEDICAL SUPPLIES	02/21/2023	222.92	.00		
Total 433:			222.92	.00		
FLEXIBLE PLASTICS INC						
1161184	CITY CLEAR GARBAGE BAGS	03/02/2023	3,760.50	.00		
Total 529:			3,760.50	.00		
GARRIDO, EMILIO						
2/13/2023	REFUND UTILITY BILL DOUBLE PAYMENT	02/13/2023	149.99	.00		
Total 10076:			149.99	.00		
GOPHER STATE ONE-CALL						
3020516	WATER - LOCATE	02/28/2023	5.40	.00		
3020516	SEWER - LOCATE	02/28/2023	5.40	.00		
Total 620:			10.80	.00		
GUNDERSSEN LUTHERAN						
11/22 STLMT	TIF REIMB. - SITE IMP. 45%	02/01/2023	7,876.92	7,876.92	03/09/2023	
Total 1157:			7,876.92	7,876.92		
HARTERT'S BUILDING SOLUTIONS						
45997	SCDP GRANT EXPENSES	02/23/2023	400.00	.00		
Total 9689:			400.00	.00		
HETH JR., JENNIFER & ROBERT						
11/22 STLMT	TIF REIMB - SITE IMP. - 90%	02/01/2023	3,481.16	3,481.16	03/09/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8951:			3,481.16	3,481.16		
HILLTOPPER REFUSE & RCYL SRVC						
2/23 BAGS	MONTHLY REFUSE P/U - BAGS	02/28/2023	3,682.80	.00		
2/23 STMT	REFUSE P/U - CITY HALL	02/28/2023	66.41	.00		
2/23 STMT	REFUSE P/U - LIBRARY	02/28/2023	10.00	.00		
2/23 STMT	REFFUSE P/U - FIRE DEPT	02/28/2023	25.00	.00		
2/23 STMT	RECYCLING P/U FIRE DEPT	02/28/2023	16.00	.00		
2/23 STMT	REFUSE P/U MAINTENANCE	02/28/2023	217.69	.00		
2/23 STMT	REFUSE P/U - ARENA	02/28/2023	148.30	.00		
2/23 STMT	REFUSE P/U - ANIMAL SHELTER	02/28/2023	74.19	.00		
2/23 STMT	CITYWIDE RECYCLING P/U	02/28/2023	7,197.80	.00		
Total 9233:			11,438.19	.00		
ILLINOIS LIBRARY ASSOCIATION						
233294	LIBRARY - PROGRAM SUPPLIES	01/04/2023	1,059.18	.00		
Total 9470:			1,059.18	.00		
INNOVATIVE OFFICE SOLUTIONS						
IN4088732	PD - OFFICE SUPPLIES	02/07/2023	58.28	.00		
IN4088732	CITY - OFFICE SUPPLIES	02/07/2023	18.90	.00		
IN4104731	CITY - OFFICE SUPPLIES	02/22/2023	157.98	.00		
IN4106172	CITY - OFFICE SUPPLIES	02/24/2023	16.00	.00		
IN4110874	CITY - CLEANING SUPPLIES	03/01/2023	322.41	.00		
Total 9471:			573.57	.00		
INTERNATIONAL CODE COUNCIL, INC						
Q15.000008204	B&Z - MEMBERSHIP DUES	03/07/2023	145.00	.00		
Total 9943:			145.00	.00		
KIRCH, LARRY						
2/1/23 - 2/28/23	ECONOMIC DEVELOPMENT SERVICES	02/28/2023	2,204.80	.00		
Total 10006:			2,204.80	.00		
KWIK TRIP INC						
2/23 STMT	PD - FUEL	02/28/2023	1,749.20	.00		
2/23 STMT	STREET - FUEL	02/28/2023	1,821.11	.00		
2/23 STMT	PARKS - FUEL	02/28/2023	206.19	.00		
2/23 STMT	FD - FUEL	02/28/2023	87.50	.00		
2/23 STMT	B & Z - FUEL	02/28/2023	45.61	.00		
2/23 STMT	SEWER - FUEL	02/28/2023	45.27	.00		
2/23 STMT	WATER - FUEL	02/28/2023	45.27	.00		
2/23 STMT	PD - VEHICLE MAINT	02/28/2023	8.54	.00		
Total 1014:			4,008.69	.00		
LA CRESCENT ACE HARDWARE						
2/23 STMT	MAINT - CLEANING SUPPLIES	02/28/2023	13.98	.00		
2/23 STMT	MAINT - SAW REPAIR	02/28/2023	11.96	.00		
2/23 STMT	MAINT - VEHICLE MAINTENANCE	02/28/2023	23.17	.00		
2/23 STMT	MAINT - VEHICLE MAINTENANCE	02/28/2023	20.97	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2/23 STMT	MAINT - SMALL TOOLS	02/28/2023	7.59	.00		
2/23 STMT	PAINT FOR FILE CABINETS	02/28/2023	63.73	.00		
2/23 STMT	GC - COURSE MAINTENANCE	02/28/2023	31.98	.00		
2/23 STMT	GC - BENCH REPAIR	02/28/2023	78.46	.00		
2/23 STMT	GC - SMALL TOOLS	02/28/2023	43.12	.00		
2/23 STMT	GC - CLUBHOUSE REPAIR	02/28/2023	10.38	.00		
2/23 STMT	B&Z - WASHER FLUID	02/28/2023	11.99	.00		
2/23 STMT	MAINT - SHOP HOSE NOZZLE	02/28/2023	11.99	.00		
2/23 STMT	MAINT - CLEANING SUPPLIES	02/28/2023	25.98	.00		
2/23 STMT	STREET - SIGN BOLTS	02/28/2023	87.47	.00		
2/23 STMT	PLOW TRUCK LIGHTS	02/28/2023	4.74	.00		
2/23 STMT	SHOP RADIO	02/28/2023	159.99	.00		
2/23 STMT	AIR COMPRESSOR HOSE REPAIR	02/28/2023	11.99	.00		
Total 717:			619.49	.00		
LA CRESCENT AREA EVENT CENTER, INC.						
11/22 STLMT	TIF REIMB. FOR CONST. COSTS 17.5%	02/01/2023	3,390.11	3,390.11	03/09/2023	
Total 9810:			3,390.11	3,390.11		
LA CRESCENT HOTEL GROUP LLC						
11/22 STLMT	TIF REIMB. FOR CONST. COSTS 80%	02/01/2023	15,497.62	15,497.62	03/09/2023	
Total 9816:			15,497.62	15,497.62		
LACKORE ELECTRIC MOTOR REPAIR						
252801	RADIUM PLANT REPAIR	03/07/2023	49.92	.00		
Total 1169:			49.92	.00		
LAPPIN'S LLC						
17846	CITY HALL - CLEANING FEBRUARY	02/28/2023	933.00	.00		
Total 9677:			933.00	.00		
LAW ENFORCEMENT LABOR SERVICES						
2/23 DUES	PD - PAYROLL DEDUCTED UNION DUES	03/01/2023	472.50	.00		
Total 1134:			472.50	.00		
LAXPRINT.COM						
2912	SHORE ACRES SEWER PLANS	02/10/2023	172.00	.00		
2998	B&Z - ZONING MAPS ON POSTERBOARD	02/27/2023	320.00	.00		
3098	PD - ZONING MAP	03/08/2023	90.00	.00		
3098	JASON - ZONING MAP	03/08/2023	90.00	.00		
Total 9554:			672.00	.00		
LEAGUE OF MN CITIES INS TRUST						
7885	CLAIMANT RAN OVER STOP STICKS	01/23/2023	189.00	.00		
Total 1116:			189.00	.00		
LUDWIGSON, JASON						
2/1/23 - 2/28/23	SUSTAINABILITY SERVICES	02/28/2023	3,627.52	.00		
2/1/23 - 2/28/23	REIMBURSE - FOREST PEST DETECTOR TRAINING	02/28/2023	75.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9632:			3,702.52	.00		
MAYO CLINIC AMBULANCE SERVICE						
CPR CLASS 2/8/	CPR CLASS	02/08/2023	108.00	.00		
Total 8150:			108.00	.00		
McCORMICK, MIKE						
11/22 STLMT	TIF REIMB FOR LAND ACQUISITION	02/01/2023	3,816.15	3,816.15	03/09/2023	
Total 8489:			3,816.15	3,816.15		
MENARDS-LA CROSSE						
80144	MAINT - OFFICE SUPPLIES	03/01/2023	47.96	.00		
80144	FD - VEHICLE MAITENCANCE	03/01/2023	6.72	.00		
80144	FD - SMALL TOOLS	03/01/2023	78.97	.00		
80144	FD - CLEANING SUPPLIES	03/01/2023	24.99	.00		
80377	PARKS - CLEANING SUPPLIES	03/07/2023	85.98	.00		
80377	WATER PLANT - OFFICE SUPPLIES	03/07/2023	219.99	.00		
80377	MAINT - BLDG REPAIR	03/07/2023	241.47	.00		
80410	MAINT - BLDG REPAIR	03/08/2023	50.67	.00		
80410	MAINT - SMALL TOOLS	03/08/2023	14.94	.00		
Total 1352:			771.69	.00		
MICROMARKETING, LLC						
913437	LIBRARY - BOOKS	02/09/2023	45.00	.00		
914701	LIBRARY - BOOKS	02/24/2023	39.94	.00		
914859	LIBRARY - BOOKS	02/27/2023	39.94	.00		
Total 10060:			124.88	.00		
MIDWEST LEAK DETECTION						
2310	LOCATE WATER MAIN BREAK WELSHIRE & WILLOW	02/13/2023	408.00	.00		
Total 9304:			408.00	.00		
MIENERGY COOPERATIVE						
MR 1084 #102	FIRE STATION RENOVATION LOAN	03/01/2023	3,000.00	.00		
Total 9578:			3,000.00	.00		
MINNESOTA CHILD SUPPORT PAYMENT CENTER						
3/3/23 P/R00156	MN CHILD SUPPORT	03/06/2023	640.97	640.97	03/06/2023	
Total 9597:			640.97	640.97		
MINNESOTA DEPARTMENT OF HEALTH						
1ST QTR 2023	QTRLY STATE WATER CONNECTION FEE	03/01/2023	4,974.21	.00		
BENISH CLASS	T BENISH - CLASS C WATER RENEWAL	03/09/2023	23.00	.00		
KOCH CLASS C	D KOCH - CLASS C WATER RENEWAL	03/07/2023	23.00	.00		
Total 1396:			5,020.21	.00		
MINNESOTA PUMP WORKS						
INV020328	GRINDER PUMPS - SHORE ACRES	02/16/2023	7,695.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9637:			7,695.00	.00		
MISSISSIPPI WELDERS SUPPLY CO						
3992947	SHOP - GRINDING WHEELS	02/21/2023	39.50	.00		
3992947	GAS FOR TORCH	02/21/2023	102.40	.00		
Total 1322:			141.90	.00		
MTI DISTRIBUTING INC						
1374137-00	GC - REPAIR MOWER	02/01/2023	1,123.12	.00		
1375594-00	GC - CAPITAL EQUIPMENT MOWER GM4700	02/28/2023	15,496.88	.00		
1375751-00	PARKS - MOWER REPAIR	02/15/2023	538.69	.00		
Total 1330:			17,158.69	.00		
NCPERS GROUP LIFE INSURANCE						
2/23 STMT	LIFE INSURANCE PREMIUMS	03/01/2023	96.00	.00		
Total 1619:			96.00	.00		
P & T ELECTRIC INC						
23350	MAINTENANCE SHOP LIGHTS	02/08/2023	196.61	.00		
23404	LIBRARY - BUILDING MAINTENANCE	02/24/2023	2,957.00	.00		
Total 1643:			3,153.61	.00		
PRIZM						
37968	PD - OFFICE SUPPLIES	03/06/2023	668.75	.00		
Total 9431:			668.75	.00		
PUMP 4 LESS						
2/23 CITY	PUBLIC WORKS - MOTOR FUEL	02/28/2023	37.72	.00		
2/23 POLICE	POLICE DEPT - MOTOR FUEL	02/28/2023	54.49	.00		
Total 8604:			92.21	.00		
QUILLINS LA CRESCENT						
2/23 CITY	LIBRARY - PROGRAM SUPPLIES	02/28/2023	14.07	.00		
2/23 FIRE	FD - APPRECIATION DINNER	02/28/2023	82.07	.00		
Total 1707:			96.14	.00		
RIVER VALLEY MEDIA GROUP						
2/23 CITY	ORD 565 - AMENDING FEE SCHEDULE	02/28/2023	36.34	.00		
Total 8163:			36.34	.00		
RONCO ENGINEERING SALES INC						
3313705	PLOW TRUCK REPAIR	02/22/2023	5.37	.00		
Total 1813:			5.37	.00		
SAM'S CLUB						
2/23 STMT	PD - COFFEE	02/28/2023	59.96	59.96	03/06/2023	
2/23 STMT	CITY HALL - COFFEE	02/28/2023	59.96	59.96	03/06/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
2/23 STMT	MAINT SHOP - COFFEE	02/28/2023	59.96	59.96	03/06/2023	
Total 1861:			179.88	179.88		
SEMCAC						
NO. 3	SCDP GRANT EXPENSES	03/06/2023	3,069.15	.00		
Total 9559:			3,069.15	.00		
SOUTHEAST LIBRARIES COOP						
050999	LIBRARY CARDS	02/28/2023	75.00	.00		
051020	LIB - SELCO AUTOMATION FEE	03/02/2023	1,323.24	.00		
051067	LIBRARY - BOOKPAGE SUBSCRIPTION 2023	03/03/2023	7.20	.00		
Total 1962:			1,405.44	.00		
STUBER, KATHRYN						
2/23 LIBRARY	LIBRARY - CLEANING	02/28/2023	200.00	.00		
Total 10010:			200.00	.00		
THE MATHIOWETZ CONSTRUCTION COMPANY						
PAY REQ NO 2	SPORTSMANS LANDING ROAD	03/06/2023	9,690.22	.00		
Total 10055:			9,690.22	.00		
TRI-STATE BUSINESS MACHINES IN						
567292	DMV - COPY/PRINTER	02/28/2023	63.14	.00		
Total 2024:			63.14	.00		
UNITED STATES POSTMASTER						
2/23 CYCLE 1	POSTAGE - WATER/SEWER BILL	02/28/2023	174.24	174.24	02/28/2023	
2/23 CYCLE 1	POSTAGE - WATER/SEWER BILL	02/28/2023	174.24	174.24	02/28/2023	
Total 2102:			348.48	348.48		
VERIZON WIRELESS						
9928799660	PD - COMPUTER DATA & PHONE SERVICE	02/28/2023	498.30	.00		
9928799660	B&Z - COMPUTER DATA	02/28/2023	50.02	.00		
9928799660	WATER DEPT - DATA	02/28/2023	35.01	.00		
9928799660	SEWER DEPT - DATA	02/28/2023	35.01	.00		
Total 8973:			618.34	.00		
VISA						
2/23 STMT	PD - INTERNET PEOPLE SEARCH	02/28/2023	75.00	.00		
2/23 STMT	PARKS- PESTICIDE STUDY MATERIALS	02/28/2023	125.99	.00		
2/23 STMT	MAINT - SHOP TOOLS	02/28/2023	192.48	.00		
2/23 STMT	LIBRARY - BOOKS GRANT FUNDED	02/28/2023	25.00	.00		
2/23 STMT	LIBRARY - PROGRAM SUPPLIES	02/28/2023	20.00	.00		
2/23 STMT	B&Z - CODE BOOKS	02/28/2023	130.00	.00		
2/23 STMT	PARKS - HYDRAULIC FLUID	02/28/2023	77.00	.00		
Total 2208:			645.47	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
VSC CORPORATION						
#25 322 S 1ST	LAND PURCH.-CONTRACT FOR DEED-PRINCIPAL	03/01/2023	2,208.49	.00		
#25 322 S 1ST	LAND PURCH.-CONTRACT FOR DEED-INTEREST	03/01/2023	262.54	.00		
Total 9942:			2,471.03	.00		
WATER SYSTEMS CO.						
491465	LIBRARY - WATER	02/02/2023	38.00	.00		
506053	LIBRARY - WATER COOLER RENTAL	02/28/2023	6.00	.00		
Total 8605:			44.00	.00		
WETTERLIN, SHAWN B.						
SEMCO 2023	REIMBURSE SEMCO MTG DUES 3/8/23	03/08/2023	20.00	.00		
SEMCO 2023	SEMCO 2023 MEMBERSHIP DUES	03/08/2023	40.00	.00		
Total 8624:			60.00	.00		
WIESER LAW OFFICE PC						
2/23 CITY	BLDG/ZNG - LEGAL FEES	02/28/2023	1,289.78	.00		
2/23 CITY	CLERK - LEGAL FEES	02/28/2023	1,289.78	.00		
2/23 CITY	COUNCIL - LEGAL FEES	02/28/2023	1,289.78	.00		
2/23 CITY	SEWER DEPT - LEGAL FEES	02/28/2023	644.90	.00		
2/23 CITY	WATER DEPT - LEGAL FEES	02/28/2023	644.89	.00		
2/23 POLICE	PD - LEGAL FEES	02/28/2023	3,278.30	.00		
Total 2361:			8,437.43	.00		
ZENKE INC						
7048	332 S 1ST ST HOUSE DEMO	03/08/2023	18,400.00	.00		
Total 2412:			18,400.00	.00		
Grand Totals:			181,175.80	36,528.59		

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

#3.1



WIESER LAW OFFICE, P.C.

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

KELLY M. IVERSON
AL "SKIP" WIESER, III

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

AL WIESER, JR.
Emeritus

TO: Honorable Mayor and City Council Members
CC: Bill Waller, City Administrator
Luke Ahlschlager, City Police Chief
FROM: Skip Wieser, City Attorney
DATE: March 3, 2023
RE: Special Vehicles Ordinance

Attached for Council consideration is updated ordinance regulating the use of special vehicles within the City of La Crescent. This item was previously on the October 10, 2022 and January 23, 2023 agendas.

At the January 23, 2023 City Council meeting the City Council reviewed a draft Special Vehicle Ordinance. After that meeting, we updated the following:

1. Change the definition of All-Terrain Vehicle to follow statutory definition.
2. Conditions 1(g) through (k) were updated.
3. A severability and repeal provision are also included.

The updated ordinance will be reviewed at the upcoming City Council meeting. We will also review statutory authority for this ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING THE USE OF
MOTORIZED GOLF CARTS AND SPECIAL VEHICLES ON DESIGNATED
ROADWAYS WITHIN THE CITY OF LA CRESCENT**

The operation of motorized golf carts, all-terrain vehicles, or utility task vehicles is authorized on designated roadways in the City of La Crescent by permit only, pursuant to the authority given to the city by Minnesota Statutes §169.045.

Definitions

The following terms as used in this section shall have the meanings stated:

1. “Motorized golf cart” means a vehicle commonly known as a golf cart, having at least four wheels, and either an electric or a gas motor and designed to be used on golf courses.
2. “All-terrain vehicle” or “ATV” as defined by Minn. Stat. § 84.92.
3. “Utility task vehicle” or “UTV” means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less and has a total dry weight of 1,800 but less than 2,600 pounds.
4. “Designated Roadways” means city streets, avenues and alleys not specifically excluded in this ordinance. It does not mean United States or Minnesota trunk highways or Houston County highways or county state-aid highways unless permitted by county ordinance.

Required Permit.

1. No person may operate a motorized golf cart, ATV or UTV pursuant to this section without a valid permit from the city.
2. Permit applications shall be available at the City Clerk’s office and shall be in a form approved by resolution of the City Council.
3. At the time of application, the applicant shall:
 - a. Provide evidence of insurance complying with the provisions of Minnesota Statutes §65B.48, Subdivision 5, as the same may be amended from time to time. In the event persons operating a motorized golf cart, ATV or UTV under this section cannot obtain liability insurance in the private market, that person may purchase automobile insurance, including no-fault coverage, from the Minnesota Automobile Insurance Plan under MN Statutes §65B.01 to §65B.12, at a rate determined by the commissioner of commerce.
 - b. Provide all other information as may be required by resolution of the City Council.
4. All permits granted pursuant to this section shall be issued for a period not to exceed one

year and may be renewed annually by complying with the requirements of this section.

5. The City Council shall set fees for such permits by resolution.

Conditions

1. No person shall operate a motorized golf cart, ATV or UTV under this ordinance:
 - a. If under the age of eighteen (18) years;
 - b. Without a valid driver's license;
 - c. Except on designated roadways and from sunrise to sunset, unless equipped with original equipment headlights, taillights, and rear-facing brake lights;
 - d. In inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient visibility to clearly see persons and vehicles on the roadway at a distance of five hundred (500) feet;
 - e. Unless the vehicle is equipped with a rear-view mirror as provided in Minnesota Statutes §169.70;
 - f. With a passenger or passengers unless each such passenger is seated on a seat specifically designed for the transport of passengers;
 - g. On private property without the express permission to do so by the owner or occupant of said property;
 - h. On public property including school grounds, parks, playgrounds, and recreational areas without expressed permission from the property public authority;
 - i. On public sidewalks, boulevards, pedestrian bridges, or shoulders;
 - j. In a manner as to create loud, unnecessary, or unusual noise so as to disturb or interfere with the peace and quiet of other persons;
 - k. In a careless, reckless, or negligent manner so as to endanger or be likely to endanger the safety of persons or the property of any other person.
2. Motorized golf carts, ATVs, or UTVs shall display the slow-moving vehicle emblem provided for in Minnesota Statutes §169.522, when operated on designated roadways.
3. The operator of a motorized golf cart, ATV or UTV under permit on designated roadways shall have all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statutes §169, except when those provisions cannot reasonably be applied to a motorized golf cart, ATV or UTV.

Revocation or Denial of Permit

A permit may be revoked by the Chief of Police at any time or denied if it is shown that the motorized golf cart, ATV or UTV is not safely or legally operated or has not been safely or

legally operated within the city. The owner of the permitted vehicle may appeal any such revocation or denial to the City Council by filing notice of appeal at City Hall not later than 14 days after the date of notice of the revocation or denial action.

Limitation of Liability.

Nothing in this chapter shall be construed as an assumption of liability by the City for any injuries to persons or property which may result from the operation of a permitted motorized golf cart, ATV or UTV, the grant of such permit, or the failure by the City to revoke said permit.

City Use Authorized

Authorized city staff may operate a city-owned motorized golf cart, ATV or UTV without obtaining a permit within the city when conducting city business.

Violation and Penalties

Any person violating any provision of this ordinance shall be guilty of a misdemeanor punishable by up to ninety (90) days in jail, a fine of One Thousand 00/100 Dollars (\$1,000.00), or both. The permit may be revoked by the City for any violations of this ordinance.

Severability

Any provision of this ordinance shall be nullified by action of a court of competent jurisdiction, all other provisions shall remain in full force and effect.

Repeal

Ordinance No. 521 adopted May 29, 2018 amending ordinance 354 adopted July 13, 1998 are hereby repealed upon this ordinance becoming effective.

Effective Date

This ordinance shall take effect from and after its passage and publication according to law.

Passed and enacted this _____ day of _____, 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.2



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 10, 2023
RE: Draft Short-Term Rental Ordinance

Attached is a draft of a short-term rental ordinance. The City Attorney will review this with the City Council at the meeting.

The ordinance is still in draft form, and we expect that there will be revisions after review and discussion. One challenge for the City going forward is that until there is additional staff in the City's Building/Zoning Department, there isn't available staff time to administer this ordinance.

ORDINANCE NO. _____

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

I. PURPOSE

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

II. SCOPE

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

Short-term rental: The rental or lease of a dwelling unit in whole or in part for thirty (30) days or less.

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

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

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

IV. PERMIT REQUIRED

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

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

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

Issuance of Short-Term Rental Permit:

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

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

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

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

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

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

V. RESPONSIBILITY OF OWNERS:

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

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

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

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

For lots of less than 1/2 acre:

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

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

Mooring and Storage of Watercraft:

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

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

Rental Limit: No dwelling unit shall be rented out more than 120 times per calendar year.

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

Lodging Tax: The state legislature has authorized the imposition of a tax upon short-term-rental properties. The City has imposed such a lodging tax to provide funding to stimulating tourism within the community. The lodging tax is administered by the Minnesota Department of Revenue as per Ordinance No. _____. It shall be the responsibility of the owner and STR-permit holder to ensure that all lodging taxes are paid as required by the Minnesota Department of Revenue.

VI. DISORDERLY CONDUCT:

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

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

peace and quiet of the other occupants of the permitted premises or other surrounding premises;

9. Minn. Stat. § 152.027, subd. 4, which prohibits the unlawful sale or possession of small amounts of marijuana;
10. Minn. Stat. § 152.092, which prohibits the unlawful possession or use of drug paraphernalia;
11. Minnesota State Fire Code 302 and 307-307.5, which limit recreational fires to no larger than 3' X 3' feet, natural wood only, attended until extinguished, conditions permitting; and
12. Minn. Stat. §§ 624.20-624.21 which prohibits exploding fireworks.

Determination of Disorderly Conduct:

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

VII. PERMIT SUSPENSION OR REVOCATION:

Procedure:

1. Every short-term rental permit issued under this Section is subject to suspension or revocation by the City Administrator for any violation of this Section or any other ordinance of the City or the law of the state.
2. The Building Official may recommend suspension or revocation of a short-term rental

permit to the City Administrator. The City Administrator shall review the recommendation and the reasons supporting the recommendation and may suspend or revoke the permit. The City Administrator shall provide written notice to the owner and agent of the suspension or revocation. The notice shall inform the owner and agent of the right to appeal the decision of the City Administrator to the City Council.

3. Any applicant aggrieved by the suspension or revocation of a short-term rental permit may appeal to the City Council. Such appeal shall be taken by filing with the City Administrator within ten (10) days after date of issuance of the written suspension or revocation notice, a written statement requesting a hearing before the City Council and setting forth fully the grounds for the appeal. A hearing shall be held within thirty (30) days of receipt of the request. Notice of the hearing shall be given by the City Administrator in writing, setting forth the time and place of hearing. Such notice shall be mailed, postage prepaid, to the applicant at his/her last known address at least five (5) days prior to the date set for hearing.

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

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

VIII. APPEAL

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

IX. POSTING

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

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

- No person shall undertake the short-term rental of any dwelling unit without a City permit.
- A copy of the lease shall be available at the dwelling unit at all times during the lease term.
- Every permitted premises shall have an agent within 30 miles available during all times the unit is rented, 24 hours a day at the following phone numbers: _____ and/or _____ to respond immediately to complaints and contacts relating to the dwelling unit.
- The Maximum Overnight Occupancy for this dwelling unit is: _____ occupants. Not counting children under three (3) years of age.

- No watercraft shall be permanently or temporarily placed or stored within the side yard setback of the permitted premises.
- Disorderly conduct is prohibited. All disorderly conduct will be reported to the property's agent and the La Crescent Police Department.
- Increased noise regulations are in place between the hours of 10 p.m. and 7 a.m.
- Littering is prohibited.
- Recreational fires are limited. Please check with the City to determine what prohibitions exist for current conditions.
- Any violation of this Section shall constitute a misdemeanor.

X. Compliance


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

XI. PENALTY

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

3.3



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator 
DATE: March 10, 2023
RE: Food Truck Ordinance

Attached is a draft of a food truck ordinance. The City Attorney will review this with the City Council at the meeting.

The ordinance is still in draft form. Periodically there are questions about food trucks in the City, but to date the number of times that it has been raised may not warrant a stand-alone ordinance.

CITY OF LA CRESCENT ORDINANCE NO. _____

AN ORDINANCE REGULATING THE USE OF MOBILE FOOD UNITS (ALSO KNOWN AS FOOD TRUCKS) WITHIN THE CITY OF LA CRESCENT

The City Council of the City of La Crescent hereby ordains:

DEFINITIONS

1. **Definitions.** As used in this chapter, the following terms shall have the following meanings:
 - A. "Applicant" means a person who applies for a Mobile Food Unit License.
 - B. "City" means the City of La Crescent.
 - C. "Council" means the City of La Crescent City Council.
 - D. "Licensee" means a person who possesses a Mobile Food Unit License.
 - E. "Mobile Food Unit" means a food and beverage service establishment that is a vehicle mounted unit, either motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of Vending.
 - F. "Operator" includes any person, firm, or corporation who owns, leases, contracts or in any other fashion permits a person to operate under this Ordinance any Mobile Food Unit for the purpose of Vending, including the person driving or working in any such Unit.
 - G. "Vend" or "Vending" means offering food or beverage for sale from a Mobile Food Unit within the City limits.

ORDINANCE

2. **License Required.** No Operator shall Vend from a Mobile Food Unit within the City unless a license to do so is first obtained from the City. There shall be three types of licenses issued to Mobile Food Units by the City:

- (a) Annual Property Owner Owned Mobile Unit License;
- (b) Per Occurrence License for visiting Mobile Food Units;
- (c) Annual License for visiting Mobile Food Units.

The License Fees shall be established by resolution adopted by the Council, and shall entitle the Operator to Vend from one such vehicle for the time period specified in the license.

3. **License Application and Approval.** Application for a Mobile Food Unit License shall be made in writing to the Deputy City Clerk.
 - A. **License Fee.** The License Fee is due at the time of filing the application. Payment may be made by either cash or check, payable to the City.

B. **Required Information.** The Deputy City Clerk may require certain information on the application as it deems reasonable and necessary including but not limited to the following:

i. **Applicant Information.** Name and address of the Applicant; name and address of proposed Vending location, including a signed authorization from the property owner(s) of where the Mobile Food Unit will be located;

ii. **Particular Information about Mobile Food Unit.** Vehicle registration and licensing, types of equipment, power sources, installation specifications, and information on any custom fabricated equipment within the Unit;

iii. **Proof of Compliance.** Copies of all licenses or permits required by the State of Minnesota Health Department or Houston County Public Health;

iv. **Indemnity.** A signed statement that the Applicant will defend, indemnify, and hold the City harmless from any and all claims for damage to property or injury to persons which might result or arise out of the Applicant's operation of a Mobile Food Unit as permitted by this Ordinance.

v. **Insurance.** A certificate of insurance showing the Applicant has obtained the following types of coverage:

a. **Minimum liability and contractual liability policy** in the amount of one hundred thousand dollars (\$100,000.00) per person;

b. **Food Products Liability** in the amount of one hundred thousand dollars (\$100,000.00) per person;

c. **Property Damage** in the amount of one hundred thousand dollars (\$100,000.00) per incident;

d. **Bodily injury** in the amount of three hundred thousand dollars (\$300,000.00) for each accident for bodily injury.

vi. **Scope of Insurance.** Each policy mentioned above must protect the Applicant, property owners, and the City from all claims for damage to property or bodily injury, including death, which may arise from the Applicant's operation of a Mobile Food Unit. The policies shall further provide that they may not be cancelled except upon 30 days' written notice filed with the Deputy City Clerk. No license issued under this Ordinance shall be valid at any time the insurance required by this clause is not maintained and evidence of its continuance is on file with the Deputy City Clerk. A certificate of insurance shall contain an acknowledgement signed by the insurer that prior to modification, cancellation or termination of the subject policy, written notice shall be sent to the Deputy City Clerk by said insurance company.

vii. **Final Approval.** Upon receipt of all required information and the payment of all required license fees, the Deputy City Clerk or City Administrator shall approve the application.

4. **Transfer of License Prohibited.** The Mobile Food Unit license may not be transferred to another person or entity. Each license is valid for only one Mobile Food Unit.
5. **Limitations on Vending Activity.** The following restrictions apply to Mobile Food Unit Operators throughout the City:
 - A. An Operator shall not set up any dining area on public property, including but not limited to, tables, chairs, booths, stools, benches, or stand-up counters.
 - B. An Operator may only serve customers when the Mobile Food Unit is lawfully stopped.
 - C. An Operator must comply with all posted parking restrictions.
 - D. All waste liquids, garbage, litter, and refuse shall be kept in leak proof, nonabsorbent containers which shall be kept covered with tight-fitting covers and properly disposed of. No waste liquids, garbage, litter or refuse shall be dumped or drained into sidewalks, streets, gutters, drains, trash receptacles, or any other place other than the Mobile Food Unit. The garbage receptacle shall be easily accessible for customer use. The Licensee and Property Owner shall be responsible for all litter and garbage left by customers.
 - E. The Operator must comply with the Minnesota Food Code.
 - F. Mobile Food Unit hours of operation must comply with the City's existing noise ordinance, as it may be updated from time to time.
 - G. An operator shall not operate from any vending activity within 125 feet of the nearest property line of any restaurant within the City.
 - H. An operator shall not operate from any vending activity in any City operated parking lot, road right of way, or City park, unless a partial exemption is obtained from the City Council.
6. **Compliance with State law.** Any Mobile Food Unit wishing to operate within the City must first meet all licensing and registration requirements under the laws of the State of Minnesota. Proof of compliance with State law is required.
7. **Notice from Annual License Holders.** Mobile Food Units which purchase an Annual License must give at least two (2) weeks prior notice to the City of the Mobile Food Unit's desire to Vend in the City on its selected date. If the Mobile Food Unit does not provide at least two (2) weeks prior notice to the City of its desire to Vend in the City on a selected date, then the Mobile Food Unit shall be considered in violation of this ordinance and subject to the Penalty and Enforcement provisions in Paragraph 10.
8. **Exempt events.** The following City events are partially exempt from certain requirements and application of this Ordinance: Applefest weekend and approved Farmers' Markets operating within City owned parking lot, or event designated as exempt by the Council. The City Council reserves the right to partially exempt certain events that may take place in a City operated parking lots, road right of way, or City park.

8(a) **Exemption.** The events identified immediately above shall not be required to adhere to Paragraph 5(a) of this Ordinance. Moreover, a separate fee schedule for these exempt events shall be applicable, which separate fee schedule shall be set by the event's organizer. The separate fee schedule set by the event's organizer shall not set any license fee lower than the City's current fee schedule for Mobile Food Units.

9. **Penalty and Enforcement.** Any person, firm, or corporation who violates any part of this Ordinance shall be guilty of a misdemeanor and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
10. **License Suspension, Revocation and Denial.** Any license issued by the City pursuant to the provisions of this Ordinance may be suspended, revoked, or, if in connection with the application or renewal of a license, denied upon a finding that the Licensee:
 - A. Failed to comply with any applicable state law, city ordinance, Minnesota Food Code, or state or county health regulation relating to a Mobile Food Unit;
 - B. Failed to possess any license, permit, or approval from any state or county authority needed in order to legally operate the Mobile Food Unit within the State of Minnesota or Houston County;
 - C. Violated any provision of this Ordinance;
 - D. Failed to comply with any condition set forth in the license;
 - E. Allowed the Mobile Food Unit business to be operated or maintained in a way that unreasonably annoyed, endangered or injured the safety, health, morals, comfort or repose of any considerable number of members of the public; or
 - F. Provided false or misleading information on the application.
11. **Effective Date.** This Ordinance shall be in full force and effect from its date of publication.

PASSED AND ADOPTED by the City Council of the City of La Crescent, Minnesota, this
_____ day of _____, 2023.

SIGNED:

Mayor

ATTEST:

City Administrator

#3.4



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: 02/22/2023

Re: Amended Solar RFP Ice Arena and Aquatic Center

Per changes in federal law, specifically the direct pay provision from the Inflation Reduction Act, the solar RFP for the Ice Arena and Aquatic Center has been amended. The amended version includes language that requires any proposal to include options for utilizing the direct pay provision for the federal solar tax credit. The proposal also includes language which gives proposals the opportunity to address the additional 10% federal solar tax credit rider for domestically sourced solar PV materials. The RFP now contains an option, rather than a requirement, to include a Power Purchase Agreement. We are requesting the council authorize the release of the amended solar RFP with a submission due date of May 12th, 2023.

#3.5



To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: 02/22/2023

Re: Carbon Reduction Program funds

La Crescent will be awarded \$12,000 in Carbon Reduction Funds through the La Crosse Municipal Planning Organization in 2023. The CRP funds require a 20% match of \$2,400 dollars. The funds will be provided to the city for 4 years (2023-2026). Funds are likely for 2027, but not guaranteed. The city is proposing to use those funds replace a current police cruiser with a fully electric powered police cruiser. The city would use the funds to lease the electric police cruiser with D&M Leasing. The Master Lease Agreement would provide the city the option to purchase the vehicle for \$1 at the end of the 4- or 5-year lease term. The existing police cruiser is used approximately 365 days a year and travels on average 50 miles per day with a gas mileage of 17 mpg, thereby utilizing 1,060 gallons of gas a year. The vehicle is used for patrol at all hours of the day. Gas savings do not consider idle time that will be saved. Utilizing the La Crescent fleet study, completed by Sawatch Labs, replacing the existing police cruiser with a fully electric powered police cruiser would result in a 93% GHG emission reduction. Usage of this proposed electric vehicle would provide the city data to demonstrate how future electric vehicle purchases would benefit the city. We are requesting that the city council approve use of the CRP funds and local match to lease a fully electric powered police cruiser.

#3.6



TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: March 1st, 2023

RE: Horse Track Meadows North Preliminary Plat and Rezoning

At the November 1st 2022 planning commission meeting members approved a motion to rezone the property at 1786 County Highway 6 from agricultural to R-2. The commission approved a motion to recommend approval of the preliminary plat for 1786 County Highway 6 with the conditions outlined in the October 28th letter from WHKS. The conditions outline in the WHKS letter are included below:

1. The preliminary plat is not proposing to construct any public improvements. The subdivision fronts an existing local road and is served by existing utilities constructed as part of Horse Track Meadows.
2. Sanitary sewer and watermain connection fees are not applicable. The sanitary sewer and watermain connection fees for the subdivision were included with the Horse Track Meadows project.
3. Stormwater runoff from the subdivision will be conveyed to the existing stormwater management facility on Outlot 1 of Horse Track Meadows and Outlot 1 of Horse Track Meadows North. The existing stormwater management facility was designed to manage runoff from this subdivision.
4. The applicant must secure all necessary permits before construction begins including a NPDES storm water permit if required. The Owner, or their representation, will be responsible for permit compliance.
5. Provide buildable lot acreages.
6. The parcel is unplatted and should be noted as such on the preliminary plat.
7. A grading plan should be submitted with the final plat. The grading plan should show proposed building locations, styles, floor elevations, and erosion and sedimentation controls.

MINUTES, REGULAR MEETING
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA
NOVEMBER 1ST, 2022

The Planning Commission met at 5:30 p.m., on November 1st, 2022 in the City Council Chambers at City Hall. Upon a roll call taken and tallied by the Sustainability Coordinator, the following members were present: Greg Husmann, Mike Welch, Dave Coleman, Chris Langen, and Jerry Steffes. City Sustainability Coordinator, Jason Ludwigson, Economic Development Director, Larry Kirch, and City Attorney Skip Wieser were also present. Dave Hanifil arrived at 5:35 p.m. Member Ryan Stotts was absent. City Council representative Cherryl Jostad was absent.

Members recited the Pledge of Allegiance.

Item 4. Approval of September 6th 2022 Meeting Minutes

Mike Welch made a motion to accept the minutes from the September 6th meeting. Dave Coleman seconded the motion.

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

Greg Husmann	Yes
Mike Welch	Yes
Chris Langen	Yes
Jerry Steffes	Yes
Dave Coleman	Yes
Dave Hanifil	Yes

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

Item 5. Public Hearing for Preliminary Plat and Zoning Change 1786 County Highway 6

At 5:35 Chair Husmann opened the public hearing for the re-zoning and preliminary plat at 1786 County Highway 6. Jason Ludwigson and Attorney Weiser provided an overview of the preliminary plat. The property was purchased with the intent to be redeveloped. The public notice and plat were sent to the Houston County engineer. Chair Husmann closed the public hearing at 5:39. No members of the public

addressed the commission. Discussion by the commission followed.

Dave Coleman made a motion to recommend rezoning from agricultural status to R-2. Dave Hanifl seconded the motion.

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

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

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

Mike Welch made a motion to recommend approval of the preliminary plat with the conditions outlined in the October 28th letter from WHKS. Dave Coleman seconded the motion.

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

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

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

Item 6. Public Hearing on Text Amendments for Short Term Rentals

At 5:50 Chair Husmann opened the public hearing for text amendments for short-term rentals. Attorney Wieser noted that the City of La Crescent currently does not have any regulation regarding short-term rentals. The city could require properties renting for less than 30 days to get a license from the city.

Obtaining the license for short-term rentals would require meeting the conditions as outlined in the draft short-term rental ordinance. Public comments were received by Vonnie and Mark Levenik related to the draft ordinance for short-term rentals. Chair Husmann closed the public hearing at 6:14. Discussion by the commission followed.

Jerry Steffes made a motion to table the text amendments to the short-term rental ordinance with the request that more information be gathered. Dave Coleman seconded the motion.

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

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

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

Item 7. Public Hearing on Electric Vehicle Ordinance

At 6:15 Chair Husmann opened the public hearing for the electric vehicle ordinance. No members of the public addressed the commission. Chair Husmann closed the public hearing at 6:16. Jason Ludwigson provided an overview of the changes to the draft ordinance as requested by the planning commission. Discussion by the commission followed.

Dave Hanifil made a motion to recommend the ordinance including option A in the table provided. Dave Coleman seconded the motion.

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

Greg Husmann	Yes
Mike Welch	Yes
Chris Langen	Yes
Dave Coleman	Yes
Dave Hanifl	Yes
Jerry Steffes	No

Item 8. Review Draft Ordinance Regulating Mobile Food Units

Attorney Wieser reviewed a draft ordinance regulating mobile food units. Discussion by the commission followed. Chair Husmann suggested that the city council provide some direction on this topic.

Jerry Steffes made a motion to table the discussion of an ordinance regulating mobile food units to a future meeting. Mike Welch seconded the motion.

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

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

Item 9. Information item Xcel Public Utilities Commission filing for a public charging network, an electric school bus pilot, and program modifications

Jason Ludwigson provided an overview of the electric vehicle filing with the Public Utilities Commission by the states largest public owned utility. Item was informational only.

Members agreed to the next Planning Commission meeting date of December 6th, 2022 at 5:30 p.m. The meeting duly adjourned at 7:16 PM.

PRELIMINARY PLAT

[illegible]

#3.7



District 6 Rochester
2900 48th St. NW
Rochester, MN 55901

February 14, 2023

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

Dear Mr. Ludwigson,

The District 6 Area Transportation Partnership (ATP-6) would like to thank you for the submittal of your application, *La Crescent Safe Routes to School Implementation*, as part of the 2027 Transportation Alternatives (TA) Program solicitation.

Below is a list of the projects that were selected and the amount of awarded funding. Your project was awarded \$223,280. The ATP-6 attempts to use all available TA funds to fund the highest-ranking projects.

- City of La Crescent – La Crescent Safe Routes to School Implementation \$223,280
- City of Red Wing – Mississippi Blufflands State Trail – Red Wing Riverfront \$575,591
- Houston County – CSAH 21 on road trail facility \$808,216
- City of Northfield – TH 19 Trail Improvements Project - \$492,913

Your project will be programmed into the 2024-2027 State Transportation Improvement Program (STIP) which includes the state's next four-years of planned transportation projects. Please work with the MnDOT District 6 State Aid Office during the development of your project. You may contact Fausto Cabral, MnDOT D6 State Aid Engineer, at 507-251-1930 if you have any questions.

Sincerely,

Greg Paulson Digitally signed by Greg Paulson
Date: 2023.02.14 14:41:42 -06'00'

Greg Paulson
Area Transportation Partnership Chair
District 6 Assistant District Engineer – Program Delivery

CC: ATP-6, Mark Schoenfelder, Fausto Cabral, Tracy Schnell, Kurt Wayne, John Kahoun

Equal Opportunity Employer



Safe Routes to School Implementation

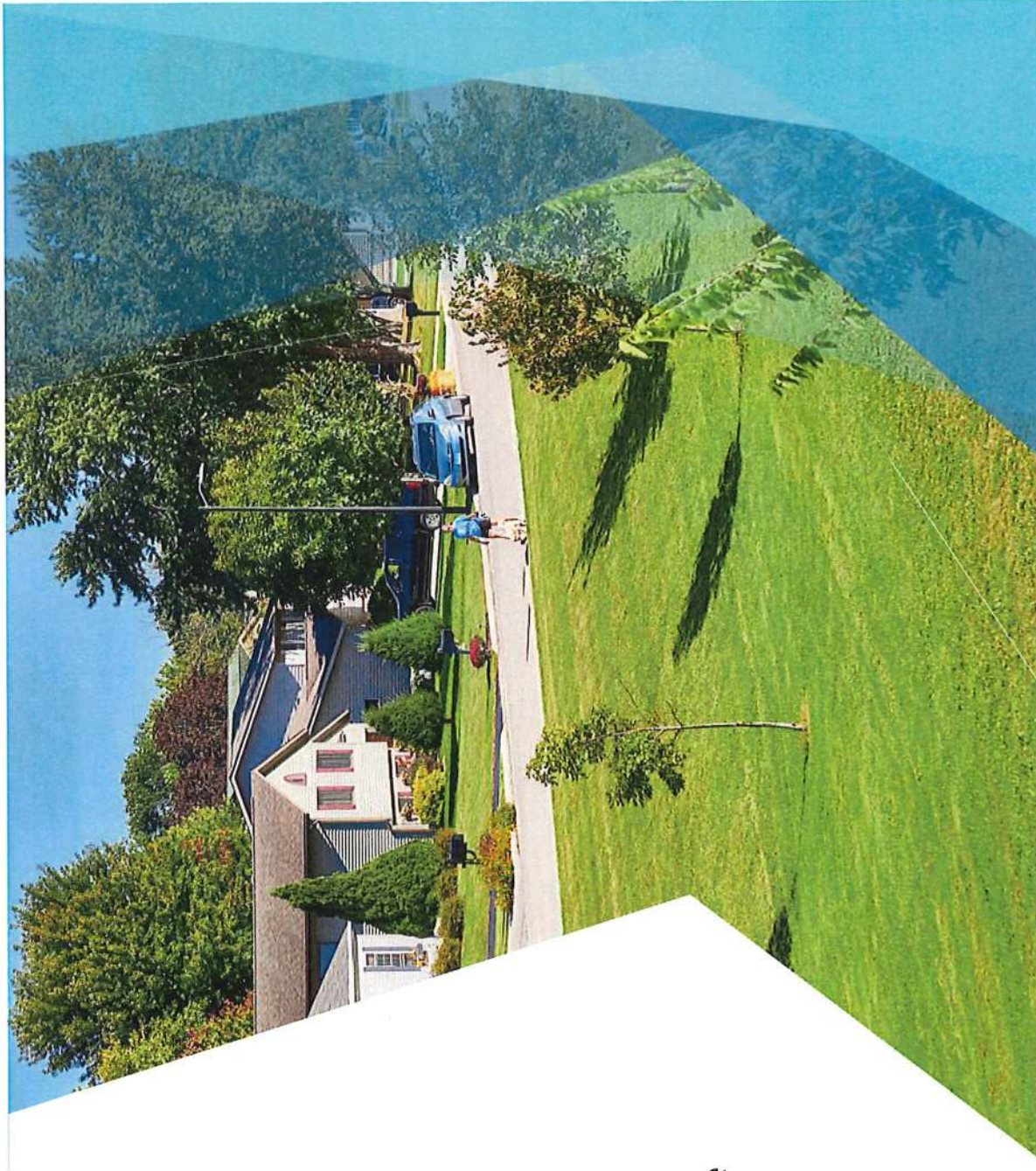
Presented to the
SE Minnesota ATP

Friday, February 10, 2023
11:45 AM



Project Overview

- ▶ Projects identified in the 2020 SRTS Plan
 - ▶ SRTS Plan received significant public input
 - ▶ Improves connections for all 4 schools
 - ▶ Makes significant infrastructure improvements to improve walking and biking to school
- ▶ All projects are on City streets



Project Overview



Project Overview

- ▶ **(E)** - Replace the sidewalk running along 2nd Street in front of Crucifixion Elementary



CRUCIFIXION ELEMENTARY
LA CRESCENT, MN

Project Overview

- ▶ **(A)** - Install two bump-out pedestrian crossings at Oak Street and 3rd Street intersection



LA CRESCENT HOKAH ELEMENTARY SCHOOL

Project

- ▲ (A) - Improve pedestrian crossing on Lancer Blvd. near the school's main entrance
- ▲ (B) - Install four bump-out pedestrian crossings
- ▲ (D) - Add two bump-out pedestrian crossings on the north side of the intersection
- ▲ (F) - Implement pedestrian crossing outside Montessori & STEM along Oak St.
- ▲ (J) - Add sidewalk on the south side of 11th St between Cedar Dr. & Oak St.
- ▲ (M) - Add sidewalk on the south side of 12th St between Lancer Blvd. & Skunk Hollow Rd.



LA CRESCENT HOKAH SECONDARY/MONTESSORI & STEM SCHOOL
LA CRESCENT, MN

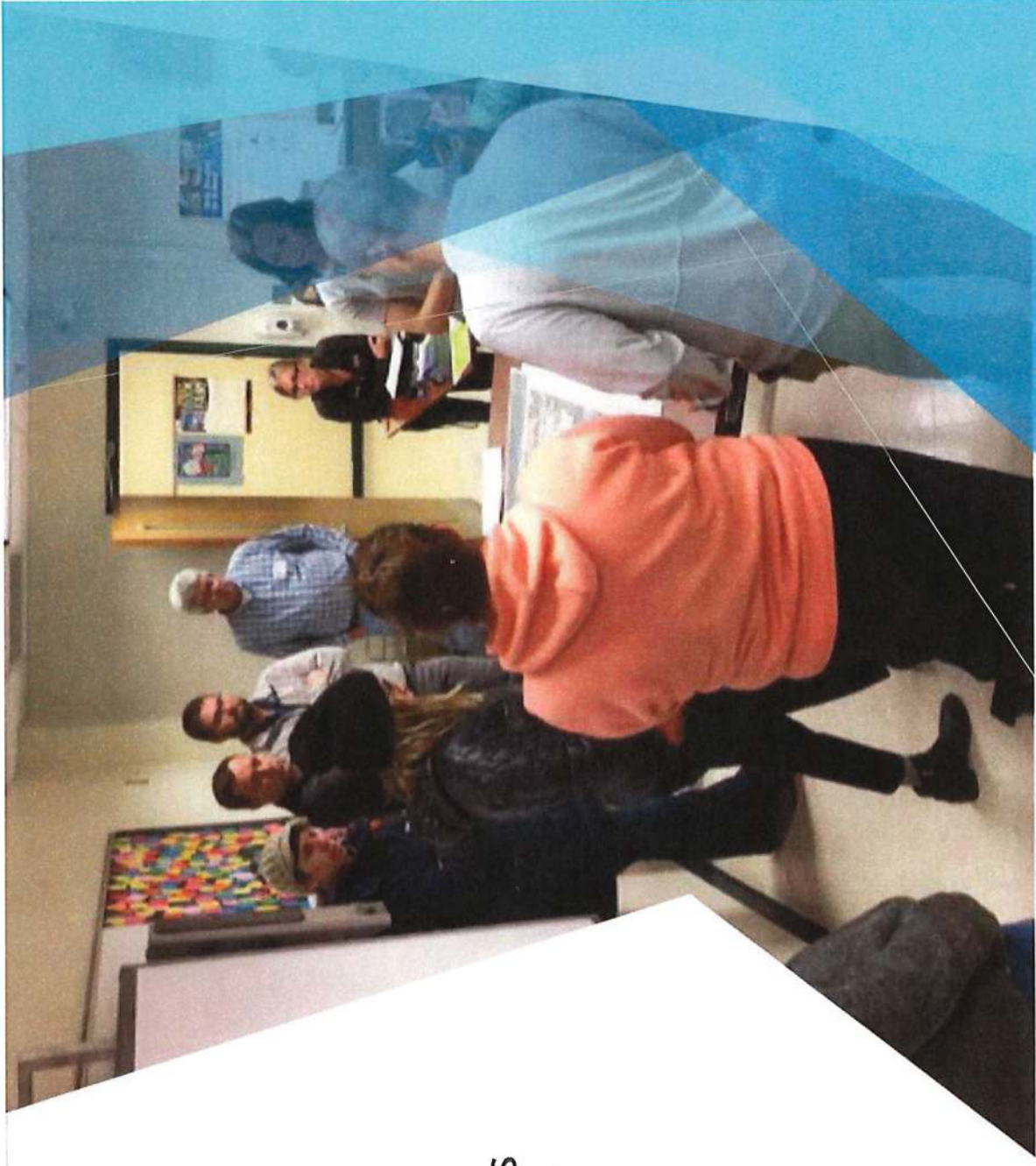


Objectives

- ▶ Walking and biking to school is safe, comfortable, and fun for all students in La Crescent
 - ▶ Traffic calming
 - ▶ Slower speeds
 - ▶ Decrease crossing distances
 - ▶ Connects residential area
 - ▶ Increased physical activity
 - ▶ Healthier community

Project Delivery

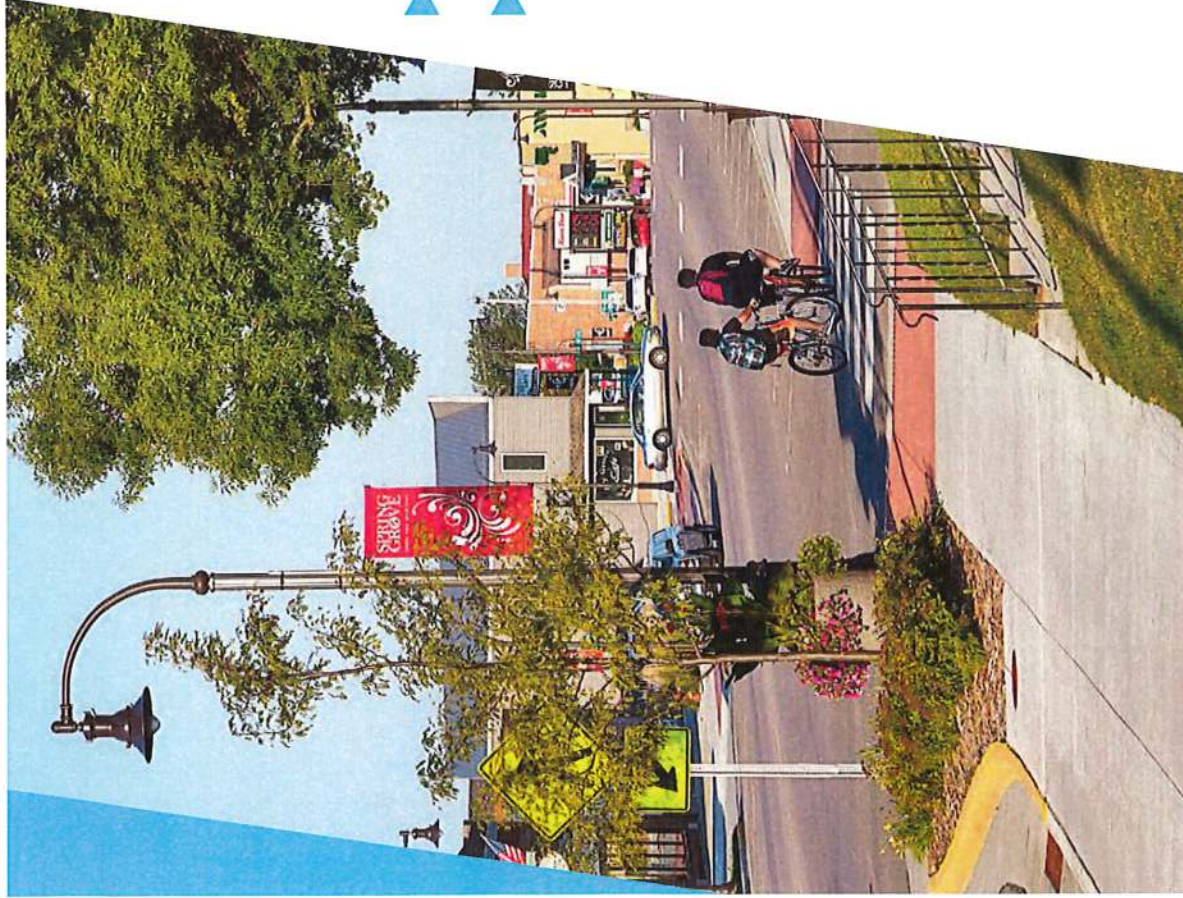
- ▶ Public involvement in SRTS Plan
- ▶ Demonstration Projects
- ▶ No Right-of-Way required



Financing

- ▶ ATP: \$223,280
- ▶ City Funds: \$140,020

whks



Equity

- ▶ School locations in older parts of the community
- ▶ Property values
- ▶ Pedestrian connectivity to destinations
 - ▶ Improves connections to previous projects
 - ▶ Wagon Wheel Trail and Bridge
 - ▶ Oak Street Sidewalk
 - ▶ Downtown





Questions and Answers

Thank You!

#3.8



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 9, 2023
RE: Authorize Expenditure

As part of the on-going discussion about improving efficiency and allowing for the opportunity to convert utility billing from a quarterly bill to a monthly bill, it will be necessary for the City to replace approximately 752 water meters.

The City has 2,981 water meters, 2,229 which have already been replaced and now have the radio read feature which streamlines the water meter reading process. The City currently spends 34 hours per quarter reading water meters. The conversion to an all radio read system will reduce that time to just a couple of hours per month.

The City has received \$557,804 in American Rescue Funds. We are suggesting that the City Council commit approximately \$263,200 in American Rescue Funds towards the replacement of the remaining 752 water meters. In doing so, we are suggesting that the City Council make the finding that given current budget restrictions, it would take approximately 9 years to complete the water replacement program. The use of American Rescue Funds for the water replacement program will reduce that time frame to 18 months, without an increase to water rates which would otherwise be required to complete this project.

It will take City staff 12-18 months to complete the water meter replacement program.

#3.9



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *BW*
DATE: March 9, 2023
RE: Land Exchange Agreement

We have had on-going discussion with the owner of the property at 328 First Street South about the City's interest in purchasing the property. The discussion has been friendly, but we have not been able to arrive at a purchase price that is agreeable to both the buyer and the seller.

In the course of our discussion, we proposed trading the City Hall property at 315 Main Street for the property at 328 First Street South at a date, not yet determined, in the future. The property owner is agreeable to working towards that end.

We are suggesting that the City Council authorize the City Attorney to prepare a draft of an executory contract for an exchange at the City's discretion. The City Attorney will review this with the City Council at the meeting. The draft of the contract will be brought back to the City Council for review prior to it being distributed to the property owner.

#3.10



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 9, 2023
RE: City Hall/Library Planning Process

Attached is the planning information that has been done to date regarding a new City Hall. The planning process was halted due to the health pandemic, and we are now suggesting that the City Council authorize re-starting the planning process.

As part of the process, we are suggesting the following:

- Authorize City staff to work with Dave Holstrom to review and update the evaluation that has been done to date on City Hall and the Police Department.
- Evaluate the space needs of the library and include the Library Director in the planning process.
- Mayor Poellinger and City Council member O'Donnell-Ebner were designated as the City Councils representatives to the planning and study process. Approve their continued participation with this project.



Member of The American Institute of Architects
CONSTRUCTION EXPRESS INC
411 LA CROSSE STREET
LA CROSSE, WI 54601
(608) 784-9200
FAX (608) 784-9396

CITY OF LA CRESCENT
CITY HALL & POLICE STATION
LA CRESCENT, WISCONSIN

NEW FACILITY STUDY PROGRAMMING MEETING #1

AUGUST 3, 2015 10:00 AM

ATTENDANCE:

Bill Waller	City Administrator – La Crescent
Doug Stavenau	Police Chief – La Crescent
Debra Shimshak	Finance Director – La Crescent
Shawn Wetterlin	Building & Zoning Official – La Crescent
David Holstrom	Architect - Construction Express Inc

DISCUSSION ITEMS:

BUILDING PROGRAM GOALS

1. The general programming goal of this report, is to survey existing space allowances, discuss existing building deficiencies, project future building needs, discuss alternate possible proactive building opportunities, and establish preliminary budget costs for future building plan consideration.
2. Building program should provide improvement in efficiency of operations and communications between departments, as well as better serve the community and their future programs.

GENERAL BUILDING DISCUSSION

3. Provisions for a future Deputy Clerk should be considered.
4. Provisions for a future Assistant Utility Clerk should be considered.
5. Current Finance Director office is too small to accommodate appropriate file storage.
6. City Administrator office size is satisfactory presently.
7. The Mayor and Council members do not have offices and there is no intention to create them in the future.
8. There are currently no county offices in the building and no plans to add them in the future.
9. Police Station upgrades should include a second interview room, locker rooms with showers, and improved placement of toilet facilities, secure evidence storage and more file space.

10. Provisions for a future IT office and server space should be considered.
11. The present entry/lobby space is congested and functions poorly for DMV, reception, customer access, and employee circulation.
12. DMV should have own lobby and queuing space within department, and additional file and supplies storage.
13. New building should control public access better, allowing circulation in a controlled manor.
14. New Police Station should be equipped with "Sally Port" capabilities with bathroom and small interview room.
15. The La Crescent Community Bike Shoppe is coordinated through Police Dept at an offsite location.
16. The Council Chambers is too small at popular meetings, could be improved with better entrance/exit doors and isolation from adjacent activities, and could also use some technology upgrades.
17. The Breakroom is undersize and could be located in a better location.
18. City Hall should have at least two (2) conference rooms.
19. The most consumer-related public departments/spaces include the DMV, Receptionist/cashier for water & utilities, Police Station, Building & Zoning, and the Council Chambers.
20. The most remote departments include Administration and Finance.
21. The Council Chambers is used for the site of driver's testing.
22. The Police Secretary sometimes covers for the Receptionist front desk position during the day or other alternate duties elsewhere.
23. The Police Station located within City Hall allows close connection with community and offers increased security for City Hall operations.



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FAX (608) 784-9396

CITY OF LA CRESCENT
CITY HALL/POLICE STATION
SPACE SURVEY
8/26/2015
1 of 2

CITY HALL & POLICE STATION BUILDING

6400 SF

LIBRARY BUILDING

4800 SF

CITY HALL BUILDING SPACE BREAKDOWN

DEPT	SPACE	EXISTING SF-AREA	PROPOSED SF-AREA
ADMINISTRATION			
	CITY ADMINISTRATOR	264	264
	COUNCIL CHAMBERS	728	1200
	RECEPTION, UTILITY COLLECTIONS	224	224
	EDA / FILE ROOM	256	224
	DEPUTY CLERK	-	224
BUILDING & ZONING			
	BUILDING & ZONING OFFICIAL	324	324
DEPT OF MOTOR VEHICLES			
	DMV OPERATIONS	336	800
FINANCE			
	FINANCE DIRECTOR	160	224
	BOOKKEEPER	160	224
	UTILITY CLERK	-	224
COMMUNITY PROGRAMS			
	FRIENDS OF THE LIBRARY / CONFERENCE	420	420
MISC AREAS			
	MAIL / WORKROOM	256	400
	BREAKROOM	192	400
	CONFERENCE ROOMS (2)	-	600
	SECURE / FIREPROOF FILE STORAGE	-	600
	LOBBY	-	300
	BATHROOMS	152	400
	IT OFFICE / SERVER	-	224
	MECH, STRUCTURE, BLDG CIRCULATION	1188	1600
SUBTOTALS		4660	8876

POLICE STATION BUILDING SPACE BREAKDOWN

DEPT	SPACE	EXISTING SF-AREA	PROPOSED SF-AREA
OFFICE AREA			
	CHIEF'S OFFICE	126	224
	SECRETARY	60	224
	INTERVIEW ROOM(S)	72	240
	OFFICES / FILE STORAGE	386	386
EVIDENCE			
	STORAGE ROOM	276	320
MISC AREAS			
	BATHROOM	40	64
	LOCKERROOMS / SHOWER	-	448
	SECURE DRIVE-IN GARAGE / STORAGE	-	960
	MECH. STRUCTURE, BLDG CIRCULATION	780	800
	SUBTOTALS	<u>1740</u>	<u>3668</u>
	TOTALS	<u>6400</u>	<u>12542</u>



Member of The American Institute of Architects

CONSTRUCTION EXPRESS INC
411 LA CROSSE STREET
LA CROSSE WI 54601
(608) 784-9290
FAX (608) 784-9396

CITY OF LA CRESCENT
NEW CITY HALL PROJECT
SPACE SURVEY
10/24/2019
1 of 3

CURRENT CITY HALL & POLICE STATION BUILDING	6400 SF
CURRENT LIBRARY BUILDING	4800 SF

NEW CITY HALL BUILDING SPACE BREAKDOWN

FLOOR	DEPARTMENT	SPACE	EXISTING SF-AREA	PROPOSED SF-AREA
FIRST				
	DEPT OF MOTOR VEHICLES			
		DMV OPERATIONS	336	800
	LIBRARY			
		LIBRARY OPERATIONS	4800	6000
	COMMUNITY PROGRAMS			
		FRIENDS OF THE LIBRARY	420	420
		SENIOR DINING		2000
		CONFERENCE MULTIPURPOSE		240
		CONFERENCE MULTIPURPOSE		480
		CONFERENCE MULTIPURPOSE		960
	MISC AREAS			
		LOBBY SPACE		400
		BATHROOMS		480
		MECH, STRUCTURE, CIRCULATION		1600
		STAIRWAYS		400
		ELEVATORS		240
			SUBTOTAL	14020

FLOOR	DEPARTMENT	SPACE	EXISTING SF-AREA	PROPOSED SF-AREA
SECOND				
	ADMINISTRATION			
		CITY ADMINISTRATOR	264	264
		COUNCIL CHAMBERS	728	1200
		RECEPTION, UTILITY COLLECTIONS	224	224
		EDA / FILE ROOM	256	224
		DEPUTY CLERK	-	224
		SUSTAINABILITY POSITION	-	224
	BUILDING & ZONING			
		BUILDING & ZONING OFFICIAL	324	324
	FINANCE			
		FINANCE DIRECTOR	160	224
		BOOKKEEPER	160	224
		UTILITY CLERK	-	224
	MISC AREAS			
		US ARMY CORPS OF ENGINEERS		3000
		MAIL / WORKROOM	256	400
		BREAKROOM	192	400
		CONFERENCE ROOMS (2)	-	600
		SECURE / FIREPROOF FILE STORAC	-	600
		IT OFFICE / SERVER	-	224
		BATHROOMS	152	480
		MECH, STRUCTURE, CIRCULATION		1600
		STAIRWAYS		400
		ELEVATORS		240
			SUBTOTAL	
			11300	

FLOOR	DEPARTMENT	SPACE	EXISTING SF-AREA	PROPOSED SF-AREA
BASEMENT				
		MECH, STRUCTURE,CIRCULATION		1600
		STAIRWAYS		400
		ELEVATORS		120
		BOILER MECH ROOM		800
		STORAGE ROOMS		1000
			SUBTOTAL	3920

FIRE STATION FIRST FLOOR REMODEL FOR POLICE STATION

CHIEF'S OFFICE	126	224
SECRETARY	60	224
INTERVIEW ROOM(S)	72	240
OFFICES / FILE STORAGE	386	386
EVIDENCE STORAGE ROOM	276	400
BATHROOM	40	64
SALLY PORT LINK STRUCTURE	-	1200
MECH, STRUCTURE, CIRCULATION	-	800

SUBTOTAL 3538

#3.11



TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator

FROM: Angie Boettcher, Deputy City Clerk

DATE: February 27, 2023

RE: La Crescent Area Healthy Community Partnership Lease

Attached find the 2023 Lease Agreement with La Crescent Area Healthy Community Partnership for 333 Main Street. The original Lease was drafted at Council's direction and will terminate on April 30, 2023. The Lease includes that rent would be payable to the City in the amount of \$1.00 during the term of the Lease. The Lease is for one (1) year with the City reserving the right to unilaterally terminate the Lease upon ninety (90) days written notice. The Tenant shall continue to pay for all utilities and maintenance associated with the building in lieu of rent. The Lease will be reviewed with the Council at the City Council meeting on March 13, 2023.

Minnesota Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 2023, by and between City of La Crescent (hereinafter referred to as "Landlord") and La Crescent Area Healthy Community Partnership (hereinafter referred to as "Tenant" or "HCP").

WITNESSETH:

WHEREAS, Landlord is fee owner of certain real property being, lying and situated in Houston County, Minnesota, such real property having a street address of 333 Main Street, La Crescent, Minnesota (hereinafter referred to as the "Premises").

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

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

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

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term beginning on May 1, 2023 and extend until its expiration on April 30, 2024. Landlord reserves the right to unilaterally terminate the Lease upon ninety (90) days written notice.
2. **RENT.** The total rent for the term hereof is the sum of One 00/100 Dollars (\$1.00) and good and valuable consideration. The receipt of which is hereby acknowledged by Landlord.
3. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant for space needed by Tenant and it's eight (8) partner programs.
4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Tenant accepts the condition of the Premises in its "**AS IS**" and "**WHERE IS**" condition and waives all disclosures.
5. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
6. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord.

Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

7. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
8. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Tenant shall provide verification that all utilities are paid current at request of Landlord.
9. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Landlord shall have no obligations regarding maintenance.
10. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder.
11. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
12. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
13. **TENANT'S HOLD OVER.** Tenant shall not hold over. Tenant agrees to vacate the Premises upon termination of this Agreement.
14. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
15. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements

contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

16. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
17. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
18. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.
19. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
20. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
21. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.
22. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
23. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
24. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

25. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
26. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
27. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
28. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

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

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

If to Tenant to: La Crescent Area Healthy Community Partnership
 333 Main Street
 La Crescent, MN 55947

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

29. **ADDITIONAL PROVISIONS.**

See attached Exhibit A.

SIGNATURES ON FOLLOWING PAGE

As to Landlord this _____ day of _____, 2023.

LANDLORD:

CITY OF LA CRESCENT

By: Mikel Poellinger
Its: Mayor

By: Bill Waller
Its: City Administrator

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

TENANT:

LA CRESCENT AREA HEALTHY COMMUNITY PARTNERSHIP

By: Emily Riley
Its: HCP Board President

Exhibit A

Additional Provisions:

1. Landlord has the ability to terminate this Agreement without cause upon ninety (90) days written notice to Tenant. After termination, this Agreement will become null and void and neither party shall have any obligation to the other.
2. HCP will maintain the facility in a clean and orderly manner, absent ordinary wear and tear.
3. Employees or volunteer agents of HCP providing services in the real property will be considered employees or volunteer agents of HCP alone and will in no way be considered employees or volunteer agents of the City. Volunteer agents of HCP shall not be considered volunteer agents of City. Employees of HCP shall not be considered employees of City. The City will not be held responsible or held liable for HCP or any HCP agents. It is agreed that HCP in the performance of the work and services agreed to be performed by and under this Agreement, shall not act as an employee of the City and none of its officers, employees, agents, or volunteers shall obtain any rights to retirement benefits or other benefits which accrue to City employees and HCP expressly waives any claim it may have to such rights. HCP shall be responsible for its own separate debts, obligations and other liabilities. HCP shall not pledge as collateral the real property or its appurtenances leased by the City. HCP shall maintain commercial general liability insurance from a reputable and licensed insurance company licensed to do business in the State of Minnesota with minimum limits of not less than \$1,000,000.00 per occurrence. HCP shall name the City as an additional insured and shall provide the City with a certificate of insurance showing evidence of liability coverage prior to the commencement of this Agreement. HCP shall also maintain worker's compensation in accordance with Minn. Stat. §176.182, if applicable.
4. The City, including its elected officials, employees, agents and representatives, shall not be liable to HCP, or those claiming through or under HCP, for any injury, death or property damage occurring in, on or about the real property located at 333 Main Street, La Crescent, Minnesota, and HCP shall indemnify and defend the City, including its elected officials, employees, agents and representatives, and hold them harmless from any claim or damage arising out of any injury, death or property damage occurring in, to or about the premises described herein. HCP shall indemnify and defend the City and hold it harmless for any claim for damage arising out of any injury, death or property damage occurring in, on or about the premises described herein by HCP or an employee, volunteer, customer, invitee, guest or trespasser of HCP. Notwithstanding, it is understood and agreed that the City's liability shall be limited by the provisions of Minn. Stat. §466 or other applicable law.
5. Notwithstanding any notice provisions herein, any breach of this Agreement by HCP shall be grounds for immediate termination of this Agreement.
6. HCP may not assign its duties and obligations under this Agreement to any third party without the prior written consent of the other party.

SIGNATURES ON FOLLOWING PAGE

As to Landlord this _____ day of _____, 2023.

LANDLORD:

CITY OF LA CRESCENT

By: Mikel Poellinger
Its: Mayor

By: Bill Waller
Its: City Administrator

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

TENANT:

LA CRESCENT AREA HEALTHY COMMUNITY PARTNERSHIP

By: Emily Riley
Its: HCP Board President

#3.12



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



February 28, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: La Crescent Montessori & STEM School 21st Annual Chili & Chocolate Dinner and Silent Auction fundraiser – Thursday, March 23, 2023

The Montessori School is planning for their annual fundraiser and they are seeking donations for the event. They are hopeful the La Crescent Police Department would consider donating in the form a "Ride to School" with a police officer.

A prize certificate would be created and provided for the event. The winner of the prize certificate would make arrangements with the police department to set up the "Ride to School" with an officer.

I respectfully request your permission to participate in the fundraising event.

Thank you for your consideration.

Sincerely,

Luke Ahlschlager

Chief of Police



La Crescent Montessori & STEM School

Minnesota Public Charter School District 4054

1116 South Oak Street

La Crescent, MN 55947

507-895-4054 (Phone), 507-895-4064 (Fax)

Dear La Crescent Community Member,

La Crescent Montessori & STEM School is thrilled to be holding their **21st Annual Chili & Chocolate Dinner and Silent Auction fundraiser on Thursday, March 23, 2023**. The meals will be take-out, with limited indoor seating. The silent auction will be held online, over the course of four days, with final bidding taking place Thursday evening. Serving is from 5-7 pm on March 23th.

Any merchandise, service or gift certificates you choose to donate will be greatly appreciated. Your business can elect to receive a receipt for tax purposes along with great exposure for your product/services by hundreds of staff, students, and community members. If you are able to support our efforts, please call or email me to schedule a pick up for the donation.

We invite you to attend the Chili and Chocolate Dinner. We would like to thank you for your support in person!

Your consideration in making a donation to our 21st Annual Chili and Chocolate Event is sincerely appreciated. We are proud of our local, public charter school serving area students from preschool to 12th grade with a Montessori and STEM-focused education. If you have any questions, please do not hesitate to call me directly.

Thank you for your time, your consideration, and your dedication to our community!

Sincerely,

Melissa Crowley

Parent Volunteer

507-615-9344

msc723@gmail.com

Tammy Stremcha

Director of Operations

La Crescent Montessori & STEM School

507-895-4054

Tammy@LaCrescentMontessori.com

#3.13



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 8, 2023
RE: Local Studies Request

At the last City Council meeting the City Council accepted a proposal from MSA in the amount of \$27,000 to complete the Walnut Street Corridor Plan. The City has received funding through the La Crosse Area Planning Committees Local Studies Program that will pay 80% of the cost of the planning project.

We are suggesting that the City Council amend the 2023 general fund budget to reflect the local match for the project in the amount of \$5,400.

#3.14



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator *Bill*
DATE: March 9, 2023
RE: Personnel Committee Recommendation

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

1. That the City Council approve promoting Police Officer Roth Clark to Corporal in the La Crescent Police Department. A letter from the Police Chief regarding this recommendation is included. Corporal Clark would serve a 12-month probationary period.

CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



March 6, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: La Crescent Police Corporal Position

After posting the Police Corporal Job Position internally (deadline 03/01/2023), Sgt. Michael Ernster and I received Letters of Intent from multiple officers. The Letters of Intent, along with officer qualifications were reviewed by Sgt. Ernster and I. Sgt. Ernster and I decided on two officers to interview for the council and union approved position.

Sgt. Ernster and I formed an interview panel consisting of La Crescent Police Department Sergeant Michael Ernster, UWL Police Investigator Adrian Meyer, Mayo Clinic Privacy & Data Leader/Assistant Professor of Health Care Administration April Carlson and myself.

On Monday, March 6, 2023 interviews were held at the La Crescent City Hall.

I would like to report the two officers who were interviewed came to the interview very prepared, very professional, and very serious about obtaining the position. I am very humbled and proud of each of the officers.

After careful consideration and thought, Sgt. Ernster and I would recommend an offer of promotion to La Crescent Police Corporal be extended to La Crescent Police Officer Roth Clark, Badge #306.

In accordance with LELS Local #120 Contract, Article 5, Officer Clark will serve a twelve-month probationary period.

Sincerely,

Luke M Ahlschlager
Chief of Police

#3.15



CITY OF LA CRESCENT

Department of Police

Chief Luke M. Ahlschlager



March 8, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: IT Provider transitioning - Purchasing of Firewalls, SmartNet & AnyConnect Licenses

We are currently in the discovery and remote access phase of our transitioning from EO Johnson Locknet to Morris Electronics and I have been pleased to be working side by side with retired BCA compliance officer/Morris Electronics employee Chuck Freeman.

For a smooth transition, Mr. Freeman and I have been in communication with Locknet personnel and during those communications we learned that we would need to purchase the following equipment:

- | | |
|------------------------------|------------|
| • Cisco Firewall x3 | \$2,438.37 |
| • Cisco Smart Net Total Care | \$368.67 |
| • Cisco AnyConnect Pus | \$102.75 |

I received a purchase quote from Morris Electronics for \$2,909.79.

I recommend modifying the 2022 Capital Equipment Certificate and allow authorization to purchase this necessary equipment.

Sincerely,

Luke Ahlschlager

Chief of Police

Natural Resource Advisory Group**2.16.2023 Minutes**

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

Guests: Jess Witkins (La Crescent library)

- I. Connections with La Crescent Public Library - Jess Witkins attended the meeting to discuss ways that the library could foster connections with the Natural Resource Advisory Group, through activities that highlight conservation and climate change, and/or highlight Earth Day (April 22) and Arbor Day (April 28).
 - A. Ideas were shared, as well as discussing a link with the possible Migratory Bird Day.
 - B. For Arbor Day the city coordinates tree planting, tentatively at Horse Track Meadows this year. The library could use Arbor day focus for a Makerspace Challenge event for school kids ages 7-11.
 - C. Randy has a cross section of a tree- count rings, children could find the largest tree near the library and they can measure trees using a special tool they make themselves..
- II. Tree Ordinance - revision of tree ordinances discussed. As a tree city, La Crescent needs a designated Tree Board - currently the Parks Board. NRAG may be a more logical entity. Bill will discuss merging the sample and current ordinances with a more general focus on all trees in public spaces for consideration.
- III. Migratory Bird Day. This event remains tentative due to Avian Influenza, however a target date of Saturday morning May 20 was selected. Jim will determine the availability of the bird banding crew that day. Migratory bird day offers an opportunity to families. Discussion on ways to make it more family friendly - ex. Marge could do a kid hike on site.
- IV. Pollinator Garden Signage in Frank J. Kistler Memorial Park. Past discussion has considered a small sign with QR code with a link to an online guide, as well as a larger sign with bloom and color coding.
 - A. Decision to combine bloom/color sign with QR code if possible. Location needs to be determined. Input needed on depiction of dates and grasses.
 - B. Betsy will prepare a draft to discuss with Jason.

V. Work Plan - the work planned prepared by Bill was reviewed.

- A. Invasives - garlic mustard. Tentative target volunteer date Saturday April 22. No equipment needed as volunteers provide their own gloves. City will provide trash bags.
- B. Invasives - buckthorn. Tentative plan is to do small scale effort in Fall of 2023 (cut stump). City can provide for preliminary needs (spray, etc). Jim will get an equipment list from Friends of Marsh. Bill/Jason will explore the grant from MDA for Noxious Weed/Invasive Plant Grants.
- C. Forest Habitat - Randy will contact Val about a walk-through of forest parks, tentatively the second half of June.

VI. Smart Salting

- A. Marge reviewed information on Smart Salting and discussed ways that information could be shared with the public. City newsletter or Houston County News are options.
- B. Ruth has made a request for chloride levels in Blue Lake through the WI DNR Long Term Resource Monitoring Program, which is one of the two components of the federally mandated Upper Mississippi River Restoration Program.

Next meeting: March 23, 3:45 pm

Respectfully submitted, Betsy Knowles

#6.2

To: City Council

From: Jason Ludwigson, Sustainability Coordinator

Date: 03/03/2023

Re: Bike Friendly Community Survey



La Crescent has recently reapplied for Bike Friendly Cities Designation with the League of American Bicyclists. As a part of the application process the league has asked our help in distributing the following public survey link so that bicyclists in your community can provide their input as well.

Public Survey Link: https://www.surveymonkey.com/r/BFC_Spring23

The survey is meant to provide context for the League review team's decision-making process, as well as valuable feedback for La Crescent, directly from bicyclists in our community. Anonymous aggregate survey results will be included in our feedback materials later this Spring.

We are asking that the council share the survey link and that the survey link is included in the official meeting minutes.

The survey will remain open through **Wednesday, April 5.**



Habitat for Humanity®

La Crosse Area

7.1

February 16, 2023

City of La Crescent
Attention: Shawn Wetterlin
315 Main Street
La Crescent, MN 55947

Dear City of La Crescent,

Thank you for participating in Habitat for Humanity La Crosse Area's ReClaim Salvage Program. The items removed from 332 South 1st Street, La Crescent, MN will be sold in Habitat's ReStore, where all profits will help families in need in our community. Your donation will raise approximately \$7,775.00 for Habitat for Humanity La Crosse Area and has diverted approximately 12,000 pounds from the landfill.

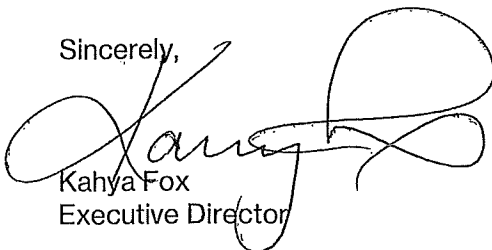
With the help of volunteers, Habitat salvages materials from homes and businesses throughout our service area. Last year, Habitat salvaged materials from twelve homes and businesses. These efforts have prevented over 60 tons of materials from making their way to our local landfill as well as providing over \$80,000 in material donations to the Restore, monies that help fund Habitat's mission of providing safe and affordable housing.

The Habitat ReStore is a unique home and building materials retail outlet that enables the public to buy items they need for their home or office as well as materials for renovation, remodeling, and decorating projects at a fraction of the cost. Materials in the store are donated from individual and business donors and include such items as appliances, cabinetry, furniture, doors, flooring, hardware, HVAC, lighting and electrical, lumber, masonry, plumbing, and windows.

The ReClaim Program provides a very important service for the community. Not only does it help our environment by diverting items from the landfill, but it also provides hope and help for families right here where we live and work. Thank you so much for supporting our programs through your generous donation to our ReStore. We are happy that we were able to work together.

If you have any questions about our ReClaim Program or to schedule another appointment, please send an email to salvage@habitatlacrosse.org.

Sincerely,



Kahya Fox
Executive Director

FEDERAL TAX NUMBER: 39-1706999
No goods or services were received for this gift.

#8.1

COUNTY OF HOUSTON
NOTICE OF PUBLIC HEARING AND INTENT TO ENACT AN ORDINANCE

PLEASE TAKE NOTICE:

That a public hearing to consider adopting a "No Wake Ordinance" will be held at the La Crescent Community Building, 336 1st St S, City of La Crescent, Minnesota at 5:00 p.m. on Wednesday, March 29, 2023.

Houston County has created a draft No Wake Ordinance to establish a one-hundred (100) foot no wake zone on West Channel from the West Channel Bridge north to the main channel entrance. Copies of the proposed No Wake Ordinance are available for viewing online at: <https://www.co.houston.mn.us/ordinances/>. Hard copies can be requested from the Zoning Office at (507) 725-5800.

All persons having an interest in the matter are invited to attend the hearing.

Written comments should be mailed to the Environmental Services Dept. Room 209, 304 South Marshall Street, Caledonia, MN 55921, or emailed to martin.herrick@co.houston.mn.us, and must be received by Friday, March 24th, 2023. Comments in regard to the petition received by this date will be part of the public record and will be made available for review by the Board of Commissioners prior to the hearing.

HOUSTON COUNTY ENVIRONMENTAL SERVICES

By Martin Herrick
Zoning Administration

ADV: Houston County News on March 10, 2023
Fillmore County Journal on March 13, 2023

Houston County, Minnesota

MAP LEGEND

100ft Proposed
No Wake Zone



0 1,000 ft

The information on this page represents current data from a working file which is updated continuously. Its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein, or its use. Houston County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis.

