

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
JUNE 13, 2022

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of June was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, June 13, 2022.

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

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

ITEM 1 – CONSENT AGENDA

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

- 1.1 MINUTES – MAY 23, 2022
- 1.2 BILLS PAYABLE THROUGH JUNE 10, 2022
- 1.3 CASH BALANCE/ACTIVITY REPORT – APRIL, 2022
- 1.4 LIBRARY REPORT – APRIL, 2022

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

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

ITEM 3.1 – LIBRARY ANNUAL REPORT

La Crescent Library Director, Jess Witkins reviewed with City Council the Library Annual Report. This was informational only, no action taken.

ITEM 3.2 – SPORTSMAN ROAD AGREEMENT

City Administrator, Bill Waller reviewed with City Council an agreement between Houston County and the City for funding the Sportsman Road project. The City Council has approved the project plans and specifications for the project. The project includes both the reconstruction of the Sportsman’s Road and the Monte Carlo Road. The funding for the Sportsman’s Road is from MnDOT through the State Park access fund. Funding for this program must go through the County. Therefore, an agreement between Houston County and the City is required. WHKS and the City Attorney have reviewed the agreement. Approving the agreement will allow for the City to be reimbursed for the costs of the Sportsman’s Road portion of the project. It is recommended that the Council approve the agreement so that the City can be reimbursed for the project. Following discussion, Member O’Donnell-Ebner made a motion, seconded by Member Jostad as follows:

MOTION TO APPROVE THE AGREEMENT BETWEEN HOUSTON COUNTY AND THE CITY OF LA CRESCENT FOR THE SPORTSMAN ROAD PROJECT.

**Houston County
City of La Crescent**

S.A.P. 028-600-001

AGREEMENT

This agreement is between the City of La Crescent, Minnesota (the “City”), and Houston County (the “County”).

WHEREAS, the City has applied for and secured state aid funds through the State Park Road account for reconstructing the existing roadway and constructing a curb along the northerly edge of the road providing a buffer between the road and Wagon Wheel Trail from Highway 14/16/61 to Sportsmen’s Public Water Access on the Mississippi in La Crescent, hereinafter collectively referred to as the “Project” and,

WHEREAS, the construction for the Project is identified as S.A.P. 028-600-001, and is eligible for the expenditure of state park road funds at an estimated cost of \$128,105.83, and;

WHEREAS, the State of Minnesota Department of Transportation (MnDOT) requires the County to act as the fiscal agent and contract administrator for the State of Minnesota in administering state park road funds the Project,

THEREFORE, it is agreed by and between the City of La Crescent and the Houston County as follows:

1. The County shall:

- a. The County Engineer will review plan, engineers estimate and proposal and forward to District State Aid Engineer for approval.
- b. The County will prepare State aid payment requests, both initial and final and send to MnDOT State Aid.
- c. The County shall reimburse the City within twenty (20) days after grant funds are received from MnDOT once the City submits a claim to the County for reimbursement of eligible project costs, based on actual costs, not more than once each thirty (30) days. The County shall reimburse the City within twenty (20) days after grant funds are received from MnDOT.

2. The City shall:

- a. The City shall employ an outside consultant to perform construction engineering for the Project, including but not limited to performing construction inspection and oversight, construction surveying, and other professional services related to construction of the Project. The City shall require proof of Workers' Compensation Insurance from any consultant or contractor.
- b. Prepare project plans, specifications, engineer's estimate, and bidding and contract documents for the project by a Licensed Professional Engineer in the State of Minnesota in accordance with the requirements of Houston County and MnDOT State Aid requirements including the eligibility requirements as defined in the State Aid Manual as well as Minnesota Statutes 86A.04 and Minnesota Statutes 162.06 subd.5. Advertise for bids, open bids, and award a Contract for this project including all items of work, paid for in part or whole, by the County.
- c. Obtain all permits and approvals required for the project.
- d. The City will submit plan, engineers estimate and proposal to the County Engineer for review.
- e. The City will provide contract administration, construction engineering, construction staking and construction inspection by qualified staff for the project.
- f. The City is responsible for any costs incurred for material testing and inspection.
- g. The City will ensure the project meets milestones and dates with the assistance from the Consultants and County staff.
- h. No local dollar match is required; however, the City will be responsible for any cost or expense of the Project that is not covered by state park road funds.

- i. The City will submit claims to the County for reimbursement of eligible project costs, based on actual costs, not more than once each thirty (30) days. The County shall reimburse the City within twenty (20) days after grant funds are received from MnDOT.
- j. The City assumes full responsibility for the operation and maintenance of all facilities constructed or improved by the Project.
- k. The City agrees to perform proper closing documentation in a timely manner.

3. Additional Provisions:

- a. The City agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the City's execution or performance of the work provided for herein. The City further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the City's execution or performance of the work provided for herein.
- b. The County agrees that it shall indemnify, save, and hold harmless the City and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein.
- c. Any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, will be considered employees of the City only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the city.
- d. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, will be considered employees of the County only and not of the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, will be the sole obligation of the County.
- e. Pursuant to Minnesota Statute 16C.05 Subd.5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books documents, papers,

etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

- f. The City agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- g. During the performance of this Agreement, the City and County agree to the following:
 - i. No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
 - ii. Each party to this agreement reserves the right to withdraw from and cancel this agreement within 30 calendar days from the opening of bids for the project in the event either or both parties consider any of all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both parties within 30 calendar days of opening of bids by serving a written notice thereof up on the other, unless this right is waived by both parties in writing.
- h. Each party agrees that any modification of this agreement will be in writing and will be signed by the parties hereto.
- i. This Agreement is effective on the date all required signatures have been obtained and will remain in effect until terminated by written Agreement of the parties.

CITY OF LA CRESCENT, MINNESOTA

Approved by the La Crescent City Council this _____ day of _____, 2022.

Mike Poellinger, La Crescent City Mayor

Bill Waller, City Clerk

HOUSTON COUNTY, MINNESOTA

Approved by the Houston County board this _____ day of _____, 2022.

Greg Myhre, Houston County Board Chair

Donna Trehus, County Auditor/Treasurer

Approved as to execution this _____

day of _____, 2022.

Houston County Attorney

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

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

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

ITEM 3.3 – WAGON WHEEL BICYCLE/PEDESTRIAN BRIDGE UPDATE

City Administrator Bill Waller reviewed with Council the Wagon Wheel Phase 3, bridge construction update. This was informational only, no action required.

ITEM 3.4 – AGENDA REQUEST – GREG WATSON

City resident, Greg Watson, addressed the City Council on his concerns regarding unauthorized trail maintenance and potential for future Mountain Bike Trails. No action taken.

ITEM 3.5 – AGENDA REQUEST – PEGGY DERRICK

Township Resident, Peggy Derrick, addressed the City Council regarding future plans for trails at Vetsch Park. No action taken.

ITEM 3.6 – APPLE BLOSSOM BIKE TOUR REQUEST

City Council reviewed a memo from La Crescent Police Chief Luke Ahlschlager and correspondence from the La Crescent Rotary Club regarding the 9th annual Apple Blossom Bicycle Tour on Saturday, August 13th. The tour will be starting at Veteran's Park (Time Out Tavern). Five rides are offered. One free family fun ride will be using the Wagon Wheel bridge going down the bike path to Shore Acres then back. One 16-mile ride that will also be using the Wagon Wheel bridge. Two rides that will head south on Highway 16 then onto County Rd 21. One ride will go through La Crescent and then out on County Rd 6. The Rotary Club is requesting assistance from the Police Department to help assist with bicyclists turning right on North 4th Street and then proceeding South on North Walnut Street to the Wagon Wheel Bridge.

Disruption to normal traffic flow is anticipated to be minimal. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

MOTION TO APPROVE THE LA CRESCENT POLICE DEPARTMENT IN ASSISTING WITH THE BICYCLIST TURNING RIGHT ON NORTH 4TH STREET AND PROCEEDING SOUTH ON NORTH WALNUT STREET TO THE WAGON WHEEL BRIDGE ON SATURDAY AUGUST 13TH.

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

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

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

ITEM 3.7 – PERSONNEL COMMITTEE RECOMMENDATION

Cit Administrator Waller reviewed with City Council the following recommendations from the Personnel Committee:

1. On June 28, 2022, Angie Boettcher will have successfully completed her three-month probationary period as Deputy Clerk. Effective June 28, 2022, the Personnel Committee is recommending that Ms. Boettcher's probationary status be removed and that she be classified as the City's Deputy Clerk.
2. On June 28, 2022, Chris Fortsch will have successfully completed her three-month probationary period as Administrative Assistant. Effective June 28, 2022, the Personnel Committee is recommending that Ms. Fortsch's probationary status be removed and that she be classified as the City's Administrative Assistant.
3. On June 28, 2022, Jevin Dorschner will have successfully completed his three-month probationary period as Utility Maintenance worker #1. Effective June 28, 2022, the Personnel Committee is recommending that Mr. Dorschner's probationary status be removed and that he be classified as a Utility Maintenance worker #1.
4. The Personnel Committee is recommending that a conditional offer of employment be extended to Darin Daveau for the position of Peace Officer in the La Crescent Police Department. A letter from the Police Chief regarding the recommendation that outlines the terms and conditions of the recommendation was included for City Council review.

Following Discussion, Member Jostad made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPROVE THE REMOVAL OF ANGIE BOETTCHER'S PROBATIONARY STATUS AND BE CLASSIFIED AS THE CITY'S DEPUTY CLERK.

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

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

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

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

MOTION TO APPROVE THE REMOVAL OF CHRIS FORTSCH'S PROBATIONARY STATUS AND BE CLASSIFIED AS THE CITY'S ADMINISTRATIVE ASSISTANT.

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

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

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

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

MOTION TO APPROVE THE REMOVAL OF JEVIN DORSCHNER'S PROBATIONARY STATUS AND BE CLASSIFIED AS UTILITY MAINTENANCE WORKER #1.

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

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

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

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

MOTION TO APPROVE A CONDITIONAL OFFER OF EMPLOYMENT TO DARIN DAVEAU FOR THE POSITION OF PEACE OFFICER IN THE LA CRESCENT POLICE DEPARTMENT. MR DAVEAU WILL RECEIVE LATERAL ENTRY AND BONUS PAY. THIS WAS OFFERED IN THE APPROVED JOB POSTING FOR CURRENT PEACE OFFICERS WHO HAVE HAD AT LEAST ONE YEAR OF FULL-TIME LICENSED PEACE OFFICER EXPERIENCE. MR. DEVEAU’S LATERAL ENTRY WILL BEGIN AT STEP FOUR (SIX STEPS) IN THE UNION CONTRACT AND HE WILL ALSO RECEIVE THE \$2,000.00 BONUS PAY (\$1,000 WILL BE PAID WITH THE FIRST PAYCHECK, AND \$1,000.00 WILL BE PAID UPON SUCCESSFUL COMPLETION OF ONE YEAR’S PROBATIONARY PERIOD).

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

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

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

ITEM – 3.8 – DONATION RESOLUTION

City Council reviewed a Resolution regarding the acceptance of a donation to the City for the month of May 2022. Following review and discussion, Member O’Donnell-Ebner introduced the following resolution and moved its passage and adoption:

RESOLUTION NO. 06-22-21

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

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

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

1. Tri-State Two Cylinder Club wishes to donate \$50 to the La Crescent Fire Department/Community Building.

WHEREAS, La Crescent agrees to accept the donation for Tri-State Two Cylinder Club 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.

ADOPTED this 13th day of June, 2022.

SIGNED:

Mayor

ATTEST:

Deputy Clerk

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

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

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

ITEM 7 – CORRESPONDENCE

- 7.1 City Council reviewed a letter from the Minnesota Board of Peace Officer Standards and Training stating that the La Crescent Police Department passed a comprehensive review of their records concerning mandated employee training and department policies.
- 7.2 City Council reviewed a letter from Neighbors in Action thanking the City's support during Neighbors Day.
- 7.3 City Council reviewed a letter from the Minnesota State Demographer's office regarding the City's 2021 population and household estimates.

ITEM 9 – CHAMBER OF COMMERCE

Chamber of Commerce member, Travis Minegar was in attendance and gave City Council an update.

There being no further business to come before the Council at this time, Member Williams made a motion, seconded by Member O'Donnell-Ebner, 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
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Cherryl Jostad Yes
Teresa O'Donnell-Ebner Yes
Dale Williams Yes
Mike Poellinger Yes

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:17 PM.

APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator