

**CITY OF LA CRESCENT**  
**AGENDA**  
**REGULAR MEETING**  
**LA CRESCENT CITY HALL**  
**315 MAIN STREET**  
**AUGUST 14, 2023**  
**5:30 P.M.**

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

**1. CONSENT AGENDA**

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

- 1.1 MINUTES – JULY 24, 2023
- 1.2 BILLS PAYABLE THROUGH AUGUST 11, 2023
- 1.3
- 1.4

**2. PUBLIC HEARING/MEETING**

**3. ITEMS FOR CONSIDERATION**

- 3.1 REVIEW SHORT TERM RENTAL ORDINANCE
- 3.2 LETTER OF UNDERSTANDING – OVERLOOK PLAZA
- 3.3 CHILD CARE INITIATIVE – WAIVE PORTION OF FEE
- 3.4 LAND EXCHANGE AGREEMENT
- 3.5 HIRING RECOMMENDATION
- 3.6 2024 MnDOT TRANSIT APPLICATION RESOLUTION
- 3.7 APPLEFEST – REQUEST FOR ASSISTANCE
- 3.8 ORDINANCE PROHIBITING CANNABIS IN PUBLIC PLACES
- 3.9 WIESER PARK DEDICATION/RIBBON CUTTING
- 3.10 DONATION RESOLUTIONS
- 3.11 STREET CLOSURE REQUEST
- 3.12 PARADE REQUEST
- 3.13

**4. UNFINISHED BUSINESS**

- 4.1

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**5. MAYOR'S COMMENTS**

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE UPDATES**

- 6.1 WATERSHED SEVERE DROUGHTded
- 6.2
- 6.3
- 6.4

**7. CORRESPONDENCE**

- 7.1
- 7.2
- 7.3

**8. HOUSTON COUNTY**

8.1

**9. CHAMBER OF COMMERCE**

9.1

**10 ITEMS FOR NEXT AGENDA**

**11. ADJOURNMENT**

MINUTES, REGULAR MEETING  
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA  
JULY 24, 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 July was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, July 24th, 2023.

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

Also in attendance were Police Chief Luke Ahlschlager and Police Officer Amy Gehrke.

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 – JULY 10, 2023
- 1.2 BILLS PAYABLE THROUGH – JULY 21, 2023
- 1.3

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

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

**A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.**

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

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

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

### **ITEM 3.1 – SWEARING IN OF POLICE OFFICER**

La Crescent Police Chief Luke Ahlschlager swore in the La Crescent Police Department's newest Police Officer, Amy Gehrke.

### **ITEM 3.2 – APPLEFEST TORCHLIGHT PARADE REQUEST**

City Council reviewed a letter from Police Chief Ahlschlager requesting approval for an Applefest Torchlight Parade. The Applefest Board would like to kick off the 75<sup>th</sup> Anniversary of Applefest with a Torchlight Parade to be held on Thursday, September 14, 2023. The parade will line up at Veterans Park at 6:30 pm with the parade starting at dusk or approximately 7:10 pm and ending at the Crucifixion parking lot. The route would be as follows, from Veterans Park take a right onto North Chestnut St. then a right on North 4<sup>th</sup> St, left onto North Walnut St, right onto South 2<sup>nd</sup> St, and ending at the Crucifixion parking lot. The La Crescent Police Department will take necessary measures to provide adequate traffic control while minimizing traffic disruption. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION TO APPROVE THE APPLEFEST TORCHLIGHT PARADE TO BE HELD ON THURSDAY, SEPTEMBER 14, 2023 FROM VETERANS PARK TO CRUCIFIXION PARKING LOT WITH THE TIME AND ROUTE AS STATED AND THE LA CRESCENT POLICE DEPARTMENT TAKING NECESSARY MEASURES TO PROVIDE ADEQUATE TRAFFIC CONTROL WHILE MINIMIZING TRAFFIC DISRUPTION.**

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 – APPLEFEST REQUEST**

City Council reviewed a letter from Justine Vanderzee and Ryan Deicher from the Applefest Carnival and Concession Committee requesting use of picnic tables from the city parks during Applefest from September 15-17, 2023. It was requested that city Maintenance staff deliver the picnic tables to the fest grounds the morning of Thursday, September 15<sup>th</sup> and be picked up the morning of Monday, September



19<sup>th</sup>. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

**MOTION TO APPROVE THE APPLEFEST CARNIVAL AND CONCESSION COMMITTEE'S REQUEST FOR THE USE OF PICNIC TABLES FROM THE CITY PARKS DURING APPLEFEST FROM SEPTEMBER 15-17, 2023 WITH THE CITY MAINTENANCE STAFF DELIVERING THE TABLES THE MORNING OF THURSDAY, SEPTEMBER 15<sup>TH</sup>, AND PICKING THEM UP THE MORNING OF MONDAY, SEPTEMBER 19<sup>TH</sup>.**

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 3.4 – PERSONNEL COMMITTEE RECOMMENDATIONS**

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

1. The Personnel Committee is recommending that the City Council accept Ethan Hofschulte's resignation as a Police Officer. A letter from the Police Chief regarding the recommendation was included. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

**MOTION TO ACCEPT POLICE OFFICER ETHAN HOFSCHULTE'S RESIGNATION FROM THE LA CRESCENT POLICE DEPARTMENT.**

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

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

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

2. The Personnel Committee is recommending that the City Council authorize the Police Chief to fill the vacancy of Officer Hofschulte by either promoting from within or advertising the position, with the understanding that a hiring recommendation will be presented at a future City Council meeting. Following discussion, Member Hutchinson made a motion, seconded by Member Jostad as follows:

**MOTION TO AUTHORIZE POLICE CHIEF AHLSCHLAGER TO FILL THE VACANCY OF OFFICER HOFSCHULTE BY EITHER PROMOTING FROM WITHIN OR ADVERTISING THE POSITION, WITH THE UNDERSTANDING THAT A HIRING RECOMMENDATION WILL BE PRESENTED AT A FUTURE CITY COUNCIL MEETING.**

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

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

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

3. The Personnel Committee is recommending that the City Council accept Christopher Warren's resignation from the Fire Department. A letter from the Fire Chief regarding the recommendation was included. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

**MOTION TO ACCEPT CHRISTOPHER WARREN'S RESIGNATION FROM THE LA CRESCENT FIRE DEPARTMENT.**

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

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

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

**ITEM 3.5 – SHORT-TERM RENTAL PERMIT APPLICATIONS**

City Council reviewed a memo from Chief Ahlschlager recommending approval of Short-Term Rental

Applications based on the current Ordinance with a thirty-day minimum rental period for Allison Davis – 829 Bridle Lane, Gene Schellhorn – 710 Shore Acres Rd, Noel Stein – 104 N. Maple, and Bill Farrell – 422 Shore Acres Rd. The applications appear to be in order. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION TO APPROVE THE SHORT-TERM RENTAL APPLICATIONS FOR ALLISON DAVIS – 829 BRIDLE LANE, GENE SCHELLHORN – 710 SHORE ACRES, NOEL STEIN – 104 N. MAPLE, AND BILL FARRELL – 422 SHORE ACRES RD. BASED ON THE CURRENT ORDINANCE WITH A THIRTY-DAY MINIMUM RENTAL 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 3.6 – REVIEW NEW ADULT-USE CANNABIS LAW**

City Attorney Skip Wieser reviewed with City Council the changes to the Minnesota Adult-Use Cannabis Regulations and the potential impacts they could have on the City. It was recommended that City Council authorize Attorney Wieser and Police Chief Ahlschlager to draft an Ordinance regulating the use of Cannabis in public places and bring back to the first City Council Meeting in August. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad as follows:

**MOTION TO AUTHORIZE ATTORNEY WIESER AND POLICE CHIEF AHLSCHLAGER TO DRAFT AN ORDINANCE REGULATING THE USE OF CANNABIS IN PUBLIC PLACES AND BRING BACK TO THE FIRST CITY COUNCIL MEETING IN AUGUST.**

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 – APPLE BLOSSOM BICYCLE TOUR REQUEST**

City Council reviewed a letter from Police Chief Ahlschlager requesting approval for the La Crescent Rotary to hold its 10th annual Apple Blossom Bicycle Tour on Saturday, August 12, 2023, at 8:00 am. The organizers are requesting the city supply four picnic tables to be placed at a designated spot at Veteran's Park. The La Crescent Police will be monitoring the event and will be available to assist if necessary, disruption to normal traffic flow will be minimal. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION TO APPROVE THE LA CRESCENT ROTARY TO HOLD ITS 10<sup>TH</sup> ANNUAL APPLE BLOSSOM BICYCLE TOUR ON SATURDAY, AUGUST 12, 2023, AT 8:00 AM WITH THE CITY SUPPLYING FOUR PICNIC TABLES AT A DESIGNATED SPOT AT VETERAN'S PARK AND THE LA CRESCENT POLICE DEPARTMENT MONITORING THE EVENT AND AVAILABLE TO ASSIST IF NECESSARY.**

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 – BICYCLE FRIENDLY COMMUNITY DESIGNATION**

City Sustainability Coordinator Jason Ludwigson addressed the City Council that after a review of the City's application and supplemental materials and consultation with local cyclists and bike advocates, the League of American Bicyclists designated La Crescent as a Bicycle Friendly Community at the Bronze level. This award is presented only to those communities with strong commitments to bicycling. La Crescent will be hosting a Bicycle Friendly Community Award Celebration on August 12<sup>th</sup> at 7:30 am at Veterans Park as part of the Apple Blossom Bike Tour and all are invited to attend. This was informational only, no action required.

### **ITEM 3.9 – BEEKEEPING ORDINANCE**

City Sustainability Coordinator Jason Ludwigson reviewed with City Council for approval a Beekeeping Ordinance for the City of La Crescent. Following discussion, Member O'Donnell-Ebner introduced the

following ordinance and moved its passage and adoption:

## **ORDINANCE NO. 570**

### **AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING (HONEY BEES) BEEKEEPING IN THE CITY OF LA CRESCENT, MINNESOTA**

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

**SECTION I – FINDINGS.** The La Crescent City Council hereby finds and declares as follows:

1. Pollinators are a necessary component of a healthy ecosystem and food system, providing essential pollination of plants in order to grow vegetables, herbs, and fruits.
2. Pollinator populations are in sharp decline due to an ongoing loss of habitat as a result of human land use practices, coupled with a simultaneous large-scale expansion of pesticide use by homeowners, landscapers, property managers, and farmers.
3. Local food production is needed to improve the health and food security of La Crescent residents and insect pollination is an essential component of local food production.

**SECTION II – PURPOSE.** The purpose and intent of this ordinance is to permit and establish requirements for the keeping of honey bee colonies, hives, and equipment within the City of La Crescent.

#### **SECTION III - DEFINITIONS.**

1. Apiary: The assembly of one or more colonies of bees on a single lot.
2. Beekeeper: A person who owns or has charge of one or more colonies of honeybees.
3. Colony: An aggregate of honey bees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs, and honey.
4. Flyway Barrier: A solid fence, wall, or dense vegetation at least 6' in height that continues parallel to the apiary site lot line at least 10' in each direction from the colony, that requires bees to fly over, rather than through the barrier. Depending on the barrier type and construction, or location, additional permitting may be required prior to installation.
5. Hive: The receptacle inhabited by a colony.
6. Undeveloped property: A lot adjacent to an apiary where residential dwellings, commercial buildings, trails, sidewalks, or streets do not currently exist, or are greater than 25' from an existing hive.

#### **SECTION IV- LOCATION REQUIREMENTS.**

1. Beekeeping is permitted in all zoning districts in accordance with this code section. In the C-1 – Commercial District, CBD 1 – Commercial Business District, CBD 2 Commercial Business District, and I – Industrial District, hives must be kept on the roof of a building at least 12' in height.
2. Hives must not be located in the front yard, unless on a lot greater than 5 acres. For the purpose of this section, a corner lot has two front yards.
3. Hive setback must be in accordance with the following requirements:

Hive Setback	Distance	Hive Setback	Distance
Lot Line	20'	Adjacent Dwelling	25'
Lot Line with A Flyway Barrier	15'	Trail / Sidewalk / Patio	25'

## SECTION V – COLONY DESIGN.

1. Colonies must be kept in removable frame hive bodies no more than 9 5/8" deep with no more than 10 frames.
2. An adequate and convenient water source must be within 10' of active hives.
3. Hives must not exceed 6' in total height.
4. Each beekeeper shall ensure that no wax comb or other material that might encourage robbing by other bees is left exposed outdoors. Such materials must be stored in sealed insect-proof containers or placed within a building.

Maximum number of colonies permitted based on lot size:

Lot Size	# of Colonies	Lot Size	# of Colonies
Less than 0.50 acres	1 colonies	2.51 to 4.99 acres	8 colonies
0.51 to 1.0 acres	2 colonies	5.00 to 9.99 acres	16 colonies
1.01 to 2.50 acres	4 colonies	Greater than 10 acres	32 colonies

## SECTION VI – GENERAL REGULATIONS:

1. All Beekeepers must register active hive sites with the Building Official or designee. Existing hives must register within 60 days of the publishing of this ordinance. All Beekeepers must register active hive sites annually.
2. Sale of honey or related bee products: Retail sales in residential zones must only be from hives on that property. Home occupations must meet all of the existing requirements in the La Crescent Municipal Code.
3. Provide written documentation that you have notified all of your immediate neighbors that you plan to keep bees on your property
4. If an undeveloped property adjacent to a colony is developed, the colony locations must comply with all sections of this code within 90 days of the development.
5. Hive bodies must be maintained in good condition, including maintenance of paint, and when not in use must be removed within 14 days if they are no longer occupied.
6. Beekeepers shall submit a written plan on how they intend to minimize or prevent swarming to the Building Official or designee. For swarm prevention purposes a beekeeper may exceed the maximum colony requirement for up to 35 days, but must meet all other requirements of this section.
7. Hives shall be continuously managed to provide adequate living space for their resident honeybees in order to control swarming.
8. In any instance in which a colony exhibits unusual aggressive behavior, it shall be the duty of the beekeeper to promptly implement appropriate actions to address the behavior. Queens shall be selected from European stock bred for gentleness and non-swarming characteristics.
9. The city Building Official or designee shall have the right to inspect any apiary for the purpose of ensuring compliance with this ordinance between 8 a.m. and 5 p.m. once annually upon prior notice to the owner of the apiary property and more often upon complaint without prior notice. It shall be

deemed a violation of this Section for any person to resist, impede, or hinder the Building Official or designee in the performance of their duties in inspecting any apiary and apiary site.

**SECTION VII - VIOLATION.** A violation of this Ordinance is a petty misdemeanor subject to penalty not to exceed \$300.00.

**SECTION VIII -** These provisions shall become effective from and after due passage and enactment, and publication, according to law.

PASSED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

**MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 570 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.**

Upon a roll call vote taken and tallied by the City Administrator, the following Members 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 3.10 – SOLAR REQUEST FOR PROPOSALS**

City Sustainability Coordinator Ludwigson reviewed with City Council the solar RFP proposal from Solar Connection for the Aquatic Center. This was one of the projects in the solar RFP from May of 2023. Solar Connection is proposing a 38.7 kWh roof-mounted solar PV system for the pool building. The proposal would have the city take full ownership of the system when it is installed. It was recommended that City Council authorize Attorney Wieser to review and draft documents for the contract with Solar Connection. The total expenditure for the project would be \$108,400. Attorney Wieser would also review the application for financing with Property Assessed Clean Energy (PACE) through the St. Paul Port Authority.

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

**MOTION TO AUTHORIZE ATTORNEY WIESER TO REVIEW AND DRAFT DOCUMENTS FOR A CONTRACT WITH SOLAR CONNECTION FOR A 38.7 kWh ROOF-MOUNTED SOLAR PV SYSTEM AT THE AQUATIC CENTER WITH A TOTAL EXPENDITURE BEING \$108,000 WITH ATTORNEY WIESER REVIEWING THE APPLICATION FOR FINANCING WITH PROPERTY ASSESSED CLEAN ENERGY (PACE) THROUGH THE ST. PAUL PORT AUTHORITY.**

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

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

Member Hutchinson abstained. The motion was declared duly carried by a 4-4 vote.

### **ITEM 3.11 – ENGINEERING AGREEMENT – PINE CREEK PROJECT**

Sustainability Coordinator Ludwigson reviewed with City Council for approval an Engineering Agreement between the City of La Crescent and WHKS for professional services relating to the Pine Creek Restoration 2023 Grant Assistance. In 2022 the City of La Crescent applied for a Conservation Partners Legacy (CPL) grant fund to restore sections of Pine Creek. The City would like to apply for the CPL funds for the 2023

cycle which opens August 1<sup>st</sup>. The cost of the engineering design work would be covered by the grant funds from CPL if the La Crescent project is selected for funds in 2023.

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

**MOTION TO APPROVE THE ENGINEERING AGREEMENT BETWEEN THE CITY OF LA CRESCENT AND WHKS FOR PROFESSIONAL SERVICES RELATING TO THE PINE CREEK RESTORATION 2023 GRANT ASSISTANCE WITH THE COST OF THE ENGINEERING DESIGN WORK BEING COVERED BY THE GRANT FUNDS FROM CPL IF THE LA CRESCENT PROJECT IS SELECTED FOR FUNDS IN 2023.**

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

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

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

### **ITEM 3.12 – FEE SCHEDULE AMENDMENT**

City Council reviewed for approval an amendment to the 2023 Fee Schedule adding park fees for the Wieser Park Pavilion. Following discussion, Member Hutchinson introduced the following ordinance and moved its passage and adoption:

#### **ORDINANCE NO. 571**

**AN ORDINANCE OF THE CITY OF LA CRESCENT AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF LA CRESCENT AS SET FORTH IN ORDINANCES NO. 404, NO. 483, NO. 492, NO. 500, NO. 540, NO. 542, NO. 544, NO. 545, NO. 548, NO. 552, 564, 565 NO. 569**

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

1. The La Crescent City Code established on March 8, 2004, stated that certain fees may be set from time to time by the City Council.
2. The La Crescent City Code was amended on January 13, 2014, February 9, 2015, February 8, 2016, February 24, 2020, April 13, 2020, April 27, 2020, May 18, 2020, December 14, 2020, April 20, 2021, and December 13, 2021, December 19, 2022, February 13, 2023, April 24, 2023, June 26, 2023, by Ordinance to amend certain fees.

3. The Fee Schedule has been reviewed by City Staff and amended each year from 2016 to 2023 by Motions passed by City Council. These amendments passed by City Council shall remain in effect.

4. The City staff has reviewed the fees which the City currently charges and is recommending that the fee schedule be amended as follows:

#### PARKS

#### PARKS

FACILITY	2023 FEES
<b>Old Hickory Park</b> – Open-air shelter with two sides available for rent	\$45.00/side/day
<b>Wieser Park Pavilion</b> – All-Season Pavilion	\$50.00 – Civic/Non-Profit / up to 6 hours \$75.00 – City/Township Resident / up to 6 hours \$200.00 – Non-Resident / up to 6 hours  \$100.00 – Civic/Non-Profit / 6+ hours \$150.00 – City/Township Resident / 6+ hours \$400.00 – Non-Resident / 6+ hours  No Charge – Monday, Tuesday, Wednesday, Thursday for Civic/Non-Profit / up to 4 hours
<b>Wieser Park Shelter</b> – Open-air Shelter	No Charge  Reservations suggested

ADOPTED this 24th day of July 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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City Administrator

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

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

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

City Council also reviewed the Summary Ordinance for publication. The Council made the following findings of facts: that the publication of the summary informs the public of the intent and effect of the Ordinance.

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

**MOTION THAT A PRÉCIS FORMAT OF SAID ORDINANCE 571 BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY AND WITH "OFFICIAL COPY" SO MARKED BE KEPT ON FILE IN THE OFFICE OF THE CITY ADMINISTRATOR.**

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

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

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

### **ITEM 3.13 – DONATION RESOLUTION**

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

**RESOLUTION NO. 07-23-25**

**RESOLUTION ACCEPTING DONATIONS MADE TO THE  
CITY OF LA CRESCENT WIESER MEMORIAL PARK IMPROVEMENT PROJECT IN JULY  
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 July 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. Ruth Berns wishes to donate \$15,000.00

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

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

ADOPTED this 24<sup>th</sup> day of July 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Jostad and upon a roll call vote taken and tallied by the City Administrator, the following Members 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.

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

**RESOLUTION NO. 07-23-26**

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

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

1. Pat's Insurance Agency wishes to donate \$200.00 to the LCPD/Neighbor's Night Out.
2. An Anonymous Donor wished to donate \$20.00 to the LCPD/Neighbor's Night Out.
3. American Legion Post 595 wishes to donate \$500.00 to the LCPD/Neighbor's Night Out.
4. Bonni Robilliard wishes to donate \$236.00 to the LCPD/Neighbor's Night Out.

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

ADOPTED this 24<sup>th</sup> day of July 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

thereof, viz;

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

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

### **ITEM 3.14 – CHANGE LOCATION FOR CITY COUNCIL MEETINGS**

City Administrator Waller reviewed with City Council for approval of a location change for City Council meetings. Due to pending changes at City Hall, and the need for additional office space, it was recommended that City Council meetings be held at the Community Building beginning August 28, 2023, and other Commissions, Boards, and Groups begin meeting at the Community Building in September.

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

**MOTION TO APPROVE OF A LOCATION CHANGE FOR CITY COUNCIL MEETINGS TO BE HELD AT THE COMMUNITY BUILDING BEGINNING AUGUST 28, 2023, AND OTHER COMMISSIONS, BOARDS, AND GROUPS TO BEGIN MEETING AT THE COMMUNITY BUILDING IN SEPTEMBER IN ORDER TO PROVIDE ADDITIONAL NEEDED OFFICE SPACE AT CITY HALL.**

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 3.15 – REQUEST TO PURCHASE PROPERTY**

Attorney Wieser reviewed with City Council a request from the property owners at 176 Green Apple Road to purchase the adjoining city-owned lot on Green Apple Road. Following discussion, Member Williams made a motion, seconded by Member O'Donnell-Ebner as follows:

**MOTION TO DENY THE REQUEST TO PURCHASE THE ADJOINING CITY-OWNED LOT ON GREEN APPLE ROAD TO THE PROPERTY OWNERS AT 176 GREEN APPLE ROAD.**



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 3.16 – AUTHORIZE EXPENDITURES – WIESER PARK PROJECT**

City Administrator Waller reviewed with City Council for approval the following items related to the Wieser Park improvement project:

1. Approve a change order in the amount of \$53,870 with Wieser Brothers General Contractors. The following items are included in the change order: ceramic tile flooring in the restrooms and kitchen, epoxy flooring in the gathering area, modifications to the restroom walls to conceal plumbing pipes, install new shingles on the existing shelter, construction of a cupola on the existing shelter to match the pavilion, and raise the floor of the existing shelter. There are donated funds to cover all but \$600 of the cost of this change order. It is expected that the city will be receiving additional donations toward the project. Following discussion, Member Jostad made a motion, seconded by Member Williams as follows:

**MOTION TO APPROVE A CHANGE ORDER IN THE AMOUNT OF \$53,870 WITH WIESER BROTHERS GENERAL CONTRACTORS TO INCLUDE THE STATED ITEMS IN THE CHANGE ORDER WITH ALL BUT \$600 COVERED BY DONATIONS AND THE EXPECTATION THAT THE CITY WILL BE RECEIVING ADDITIONAL DONATIONS TOWARD THE PROJECT.**

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

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

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

2. Authorize the purchase of 160 chairs, 23 tables, five (5) racks to store the tables and chairs, and seven (7) picnic tables at a price of approximately \$18,600 with the donation received at this

meeting covering the majority of the expenditure. It is expected that the City will be receiving additional donations toward the project. Following discussion, Member Hutchinson made a motion, seconded by Member Williams as follows:

**MOTION TO AUTHORIZE THE PURCHASE OF THE STATED FURNITURE AND STORAGE EQUIPMENT IN THE APPROXIMATE AMOUNT OF \$18,600 WITH THE DONATION RECEIVED AT THIS MEETING COVERING THE MAJORITY OF THE EXPENDITURE WITH AN EXPECTATION THAT THE CITY WILL BE RECEIVING ADDITIONAL DONATIONS TOWARD THE PROJECT.**

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.

3. Approve a change order in the amount of \$19,550 with Zenke, Inc. to remove the existing sidewalk between the existing shelter and parking lot and replace it with a new six-foot ADA-accessible sidewalk that will connect the existing parking lot with the existing shelter and the new park pavilion. The City will be responsible for this cost and will use the funds from the sale of the Horse Track Meadows North development to cover the expenditure. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

**MOTION TO APPROVE A CHANGE ORDER IN THE AMOUNT OF \$19,550 WITH ZENKE, INC. TO REMOVE THE EXISTING SIDEWALK BETWEEN THE EXISTING SHELTER AND PARKING LOT AND REPLACE IT WITH A NEW SIX-FOOT ADA-ACCESSIBLE SIDEWALK THAT WILL CONNECT THE EXISTING PARKING LOT WITH THE EXISTING SHELTER AND THE NEW PARK PAVILION WITH THE CITY USING FUNDS FROM THE SALE OF THE HORSE TRACK MEADOWS NORTH DEVELOPMENT TO COVER THE COST.**

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.

#### **6. STAFF CORRESPONDENCE/COMMITTEE UPDATES**

6.1 City Council reviewed the Park & Recreation Minutes from the July 17, 2023 meeting.

6.2 City Council reviewed the July 18, 2023 Agenda for the Explore La Crosse meeting and the Explore La Crosse minutes from its June 20, 2023 meeting.

#### **8. HOUSTON COUNTY**

County Commissioner Dewey Severson was in attendance and gave an update.

#### **9. CHAMBER OF COMMERCE**

Chamber of Commerce representative Jon Wilson was in attendance and gave an update.

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

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

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:19 PM

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

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

#1.2



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: August 11, 2023  
RE: Bills Payable

Attached for review and consideration by the City Council are the bills payable for the period ending August 11, 2023. We would suggest that the City Council approve the payment of the bills as presented.

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ACENTEK</b>						
7/23 STMT	BRUSH SITE PHONE CHARGES	07/31/2023	36.63	.00		
7/23 STMT	SEWER PHONE CHARGES	07/31/2023	124.00	.00		
7/23 STMT	STREET PHONE CHARGES	07/31/2023	47.50	.00		
7/23 STMT	LIBRARY PHONE CHARGES	07/31/2023	134.10	.00		
7/23 STMT	ARENA PHONE CHARGES	07/31/2023	288.81	.00		
7/23 STMT	GOLF COURSE PHONE CHARGES	07/31/2023	446.39	.00		
7/23 STMT	POLICE DEPT PHONE CHARGES	07/31/2023	336.19	.00		
7/23 STMT	LIC BUR PHONE CHARGES	07/31/2023	175.46	.00		
7/23 STMT	PUBLIC WORKS PHONE CHARGES	07/31/2023	49.34	.00		
7/23 STMT	CITY HALL PHONE CHARGES	07/31/2023	345.43	.00		
7/23 STMT	WATER PHONE CHARGES	07/31/2023	87.32	.00		
7/23 STMT	FIRE DEPT PHONE CHARGES	07/31/2023	504.82	.00		
7/23 STMT	POOL PHONE CHARGES	07/31/2023	148.45	.00		
7/23 STMT	BLDG/ZNG PHONE CHARGES	07/31/2023	49.34	.00		
Total 24:			2,773.78	.00		
<b>AFLAC</b>						
7/23 STMT	INSURANCE PREMIUMS	08/01/2023	42.00	.00		
Total 72:			42.00	.00		
<b>AFSCME</b>						
7/23 DUES	PAYROLL DEDUCTED UNION DUES	08/01/2023	661.78	.00		
Total 25:			661.78	.00		
<b>ALL STAR PRO GOLF INC</b>						
INV33727	GC - TEES FOR RESALE	07/19/2023	257.92	.00		
INV33974	GC - GLOVES FOR RESALE	07/31/2023	266.91	.00		
Total 51:			524.83	.00		
<b>AMAZON CAPITAL SERVICES</b>						
16JT-VPVL-NY9	LIBRARY - BOOKS	07/27/2023	12.95	.00		
1GW9-D9YV-4R	GC - GOLF CAR REPAIR PARTS	07/19/2023	252.76	.00		
1HNK-TXV7-KQ	BLDG/ZNG - SMALL TOOLS	07/21/2023	50.20	.00		
1HNK-TXV7-KQ	BLDG/ZNG - OFFICE SUPPLIES	07/21/2023	109.59	.00		
1HNK-TXV7-KQ	CITY - TOASTER	07/21/2023	25.99	.00		
1JJN-JX3K-79H9	CITY - OFFICE SUPPLIES	07/24/2023	26.99	.00		
1JKW-FJ9H-4W	BLDG/ZNG - OFFICE SUPPLIES	07/24/2023	58.39	.00		
1L17-F1LK-KTTL	GC - GOLF CAR REPAIR PARTS	07/20/2023	650.70	.00		
1MGX-LPVP-H94	PARKS - TOILET PAPER	07/26/2023	168.16	.00		
1P67-64XN-G9G	LIBRARY - BOOKS	07/31/2023	19.96	.00		
1RX7-XJ77-D9H	STREET - VEHICLE MAINTENANCE	08/04/2023	65.30	.00		
1VNJ-9QLQ-461	LIBRARY - CLEANING SUPPLIES	08/03/2023	45.80	.00		
1VT4-D4N1-KW	CITY - OFFICE SUPPLIES	08/06/2023	8.26	.00		
1VT4-D4N1-KW	PUBLIC WORKS - OFFICE SUPPLIES	08/06/2023	24.78	.00		
1WNL-7XK1-TVJ	CITY - OFFICE SUPPLIES	08/07/2023	25.17	.00		
1YD7-7JDD-3X9	CITY - OFFICE SUPPLIES	07/24/2023	11.50	.00		
1YD7-7JDD-MLR	POOL - OFFICE SUPPLIES	07/26/2023	11.95	.00		
Total 9956:			1,568.45	.00		
<b>AUTO VALUE LA CROSSE</b>						
516456397	STREET - VEHICLE MAINTENANCE	07/05/2023	89.97	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
516458755	STREET - BATTERY FOR GMC	07/24/2023	174.99	.00		
516458916	BOBCAT REPAIR	07/25/2023	411.73	.00		
Total 2106:			676.69	.00		
<b>AUTOMATIC SYSTEMS CO.</b>						
040540	WELL #3 - COMMUNICATION FAILURE	04/14/2023	1,369.86	.00		
Total 8881:			1,369.86	.00		
<b>BERNIE J BUCHNER INC</b>						
879915	WATERTREATMENT PLANT BACKFLOW INSPEC	07/18/2023	480.00	.00		
Total 129:			480.00	.00		
<b>BOBCAT OF THE COULEE REGION</b>						
01-64370	BOBCAT REPAIR	07/10/2023	264.15	.00		
01-64378	PLANTING PROJECTS - JASON	07/10/2023	225.00	.00		
01-64652	BOBCAT REPAIR	07/19/2023	163.37	.00		
Total 216:			652.52	.00		
<b>BOB'S LOCK &amp; SAFE INC.</b>						
41843	CITY HALL - DOOR LOCKS	07/17/2023	242.00	.00		
Total 123:			242.00	.00		
<b>BREYER'S SALES AND SERVICE INC</b>						
17687	BACKPACK BLOWER - PARKS	07/05/2023	324.99	.00		
17687	BACKPACK BLOWER - STREETS	07/05/2023	325.00	.00		
17720	MOWER BLADE REPAIR	07/13/2023	26.78	.00		
17784	CHAINSAW PARTS	07/31/2023	69.98	.00		
Total 131:			746.75	.00		
<b>BUEHLER, LUANN</b>						
7/30/23	PD - UNIFORM PATCHES	07/30/2023	156.00	.00		
Total 10104:			156.00	.00		
<b>CDW GOVERNMENT, INC.</b>						
KV13977	ADOBE ACROBAT PRO SOFTWARE	07/20/2023	48.37	.00		
Total 8180:			48.37	.00		
<b>CINTAS CORPORATION</b>						
4160307434	GC - CLEANING	07/03/2023	36.66	.00		
4160307487	CITY HALL - MATS, CLEANING RAGS & TOWELS	07/03/2023	63.95	.00		
4161685176	GC - CLEANING	07/17/2023	36.66	.00		
4161685373	CITY HALL - MATS, CLEANING RAGS & TOWELS	07/17/2023	63.95	.00		
4163074977	GC - CLEANING	07/31/2023	36.66	.00		
4163074996	CITY HALL - MATS, CLEANING RAGS & TOWELS	07/31/2023	63.95	.00		
Total 9696:			301.83	.00		
<b>CLEARWAY COMMUNITY SOLAR LLC</b>						
6/23 STMT	523 S. CHESTNUT ST. - ANIMAL SHELTER	06/30/2023	47.77	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
6/23 STMT	1450 HWY 16 - LIFT STATION	06/30/2023	35.41	.00		
6/23 STMT	31 MCINTOSH RD - LIFT STATION	06/30/2023	13.42	.00		
6/23 STMT	202 MAIN STREET - FLAG LIGHT	06/30/2023	3.78	.00		
6/23 STMT	608 S. 7TH ST. - TENNIS COURT LIGHTS	06/30/2023	11.88	.00		
6/23 STMT	336 S 1ST STREET - COMM. BLDG	06/30/2023	182.99	.00		
6/23 STMT	1323 SPRUCE DR - ABNET FIELDS	06/30/2023	37.32	.00		
6/23 STMT	110 MIDNIGHT STREET - LIFT STATION	06/30/2023	61.75	.00		
6/23 STMT	200 STONEY POINT - WELL HOUSE	06/30/2023	943.28	.00		
6/23 STMT	1200 JONATHAN LANE - PARK SHELTER	06/30/2023	50.83	.00		
6/23 STMT	219 MAIN STREET - UNIT LIGHTS	06/30/2023	92.91	.00		
6/23 STMT	407 ORCHARDVIEW - BOOSTER STATION	06/30/2023	360.24	.00		
6/23 STMT	219 CHESTNUT STREET - BRIDGE LIGHT	06/30/2023	66.59	.00		
6/23 STMT	722 N 2ND STREET - RADIUM PLANT	06/30/2023	2,361.93	.00		
6/23 STMT	193 MCINTOSH RD - BOOSTER STATION	06/30/2023	217.76	.00		
6/23 STMT	520 S. 14TH STREET - ICE ARENA	06/30/2023	3,041.56	.00		
6/23 STMT	321 MAIN STREET - LIBRARY	06/30/2023	194.37	.00		
6/23 STMT	400 LARCH AVE - WELL 2	06/30/2023	771.42	.00		
6/23 STMT	209 S WALNUT STREET - LAC SIGN	06/30/2023	16.69	.00		
6/23 STMT	608 S 7TH STREET - POOL	06/30/2023	607.75	.00		
Total 9854:			9,119.65	.00		
<b>CULLIGAN WATER CONDITIONING</b>						
285X20973404	CITY HALL - WATER COOLER RENTAL	08/01/2023	39.95	.00		
285X20973404	PD - WATER COOLER RENTAL	08/01/2023	39.95	.00		
285X20973404	MAINT - WATER COOLER RENTAL	08/01/2023	39.95	.00		
Total 231:			119.85	.00		
<b>CUSTOM ALARM</b>						
553977	GC - MONTHLY ALARM MONITORING SYSTEM	08/01/2023	41.34	.00		
Total 290:			41.34	.00		
<b>DAKOTA FLUID POWER INC</b>						
7101392	FLOW TRUCK - REPLACE HYDRAULIC HOSES	07/27/2023	1,943.64	.00		
Total 9700:			1,943.64	.00		
<b>DALCO ENTERPRISES INC</b>						
4109572	WIESER PARK - BATHROOM SUPPLIES	07/18/2023	419.21	.00		
4109572	CITY HALL - HAND SOAP	07/18/2023	51.84	.00		
Total 313:			471.05	.00		
<b>DAVEAU, DARIN</b>						
7/23 GUN	REIMBURSE - GUN ALLOWANCE	07/24/2023	425.00	.00		
Total 10118:			425.00	.00		
<b>DEBAUCHE TRUCK &amp; DIESEL INC</b>						
01W9224	07' TRUCK REPAIR	07/10/2023	3,065.62	.00		
01W9247	2015 INTERNATIONAL REPAIR & MAINT	07/17/2023	1,035.80	.00		
Total 297:			4,101.42	.00		



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
DENSTAD, RICK 4503	SAND - WIESER PARK	07/23/2023	95.00	.00		
Total 8972:			95.00	.00		
DEPUTY #031 LA CRESCENT 7/24/23 R. HENR	LIC BUR - NSF STATE REIMBURSEMENT	08/03/2023	121.25	121.25	08/08/2023	
Total 9750:			121.25	121.25		
DOBECK, RHODA 7/23 LIBRARY	LIBRARY- CLEANING	07/31/2023	220.00	.00		
Total 10098:			220.00	.00		
E O JOHNSON CO INC - LEASE						
34539076	PUBLIC WORKS - COPY MACHINE MAINT	07/20/2023	111.70	.00		
34539076	CITY HALL - COPY MACHINE MAINT	07/20/2023	186.18	.00		
34539076	WATER DEPT - COPY MACHINE MAINT	07/20/2023	74.48	.00		
34539076	POLICE - COPY MACHINE MAINT	07/20/2023	111.70	.00		
34539076	BLDG/ZNG - COPY MACHINE MAINT	07/20/2023	111.70	.00		
34539076	FIRE DEPT - COPY MACHINE MAINT	07/20/2023	74.48	.00		
34539076	SEWER DEPT - COPY MACHINE MAINT	07/20/2023	74.48	.00		
Total 9397:			744.72	.00		
EARL F ANDERSEN INC 0133438-IN	SIGNS FOR STONEY POINT	07/31/2023	191.80	.00		
Total 404:			191.80	.00		
ELLIOTT JEWELERS 8/4/23	PD - ENGRAVING ON PLAQUE	08/04/2023	25.50	.00		
Total 9856:			25.50	.00		
EMERGENCY AUTOMOTIVE TECH DL072623-24	2023 SQUAD OUTFITTING	07/27/2023	50.01	.00		
Total 9401:			50.01	.00		
EMERGENCY MEDICAL PRODUCTS INC 2568312	FD - MEDICAL SUPPLIES	07/12/2023	126.60	.00		
2568540	FD - MEDICAL SUPPLIES	07/13/2023	120.76	.00		
Total 433:			247.36	.00		
FLAGSHIP RECREATION F21422	PLAYGROUND EQUIP REPLACEMENT - KISTLER & VALLE	07/17/2023	18,136.48	.00		
Total 9160:			18,136.48	.00		
FURTH, SAMUEL 7/1/23 - 7/31/23	KEEP COMPANY INTERN	07/31/2023	802.50	.00		
Total 10107:			802.50	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>G &amp; F DISTRIBUTING, INC.</b>						
0132319805	GC - BEER FOR RESALE	07/20/2023	179.00	.00		
Total 8628:			179.00	.00		
<b>GEHRKE, AMY</b>						
7/23 GUN	PD - GUN ALLOWANCE	07/22/2023	425.00	.00		
Total 10119:			425.00	.00		
<b>GOPHER STATE ONE-CALL</b>						
3070515	WATER - LOCATE	07/31/2023	41.17	.00		
3070515	SEWER - LOCATE	07/31/2023	41.18	.00		
Total 620:			82.35	.00		
<b>GRAF ELECTRIC, INC.</b>						
20835	INSTALL NEW DRINKING FOUNTAIN AT POOL	07/10/2023	753.90	.00		
Total 619:			753.90	.00		
<b>HAWKINS INC.</b>						
6539309	WATER PLANT - REPLACE CHLORINE EQUIPMENT	07/28/2023	2,000.00	.00		
6541751	POOL - CHEMICALS	08/01/2023	3,905.03	.00		
6541752	POOL - CHEMICALS (CREDIT)	08/01/2023	1,168.50	.00		
Total 512:			4,736.53	.00		
<b>HILLTOPPER REFUSE &amp; RCYL SRVC</b>						
7/23 BAGS	MONTHLY REFUSE P/U	07/31/2023	4,078.80	.00		
7/23 GOLF	RECYCLING & REFUSE P/U GOLF COURSE	07/31/2023	201.46	.00		
7/23 STMT	REFUSE P/U PARKS	07/31/2023	148.30	.00		
7/23 STMT	REFUSE P/U ANIMAL SHELTER	07/31/2023	74.19	.00		
7/23 STMT	REFUSE P/U LIBRARY	07/31/2023	10.00	.00		
7/23 STMT	REFUSE P/U ARENA	07/31/2023	148.30	.00		
7/23 STMT	REFUSE P/U CITY HALL	07/31/2023	66.41	.00		
7/23 STMT	RECYCLING P/U FIRE DEPT	07/31/2023	16.00	.00		
7/23 STMT	REFUSE P/U FIRE DEPT	07/31/2023	25.00	.00		
7/23 STMT	CITYWIDE RECYCLING P/U	07/31/2023	7,228.40	.00		
7/23 STMT	REFUSE P/U MAINTENANCE	07/31/2023	223.99	.00		
Total 9233:			12,220.85	.00		
<b>HOKAH CO-OP OIL ASSOCIATION</b>						
127047	GC - FUEL FILL	08/04/2023	2,046.14	2,046.14	08/08/2023	
7751	GC - FUEL FILL	07/06/2023	1,276.20	.00		
Total 715:			3,322.34	2,046.14		
<b>INNOVATIVE OFFICE SOLUTIONS</b>						
IN4263753	B&Z - OFFICE SUPPLIES	07/19/2023	151.09	.00		
IN4266531	PD - OFFICE SUPPLIES	07/21/2023	21.96	.00		
IN4266531	PD - CLEANING SUPPLIES	07/21/2023	43.44	.00		
IN4266531	CITY - OFFICE SUPPLIES	07/21/2023	132.68	.00		
Total 9471:			349.17	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>INTERNATIONAL UNION OF</b>						
7/23 DUES	GC - UNION DUES WITHHELD	08/01/2023	210.00	.00		
Total 8293:			210.00	.00		
<b>KEN'S SERVICE CENTER</b>						
30774	STREETS - TOW PLOW TRUCK	07/10/2023	330.00	.00		
Total 1005:			330.00	.00		
<b>KWIK TRIP INC</b>						
7/23 STMT	POOL - SLUSHIE MIX	07/31/2023	106.32	.00		
7/23 STMT	PD - FUEL	07/31/2023	1,554.67	.00		
7/23 STMT	B&Z - FUEL	07/31/2023	61.55	.00		
7/23 STMT	PD - VEHICLE MAINTENANCE	07/31/2023	26.68	.00		
7/23 STMT	SEWER - FUEL	07/31/2023	38.25	.00		
7/23 STMT	PARKS - FUEL	07/31/2023	659.12	.00		
7/23 STMT	WATER - ICE FOR STATE WATER SAMPLES	07/31/2023	2.70	.00		
7/23 STMT	WATER - FUEL	07/31/2023	38.25	.00		
7/23 STMT	STREET - FUEL	07/31/2023	1,061.89	.00		
Total 1014:			3,549.43	.00		
<b>LA CRESCENT ACE HARDWARE</b>						
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	85.55	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	.75	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	21.48	.00		
7/23 STMT	PD - KEYS	07/31/2023	2.79	.00		
7/23 STMT	PAINT FOR APPLE ON STREET	07/31/2023	90.11	.00		
7/23 STMT	MAINT BUILDING REPAIR	07/31/2023	6.44	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	16.56	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	4.38	.00		
7/23 STMT	PARKS - VEHICLE MAINTENANCE	07/31/2023	35.58	.00		
7/23 STMT	PARKS - TREE STAKES	07/31/2023	7.99	.00		
7/23 STMT	POOL - SMALL TOOLS	07/31/2023	19.99	.00		
7/23 STMT	CITY - CLEANING SUPPLIES	07/31/2023	10.17	.00		
7/23 STMT	GC - CLEANING SUPPLIES	07/31/2023	11.18	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	14.14	.00		
7/23 STMT	STREET - CRACK SEALING	07/31/2023	4.98	.00		
7/23 STMT	CITY HALL - BLDG REPAIR	07/31/2023	3.99	.00		
7/23 STMT	WATER SAMPLES POSTAGE	07/31/2023	99.64	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	22.99	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	43.98	.00		
7/23 STMT	STREET - SIDEWALK RAMP	07/31/2023	13.98	.00		
7/23 STMT	PD - BLDG REPAIR	07/31/2023	17.58	.00		
7/23 STMT	CITY HALL - BLDG REPAIR	07/31/2023	43.46	.00		
7/23 STMT	PAINT FOR APPLE ON STREET	07/31/2023	44.96	.00		
7/23 STMT	POOL - BLDG REPAIR	07/31/2023	53.96	.00		
7/23 STMT	PD - SHOE POLISH	07/31/2023	6.99	.00		
7/23 STMT	POOL - WASP & HORNET SPRAY	07/31/2023	6.59	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	9.59	.00		
7/23 STMT	FD - BLDG MAINTENANCE	07/31/2023	26.06	.00		
7/23 STMT	POOL - CHEMICALS	07/31/2023	41.94	.00		
7/23 STMT	PAINT FOR APPLE ON STREET	07/31/2023	65.99	.00		
7/23 STMT	PARKS - MULCH	07/31/2023	35.94	.00		
7/23 STMT	FD - SMALL TOOLS	07/31/2023	12.99	.00		
7/23 STMT	POOL - SMALL TOOLS	07/31/2023	34.98	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
7/23 STMT	PARKS - LAWN MOWER SPRINGS	07/31/2023	2.80	.00		
7/23 STMT	COMM BLDG AC DRAIN	07/31/2023	19.13	.00		
7/23 STMT	MAINT BUILDING REPAIR	07/31/2023	28.27	.00		
7/23 STMT	CITY - BLDG REPAIR	07/31/2023	8.58	.00		
7/23 STMT	GC - BLDG MAINTENANCE	07/31/2023	106.89	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	7.99	.00		
7/23 STMT	STREETS - SMALL TOOLS	07/31/2023	444.98	.00		
7/23 STMT	POOL - ROPE	07/31/2023	19.99	.00		
7/23 STMT	POOL - CHEMICALS	07/31/2023	41.94	.00		
7/23 STMT	PAINT FOR APPLE ON STREET - CREDIT	07/31/2023	43.99	.00		
7/23 STMT	BIKE TRAILER HITCH	07/31/2023	48.98	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	24.99	.00		
7/23 STMT	CITY - BLDG REPAIR	07/31/2023	.59	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	69.94	.00		
7/23 STMT	PD - NEIGHBORS NIGHT OUT	07/31/2023	8.59	.00		
7/23 STMT	PARKS - GRASS SEED	07/31/2023	8.59	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	5.58	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	33.07	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	5.59	.00		
7/23 STMT	STREET - SIDEWALK RAMP	07/31/2023	2.00	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	41.98	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	3.59	.00		
7/23 STMT	POOL - WATER FOUNTAIN REPAIR	07/31/2023	10.99	.00		
7/23 STMT	POOL - DRINKING FOUNTAIN REPAIR	07/31/2023	28.08	.00		
7/23 STMT	PARKS - MOWER REPAIR	07/31/2023	4.76	.00		
7/23 STMT	SHOP - SMALL TOOLS	07/31/2023	89.47	.00		
7/23 STMT	MAINT - BLDG REPAIR	07/31/2023	13.18	.00		
7/23 STMT	PARKS - GARBAGE BAGS	07/31/2023	33.98	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	6.99	.00		
7/23 STMT	CHARGER FOR SHOP	07/31/2023	39.99	.00		
7/23 STMT	PARKS - VEHICLE MAINTENANCE	07/31/2023	14.18	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	62.95	.00		
7/23 STMT	CITY - BLDG MAINTENANCE	07/31/2023	11.88	.00		
7/23 STMT	FD - SMALL TOOLS	07/31/2023	12.57	.00		
Total 717:			2,136.79	.00		
<b>LA CRESCENT AUTO REPAIR, INC</b>						
27321	PD - P19 MAINTENANCE	07/14/2023	39.10	.00		
27384	PD - P21 MAINTENANCE	07/14/2023	74.96	.00		
27439	PD - VEHICLE MAINTENANCE	07/14/2023	37.20	.00		
27482	PD - P21 MAINTENANCE	07/14/2023	573.13	.00		
27569	PD - VEHICLE MAINTENANCE	07/25/2023	21.60	.00		
Total 8168:			745.99	.00		
<b>LA CROSSE TRIBUNE</b>						
6/23 8 WEEKS C	CITY HALL - 8 WEEKS SUBSCRIPTION DAILY	06/20/2023	153.00	.00		
Total 8522:			153.00	.00		
<b>LAPHAM'S CLEANING LLC</b>						
310052	CITY HALL - CLEANING	07/31/2023	300.00	.00		
Total 10121:			300.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>LAPPIN'S LLC</b>						
18462	CITY HALL - CLEANING JULY	07/31/2023	933.00	.00		
Total 9677:			933.00	.00		
<b>LAW ENFORCEMENT LABOR SERVICES</b>						
7/23 DUES	PD - PAYROLL DEDUCTED UNION DUES	08/01/2023	405.00	.00		
Total 1134:			405.00	.00		
<b>LIFETIME PRODUCTS, INC.</b>						
528098Q	WIESER PARK - CHAIRS & TABLES	08/01/2023	9,030.38	9,030.38	08/02/2023	
Total 10120:			9,030.38	9,030.38		
<b>LUDWIGSON, JASON</b>						
7/1/23 - 7/31/23	SUSTAINABILITY SERVICES	07/31/2023	4,226.56	.00		
7/1/23 - 7/31/23	MILEAGE	07/31/2023	26.20	.00		
Total 9632:			4,252.76	.00		
<b>MAYO CLINIC AMBULANCE SERVICE</b>						
5/24/23 CPR	CPR CLASS FOR POOL EMPLOYEES	05/24/2023	96.00	.00		
Total 8150:			96.00	.00		
<b>MENARDS-LA CROSSE</b>						
86429	CITY - BLDG MAINTENANCE	07/18/2023	95.74	.00		
86444	CITY - NEW OFFICE SPACES	07/18/2023	335.56	.00		
86551	CITY - BLDG MAINTENANCE	07/20/2023	47.97	.00		
86623	LIBRARY - TOILET REPAIR	07/22/2023	29.99	.00		
86688	WELL #2 - REPLACE AC UNIT	07/24/2023	309.99	.00		
Total 1352:			819.25	.00		
<b>MICROMARKETING, LLC</b>						
927352	LIBRARY - BOOKS GRANT FUNDED	07/11/2023	67.99	.00		
928949	LIBRARY - BOOKS GRANT FUNDED	07/31/2023	73.94	.00		
Total 10060:			141.93	.00		
<b>MIDWEST MACHINERY CO.</b>						
9664017	PARKS - MOWER TIRE	06/21/2023	1,223.59	.00		
Total 9837:			1,223.59	.00		
<b>MIENERGY COOPERATIVE</b>						
MR 1084 #107	FIRE STATION RENOVATION LOAN	08/01/2023	3,000.00	.00		
Total 9578:			3,000.00	.00		
<b>MINNESOTA CHILD SUPPORT PAYMENT CENTER</b>						
7/21/23P/R00156	MN CHILD SUPPORT	07/24/2023	640.97	640.97	07/24/2023	
8/4/23 P/R00156	MN CHILD SUPPORT	08/07/2023	640.97	640.97	08/07/2023	
Total 9597:			1,281.94	1,281.94		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>MSA PROFESSIONAL SERVICES INC</b>						
R12759007.0-4	PROF SERVICES - WALNUT ST CORRIDOR PLAN	07/08/2023	4,320.00	.00		
Total 9388:			4,320.00	.00		
<b>MTI DISTRIBUTING INC</b>						
1395828-00	PARKS - MOWER REPAIR	07/13/2023	200.50	.00		
1395828-01	PARKS - MOWER REPAIR	07/13/2023	156.65	.00		
Total 1330:			357.15	.00		
<b>NCPERS GROUP LIFE INSURANCE</b>						
7/23 STMT	LIFE INSURANCE PREMIUMS	08/01/2023	96.00	.00		
Total 1619:			96.00	.00		
<b>NORTHERN BEVERAGE DISTRIBUTING</b>						
1155244	GC - BEER CREDIT	07/20/2023	48.00-	.00		
1155245	GC - BEER FOR RESALE	07/20/2023	376.45	.00		
1158740	GC - BEER FOR RESALE	07/27/2023	603.10	.00		
1162282	GC - BEER FOR RESALE	08/03/2023	572.00	.00		
Total 2311:			1,503.55	.00		
<b>NUTRIEN AG SOLUTIONS, INC.</b>						
52040781	PARKS - CHEMICALS FOR PLANTING PROJECT	07/13/2023	431.08	.00		
Total 9812:			431.08	.00		
<b>PENDELTON TURF SUPPLY INC</b>						
7157	GC - CHEMICALS	07/24/2023	649.92	.00		
Total 9169:			649.92	.00		
<b>PEPSI-COLA BOTTLING COMPANY</b>						
9129099	GC - POP FOR RESALE	07/03/2023	314.00	.00		
9130552	POOL - POP FOR RESALE	07/10/2023	735.70	.00		
9131861	GC - POP FOR RESALE	07/17/2023	943.45	.00		
9132880	GC - POP FOR RESALE	07/24/2023	510.20	.00		
9133159	POOL - POP FOR RESALE	07/25/2023	158.40	.00		
9134110	GC - POP FOR RESALE	07/31/2023	419.75	.00		
Total 1615:			3,081.50	.00		
<b>PERFORMANCE FOODSERVICE</b>						
482766	POOL - CONCESSIONS	07/19/2023	776.21	.00		
488744	POOL - CONCESSIONS	07/28/2023	2,160.22	.00		
493225	POOL - CONCESSIONS	08/04/2023	941.71	.00		
Total 10087:			3,878.14	.00		
<b>PROLOGUE PLANNING GROUP</b>						
7/1/23 - 7/31/23	ECONOMIC DEVELOPMENT SERVICES	07/31/2023	2,995.20	.00		
Total 10006:			2,995.20	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>QUADIENT FINANCE USA, INC</b>						
7/23 STMT	Postage Meter Postage- Animal rescue	07/16/2023	3.00	3.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Arena	07/16/2023	3.00	3.00	08/01/2023	
7/23 STMT	Postage Meter Postage- B&Z	07/16/2023	21.00	21.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Clerk	07/16/2023	45.00	45.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Fire	07/16/2023	12.00	12.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Golf course	07/16/2023	9.00	9.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Water	07/16/2023	63.00	63.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Library	07/16/2023	9.00	9.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Lic Bur	07/16/2023	30.00	30.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Police	07/16/2023	21.00	21.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Pool	07/16/2023	6.00	6.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Public works	07/16/2023	15.00	15.00	08/01/2023	
7/23 STMT	Postage Meter Postage- Sewer	07/16/2023	63.00	63.00	08/01/2023	
Total 9799:			300.00	300.00		
<b>QUADIENT LEASING USA, INC</b>						
N10047429	POSTAGE METER RENT- ARENA	07/27/2023	9.78	.00		
N10047429	POSTAGE METER RENT- PD	07/27/2023	19.56	.00		
N10047429	POSTAGE METER RENT- G.C.	07/27/2023	9.78	.00		
N10047429	POSTAGE METER RENT-WATER	07/27/2023	39.11	.00		
N10047429	POSTAGE METER RENT-SEWER	07/27/2023	39.11	.00		
N10047429	POSTAGE METER RENT-LIBRARY	07/27/2023	9.78	.00		
N10047429	POSTAGE METER RENT-BLDG/ZNG	07/27/2023	9.78	.00		
N10047429	POSTAGE METER RENT- LIC. BUR.	07/27/2023	9.78	.00		
N10047429	POSTAGE METER RENT- CLERK	07/27/2023	39.11	.00		
N10047429	POSTAGE METER RENT- PUB WORKS	07/27/2023	9.78	.00		
Total 9213:			195.57	.00		
<b>QUALITY POOL &amp; SPA</b>						
29017	POOL - CHEMICALS	08/07/2023	18.04	.00		
Total 1596:			18.04	.00		
<b>QUILLINS LA CRESCENT</b>						
7/23 CITY	GC - FOOD FOR RESALE	07/31/2023	7.55	.00		
7/23 CITY	GC - FOOD FOR RESALE	07/31/2023	9.90	.00		
7/23 CITY	GC - FOOD FOR RESALE	07/31/2023	36.03	.00		
7/23 CITY	GC - FOOD FOR RESALE	07/31/2023	9.49	.00		
7/23 CITY	GC - FOOD FOR RESALE	07/31/2023	2.49	.00		
Total 1707:			65.46	.00		
<b>RANDY MEANS &amp; ASSOCIATES, LLC</b>						
1420	PD - TRAINING FOR R. CLARK	07/16/2023	495.00	.00		
Total 10123:			495.00	.00		
<b>RIVER VALLEY MEDIA GROUP</b>						
7/23 CITY	SUMMARY OF ORD. NO 567 - SHORT TERM RENTALS	07/31/2023	34.06	.00		
7/23 CITY	SUMMARY OF ORD. NO 569 - AMENDING FEE SCHEDULE	07/31/2023	36.34	.00		
7/23 CITY EMPL	AD FOR ACCOUNTANT POSITION	07/31/2023	364.95	.00		
Total 8163:			435.35	.00		



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SAM'S CLUB</b>						
7/23 STMT	GC- FOOD FOR RESALE	07/31/2023	33.96	33.96	08/01/2023	
7/23 STMT	GC - SNACKS FOR RESALE	07/31/2023	10.88	10.88	08/01/2023	
7/23 STMT	GC - SNACKS FOR RESALE	07/31/2023	84.80	84.80	08/01/2023	
7/23 STMT	GC- FOOD FOR RESALE	07/31/2023	286.12	286.12	08/01/2023	
7/23 STMT	COMM BLDG - CLEANING SUPPLIES	07/31/2023	12.28	12.28	08/01/2023	
7/23 STMT	POOL - CLEANING SUPPLIES	07/31/2023	57.94	57.94	08/01/2023	
7/23 STMT	CITY - CLEANING SUPPLIES	07/31/2023	13.98	13.98	08/01/2023	
7/23 STMT	CITY - OFFICE SUPPLIES	07/31/2023	111.92	111.92	08/01/2023	
7/23 STMT	PD - NNO EVENT	07/31/2023	157.83	157.83	08/01/2023	
7/23 STMT	CITY - ANNUAL MEMBERSHIP	07/31/2023	103.53	103.53	08/01/2023	
7/23 STMT	GC - ANNUAL MEMBERSHIP	07/31/2023	60.00	60.00	08/01/2023	
Total 1861:			933.24	933.24		
<b>SCHOTT DISTRIBUTING CO., INC.</b>						
528652	GC - BEER FOR RESALE	07/06/2023	666.80	.00		
530942	GC - BEER FOR RESALE	07/20/2023	739.60	.00		
Total 1931:			1,406.40	.00		
<b>SOUTHEAST LIBRARIES COOP</b>						
051455	LIBRARY - PROCESSING MATERIALS	07/24/2023	151.29	.00		
Total 1962:			151.29	.00		
<b>STREICHER'S</b>						
11644610	PD - UNIFORMS/EQUIP FOR LCPD RESERVES	07/14/2023	210.97	.00		
11644944	PD - GEHRKE UNIFORM PER LELS CONTRACT	07/18/2023	103.99	.00		
Total 1922:			314.96	.00		
<b>SUPERIOR TURF SERVICES</b>						
4194	GC - CHEMICALS	07/20/2023	2,342.32	.00		
Total 9826:			2,342.32	.00		
<b>TOM'S LOCK SERVICE, INC</b>						
97987	ANIMAL RESCUE - DOOR LOCK	07/26/2023	140.00	.00		
Total 9727:			140.00	.00		
<b>TRI-STATE BUSINESS MACHINES IN</b>						
578661	DMV - COPY/PRINTER	07/28/2023	76.00	.00		
Total 2024:			76.00	.00		
<b>ULINE</b>						
165862157	FILE CABINETS	07/12/2023	2,376.90	.00		
165987466	HAND DRYERS FOR WIESER PARL PAVILLION	07/14/2023	2,358.75	.00		
166405697	PARKS-DOG WASTE BAGS	07/25/2023	195.16	.00		
Total 9422:			4,930.81	.00		
<b>UNITED STATES POSTMASTER</b>						
7/23 CYCLE	POSTAGE - WATER/SEWER BILL	07/31/2023	188.19	188.19	07/31/2023	
7/23 CYCLE	POSTAGE - WATER/SEWER BILL	07/31/2023	188.19	188.19	07/31/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2102:			376.38	376.38		
<b>UTILITY LOGIC</b>						
14152	LOCATOR - WATER	07/27/2023	592.50	.00		
14152	LOCATOR - SEWER	07/27/2023	592.50	.00		
Total 9907:			1,185.00	.00		
<b>VAN METER INC.</b>						
S012817938.001	TREE STAKES FOR PARKS	07/13/2023	69.55	.00		
S012823096.001	CONDUIT	07/18/2023	51.98	.00		
Total 10036:			121.53	.00		
<b>VERIZON WIRELESS</b>						
9940719462	B&Z - COMPUTER DATA	07/28/2023	40.02	.00		
9940719462	SEWER DEPT - DATA	07/28/2023	35.01	.00		
9940719462	WATER DEPT - DATA	07/28/2023	35.01	.00		
9940719462	PD - COMPUTER DATA & PHONE SERVICE	07/28/2023	498.03	.00		
9941004623	WATER DEPT - WIRELESS	07/31/2023	59.16	.00		
9941004623	SEWER DEPT - WIRELESS	07/31/2023	59.16	.00		
Total 8973:			726.39	.00		
<b>VISA</b>						
7/23 STMT	PD - NEIGHBORS NIGHT OUT	07/31/2023	333.00	.00		
7/23 STMT	LIBRARY - SUMMER READING PROGRAM SUPPLIES	07/31/2023	20.00	.00		
7/23 STMT	B&Z - COMPUTER HDMI CABLES	07/31/2023	42.18	.00		
7/23 STMT	PD - ID BADGE - OFFICER GEHRKE	07/31/2023	15.99	.00		
7/23 STMT	WATER - MEALS 3 EMPLOYEES AT TRAINING	07/31/2023	63.31	.00		
7/23 STMT	PD - BACKGROUND INVESTIGATIONS TRAINING K. INGL	07/31/2023	75.00	.00		
7/23 STMT	WIESER PARK - PICNIC TABLE SAMPLE	07/31/2023	374.00	.00		
7/23 STMT	SEWER - MEALS 3 EMPLOYEES AT TRAINING	07/31/2023	63.32	.00		
7/23 STMT	LIBRARY - SUMMER READING PROGRAM SUPPLIES	07/31/2023	20.00	.00		
7/23 STMT	B&Z - 2 COMPUTER MONITORS	07/31/2023	212.35	.00		
7/23 STMT	LIBRARY - SUMMER READING PROGRAM SUPPLIES	07/31/2023	25.00	.00		
7/23 STMT	LIBRARY - SUMMER READING PROGRAM SUPPLIES	07/31/2023	20.00	.00		
7/23 STMT	WIESER PARK - PICNIC TABLE SAMPLE (CREDIT)	07/31/2023	374.00	.00		
7/23 STMT	PD - INTERNET PEOPLE SEARCH	07/31/2023	75.00	.00		
7/23 STMT	WIESER PARK - PICKLEBALL COURT EQUIPMENT	07/31/2023	2,412.00	.00		
7/23 STMT	PROJECT REVIEW MEETING LUNCH	07/31/2023	43.10	.00		
7/23 STMT	PD - NEIGHBORS NIGHT OUT	07/31/2023	501.17	.00		
Total 2208:			3,921.42	.00		
<b>VSC CORPORATION</b>						
#30 322 S. 1ST	LAND PURCH.-CONTRACT FOR DEED-PRINCIPAL	08/01/2023	2,243.22	.00		
#30 322 S. 1ST	LAND PURCH.-CONTRACT FOR DEED-INTEREST	08/01/2023	227.81	.00		
Total 9942:			2,471.03	.00		
<b>WATER SYSTEMS CO.</b>						
570508	LIBRARY - WATER	07/20/2023	46.75	.00		
577161	LIBRARY - COOLER RENTAL	07/31/2023	8.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 8605:			54.75	.00		
<b>WELDA, JOAN</b>						
7/17/23	LIBRARY - PROGRAM	07/17/2023	100.00	.00		
Total 10122:			100.00	.00		
<b>WHKS &amp; CO.</b>						
48645	WIESER PARK IMPROVEMENTS DESIGN	06/30/2023	3,632.89	.00		
48651	2022 STREET RECONSTRUCTION	06/30/2023	769.28	.00		
48710	MONTHLY STAFF MEETING	06/30/2023	489.00	.00		
48710	XCEL ENERGY SUBSTATION REVIEW	06/30/2023	815.00	.00		
48710	2024 STREET PROJECT DEVELOPMENT	06/30/2023	327.00	.00		
48710	VETSCH PARK	06/30/2023	326.00	.00		
Total 8290:			6,359.17	.00		
<b>WIESER LAW OFFICE PC</b>						
7/23 CITY	COUNCIL - LEGAL FEES	07/31/2023	1,697.63	.00		
7/23 CITY	SEWER DEPT - LEGAL FEES	07/31/2023	848.81	.00		
7/23 CITY	BLDG/ZNG - LEGAL FEES	07/31/2023	1,697.63	.00		
7/23 CITY	WATER DEPT - LEGAL FEES	07/31/2023	848.81	.00		
7/23 CITY	CLERK - LEGAL FEES	07/31/2023	1,697.63	.00		
7/23 POLICE	PD - LEGAL FEES	07/31/2023	6,247.13	.00		
Total 2361:			13,037.64	.00		
<b>WIESER PRECAST/DORIC VAULTS</b>						
14334	PARKING BLOCKS	07/25/2023	501.24	.00		
Total 2309:			501.24	.00		
<b>WINONA COUNTY AUDITOR- TREASURER</b>						
2022 TNT	TNT DISTRIBUTION EXPENSE	08/09/2023	10.51	.00		
Total 8723:			10.51	.00		
<b>WINONA COUNTY TREASURER</b>						
2023 REAL ESTA	2023 REAL ESTATE ASSESSING FEE	07/18/2023	800.00	.00		
Total 2370:			800.00	.00		
<b>ZIEBELL'S HIAWATHA FOODS INC</b>						
375729	GC - KITCHEN SUPPLIES	07/06/2023	123.76	.00		
375729	GC - FOOD FOR RESALE	07/06/2023	803.86	.00		
375729	GC - CLEANING SUPPLIES	07/06/2023	222.68	.00		
375729	GC - CHIPS, SNACKS, NUTS	07/06/2023	25.00	.00		
376334	GC - CLEANING SUPPLIES	07/13/2023	377.80	.00		
376334	GC - FOOD FOR RESALE	07/13/2023	646.72	.00		
376334	GC - KITCHEN SUPPLIES	07/13/2023	63.18	.00		
376936	GC - FOOD FOR RESALE	07/20/2023	500.42	.00		
377524	GC - CHIPS, SNACKS, NUTS	07/28/2023	85.25	.00		
377524	GC - KITCHEN SUPPLIES	07/28/2023	250.24	.00		
377524	GC - FOOD FOR RESALE	07/28/2023	839.83	.00		
377524	GC - CLEANING SUPPLIES	07/28/2023	364.80	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 2417:			4,303.54	.00		
Grand Totals:			160,865.21	14,089.33		

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

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

#3.1



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: August 11, 2023  
RE: Review Short Term Rental Ordinance

At the June 26, 2023 City Council meeting, a motion was approved by the City Council to revisit the short term rental ordinance regarding the length of rental time at the August 14<sup>th</sup>, 2023 City Council meeting.

Attached for review and consideration by the City Council are agenda request forms and correspondence received to date regarding this agenda item.

Prior to allowing public comment, the Mayor will review the procedures for addressing the City Council.

Also included is a memo from the Chief of Police.

Attached are draft amendments to both the Lodging Tax Ordinance and the Short term Rental Ordinance. The City Attorney will review these proposed changes at the meeting. The draft changes are for discussion purposes and were anticipated regardless of the current discussion.

It is not expected that the City Council will act at this meeting regarding any changes or modifications to the existing short term rental ordinance. It is suggested that the City Council provide direction to the City Attorney with the understanding that any revisions will then be presented at the August 28<sup>th</sup>, 2023 City Council meeting.

# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

DATE SUBMITTED:

7/12/2023

SUBMITTED BY:

Jeneen Ablan

ISSUE:

Passing Short Term Rentals Ordinance -  
minimum of 30 days stay

ATTACHMENTS:

JUSTIFICATION:

I live next door to an Airbnb w/ a revolving door of renters who are having noisy, late parties, I fear for my safety as these transient people are not vetted.

ACTION REQUESTED:

Ordinance passed for a min. of 30 days or longer stay

REVIEWED BY:

☐ City Clerk/ Admin.  
☐ Finance Director

☐ City Attorney  
☐ Public Works

☐ Bldg. Insp.  
☐ City Engineer

RECOMMENDATION:

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

Good Afternoon,

I am writing to voice my strong opposition to any length of stay at residential Airbnbs & VRBO's in La Crescent, MN for less than 30 days. I live at 833 Bridle Lane, La Crescent for 9 months, one of the reasons I choose to move here was for the safety and smaller contained neighborhood. I am a single woman living by myself and have been very concerned about the frequent rentals at the Airbnb right next door to me.

There are transient people coming every weekend, having outdoor parties, parking in front of my home and making a lot of noise. These people staying are not vetted out in anyway, how are we to determine the risk they bring and potential damage in many ways they can cause.

Another concern of mine is that I travel frequently for my work and now am anxious of break ins or property damage in my absence.

Our subdivision has no through streets, neighbors get to know each other and look out for each other, another very strong reason why I choose to live here. I was shocked to learn I began living next to a revolving door at a "hotel" type property.

Also, I am vehemently asking you to reconsider the ordinance of the city of La Crescent regulating short term rentals and make it be effective for a minimum stay of 30 days or more.

I plan on attending the 8/7<sup>th</sup> meeting to voice my concerns in person.

Thank you in advance for your attention to this matter and am hoping this will be resolved in a favorable manner.

Sincerely,

Jeneen Ablan, RN

M 507-313-1185

[Jeneen.ablan@vizientinc.com](mailto:Jeneen.ablan@vizientinc.com)

E-MAIL CONFIDENTIALITY NOTICE: The information transmitted in this e-mail and in any replies and forwards are for the sole use of the above individual(s) or entities and may contain proprietary, privileged and/or highly confidential information. Any unauthorized dissemination, review, distribution or copying of these communications is strictly prohibited. If this e-mail has been transmitted to you in error, please notify and return the original message to the sender immediately at the above listed address. Thank you for your cooperation.

**From:** Lisa Turnbull <lturnbull@acegroup.cc>

**Sent:** Thursday, July 27, 2023 4:19 PM

**To:** Teresa O'Donnell <todonnell@cityoflacscent-mn.gov>; Cherryl Jostad <cjostad@cityoflacscent-mn.gov>; Dale Williams <dwilliams@cityoflacscent-mn.gov>; Mike Poellinger <mpoellinger@cityoflacscent-mn.gov>; Ryan Hutchinson <RHutchinson@cityoflacscent-mn.gov>

**Subject:** Letter to Council Regarding Ordinance No. 567

The attached files contain a letter written by me, addressing Ordinance No. 567, and supporting documents.

Please let me know if you have any questions or trouble opening the files. I would appreciate a simple confirmation from each of you that you have recieved and read my letter.

Thank you very much.

Lisa Turnbull  
824 Bridle Lane  
La Crescent  
507-459-4865



**To:** The La Crescent City Council

**From:** Lisa Turnbull, Resident of Horse Track Meadows, City of La Crescent

**Subject:** Does Ordinance No. 567 ("Regulating Short-Term Rentals in the City of La Crescent") comply with City Zoning Regulations and Minnesota law?

I have spent considerable time researching both the City of La Crescent Zoning Ordinances and Minnesota State Law trying to make sense of the subject of defining "short-term rentals" and fill in the blanks that have NOT been considered in the discussion and proposal/approval/decision to "revisit" Ordinance No. 567.

I believe "the ordinance" is not in accordance with 1) City zoning ordinances and 2) State law. I would ask the Council to respond to the information I have provided. I'm not an attorney, but I worked in many different businesses as a Certified Public Accountant and consider myself to have a good mind as to "what makes sense" and "what doesn't pass the smell test." I simply want to ask the questions.

### **1. THE ORDINANCE IN QUESTION APPEARS TO VIOLATE CITY ZONING REGULATIONS**

The City of La Crescent Zoning Ordinance, Chapter 12 provides the following information:

#### **12.12 DISTRICT REGULATIONS**

Subd. 1. DISTRICTS. In order to classify, regulate and restrict the location of trades, industries, and other land uses, the following districts are hereby established within the City of La Crescent:

Ag	Agricultural District
R-1A	Low Density Residential District
R-1B	Traditional Low Density Residential District
R-1C	New Urban Low Density Residential District
R-1D	Annexation Low Density Residential District R-2 Single Family/Two-Family Residential District
R-3	Medium – High Density Residential District
CBD	Central Business District (CBD-1 and CBD-2)
C-1	Highway Commercial District
I	Industrial District
C-PD	Commercial Planned Development
CDD	Conservation Development District

***AUTHOR ADDED LINE: DISTRICTS RELEVANT TO ORDINANCE (as brought to attention of the Council)***

#### **12.14 R-1A - LOW DENSITY RESIDENTIAL DISTRICT**

Subd 1. PURPOSE AND INTENT. The purpose and intent of the R-1A, Single-Family Residential District is to provide for development of low-density neighborhoods with varying lot width and lot sizes to accommodate natural topography of the site, preserve open space, natural features and provide

shared amenities on site with a variety of lot width and sizes that support a greater variety in home design within a single development that is served by municipal sewer and water.

Subd. 2. PERMITTED USES. Within the R-1A District, no building or land shall be used except for one or more of the uses identified below:

- A. Single-family, detached dwellings, occupied by no more than one family as defined in this Title.
- B. Daycare facilities (licensed) serving twelve (12) or fewer persons in a single-family detached dwelling.
- C. Licensed residential facility serving six (6) or fewer persons in a single-family detached dwelling.
- D. Public Parks, trails, playfields, playgrounds, and directly related buildings and structures;
- E. Public infrastructure, such as well houses, lift stations, water towers, booster stations, etc.

***AUTHOR ADDED NOTE: Subd. 3 & 4 left out by me. Review if you deem necessary.***

Subd. 4. CONDITIONAL USES. In addition to other uses specifically identified elsewhere in this title, the following are conditional uses in an R-1A district and require a conditional use permit based upon procedures set forth in and regulated by this title. Additionally, besides the specific standards and criteria which may be cited below for respective conditional uses, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in this title.

- A. Government buildings and structures; private recreational buildings for the exclusive use of residents and their guests, neighborhood or community centers, and public swimming pools.
- B. Public and parochial schools; provided, no building shall be located within fifty feet (50') of any lot line.
- C. Places of assembly including those related structures located on the same site which are an integral part of the assembly use such as housing for persons related to the assembly function on the same site; provided, no more than ten (10) persons shall reside on the site and no building shall be located within fifty feet (50') of any lot line.
- D. Home occupations requiring a permit.
- E. Service antennas for personal wireless telecommunications, not located on a public structure or existing tower, as regulated by this title.

#### **12.15 R-1B – TRADITIONAL LOW DENSITY RESIDENTIAL DISTRICT**

Subd 1. PURPOSE AND INTENT. The purpose and intent of the R-1B, Traditional Single-Family Residential District is to provide for development of low-density neighborhoods in character with the original residential lot layout of the city.

Subd. 2. PERMITTED USES. Within the R-1B District, no building or land shall be used except for one or more of the uses identified below:

A. Uses permitted in the R-1A District.

Subd. 3. PERMITTED ACCESSORY USES: Uses such as those listed below are customarily incidental and clearly subordinate to the permitted or approved conditional uses and therefore permitted. Uses permitted in the R-1A District.

Subd. 4. CONDITIONAL USES. In addition to other uses specifically identified elsewhere in this title, the following are conditional uses in an R-1A district and require a conditional use permit based upon procedures set forth in and regulated by this title. Additionally, besides the specific standards and criteria which may be cited below for respective conditional uses, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in this title.

A. Uses permitted in the R-1A District.

B. Bed and breakfast inns within 600' of the CBD District.

**COMMENTS:** There is nothing that expressly allows OR implies that ST rentals are allowed in these districts, nor is there an option of a conditional use permit for that purpose. I have heard that someone speaking on behalf of The City used the following argument to get around the ordinances: "If it's not expressly prohibited, it's open to interpretation." No government could survive using that kind of ignorant argument. The public deserves evidence that the Council has done their due diligence and reviewed all current City ordinances AND State laws for compliance prior to presenting any information to the public.

**2. The State of Minnesota has defined short-term rentals and determined they are subject to "Local General Sales & Use Tax" (they are a BUSINESS) of 6.875%.**

Cities in Minnesota are to follow State laws. There are some exceptions, but I don't see how they could apply here. (See Attachment 1)

I have attached the documentation that provides clear guidance as to the definition of, and rules surrounding short-term rentals in the State of Minnesota (See Attachments 2 & 3). The information is clear and easy to understand. No further comments 'seemed necessary.

I look forward to the response of the Council to the issues I have presented. Please note that this letter was written by me, alone, and does not necessarily reflect the views or opinions of any other person with an interest in this situation.

Sincerely,

Lisa Turnbull  
824 Bridle Lane  
La Crescent  
507-459-4865

## State Preemption of Local Law

State law governs what a local government may regulate. Local government only has authority granted to it by state law. This grant of authority is either express or necessarily implied from another grant of power. In some instances, state law expressly authorizes or even directs local regulation. In some instances, state law expressly forbids local regulation. In many instances, local governments rely on authority implied from a grant of power. For example, local governments adopt many ordinances under their authority to protect the health, safety, and welfare of their citizens. When state law is silent on how it relates to local regulation, local governments must determine if local regulation that is otherwise within their scope of authority may conflict with or be preempted by state law. "Conflict" and "preemption" are separate legal concepts and are looked at on a case-by-case basis.

### **Conflict**

A local ordinance conflicts with state law, and therefore is invalid, if:

- the ordinance and the statute contain express or implied terms that are irreconcilable;
- the ordinance permits what the statute forbids; or
- the ordinance forbids what the statute expressly permits.

Courts have held that there is no conflict where the ordinance, though different, is merely additional and complementary to or in aid and furtherance of the statute. *Hannan v. City of Minneapolis*, 623 N.W.2d 281, 284 (Minn. App. 2001) (citing *Mangold Midwest Co. v. Village of Richfield*, 274 Minn. 347, 352, 143 N.W.2d 813, 816-17 (1966)).

### **Preemption**

Some statutes expressly preempt local regulation. For example, Minnesota Statutes, section 471.633, states that it preempts local regulation of firearms, except regulations relating to the discharge of a firearm. Another section expressly allows local zoning of firearms shops.

If the state law is silent on preemption, then the question is whether the state law preempts local regulation by "occupying the field." Local regulation will be preempted when:

- the legislature has fully and completely covered the subject matter,
- the legislature has clearly indicated that the subject matter is solely of state concern, or
- the subject matter itself is of such a nature that local regulation would have unreasonably adverse effects on the general populace.

*Hannan v. City of Minneapolis*, 623 N.W.2d 281, 285 (Minn. App. 2001) (citing *Mangold Midwest Co. v. Village of Richfield*, 274 Minn. 347, 357-360, 143 N.W.2d 813, 820-821 (1966)).

The Research Department of the Minnesota House of Representatives is a nonpartisan office providing legislative, legal, and information services to the entire House.



## Hotels and Other Lodging Establishments Industry Guide

This information describes the sales and use tax topics related to the hotels and other lodging establishments industry. Use the links in the Guide Menu to see information about that topic.

We clarified who is responsible for collecting sales tax on residential short-term rentals (vacation home rentals). See [Residential Short-Term Rentals](#).

---

## Sales – Lodging and Related Services

Short-term lodging and related services are taxable.

### Lodging Rental

Lodging is the rental of a room or rooms for a temporary place to stay or live. Lodging facilities must charge sales tax on short-term lodging and certain related services if the room rental is:

- less than 30 days
- 30 days or more, with no enforceable written lease agreement.
  - An enforceable written agreement must be entered into at the time of sale (day one or before) if the stay will be 30 days or more. The enforceable written agreement must include a termination clause, date, and signature.

Lodging fees may also subject to local sales taxes and city lodging taxes. For more information, see:

- [Local Sales and Use Taxes](#)
- [Special Local Taxes](#)

Examples of lodging facilities include (but are not limited to):

- bed and breakfasts
- campgrounds
- hotels
- motels
- resorts
- rooming houses
- trailer camps
- vacation home rentals

### Lodging-Related Services

Lodging-related services provided within a guest room are taxable.

Examples include (but are not limited to):

- cots, cribs, refrigerators, roll-away beds, and exercise equipment
- food or liquor from mini-bars and refrigerators
- in-room safes
- laundry and dry cleaning services
- pay-per-view movies and video games
- room service or room delivery, including mandatory tips and gratuities
- telephone access charges in guest rooms

### Local Sales Tax

Attachment 2 - p. 2/3

Some cities and counties have local sales and use taxes. If you are located in or make sales into an area with a local tax, you may owe local sales and use tax. For more information, see [Local Sales and Use Taxes](#).

To determine the sales tax rate, use the location where the product is received by the customer, typically your business or a delivery address. You can use our [Sales Tax Rate Map](#) or [Sales Tax Rate Calculator](#) to help you determine the sales tax rate.

**Note:** The map and rate calculator do not include special local taxes.

For more information, see:

- [Local Sales Tax Information](#)
- [Special Local Taxes](#)
- [Minneapolis Special Local Taxes](#)

### Special Local Taxes

Several cities have special local taxes on sales of specific items such as food, liquor, lodging, and entertainment. The Minnesota Department of Revenue administers most of these taxes.

For more information, see:

- [Special Local Taxes](#)
- [Minneapolis Special Local Taxes](#)
- [Revenue Notice 05-11, Local Lodging, Restaurant and Liquor Taxes](#)

**Note:** Some cities and localities administer their own lodging taxes. For more information, contact each city directly.

---

## Sales – Residential Short-Term Rentals

Residential short-term rentals are a place to stay or live. They are a form of lodging and related services.

Examples of residential short-term rentals:

- Homes
- A portion of a home
- Any other property used for a temporary place to stay or live

Charges for the rentals are subject to the general rate sales tax and any applicable local and lodging taxes. See [Sales – Lodging and Related Services](#).

### Facilitating the Sale

Facilitating the sale of lodging includes "brokering, coordinating, or in any way arranging for purchase of or the right to use accommodations by a customer."

Facilitating the sale of lodging includes **both**:

- Collecting receipts from the customer of the lodging
- Transmitting the receipts to the owner of the residential property, whether the accommodations intermediary deducts or causes to be deducted any fees or other amounts from those receipts, either:
  - Directly by the accommodations intermediary or
  - Indirectly through agreements or arrangements with third parties

Facilitating the sale does not include only advertising the availability of the residential property for short-term rental, which directs the customer of the lodging to contact the owner of the property to reserve and purchase the lodging.

For all residential short-term rentals, who facilitates the sales transaction determines who is responsible for the tax. See the chart below for details.

Residential Short-Term Rental Situations	Who's Responsible for the Tax*
<p>The residential property is located in Minnesota and both conditions apply:</p> <ul style="list-style-type: none"> <li>• The owner regularly furnishes lodging directly to a customer in the normal course of business (done for the purpose of profit or producing income)</li> <li>• The customer makes the reservation with and pays the owner for the lodging and related services</li> </ul>	<p>The property owner must register as a retailer to collect, report, and remit taxes on the full sales price of lodging and related services.</p>
<p>The residential property is located in Minnesota and the owner uses the services of an accommodations intermediary to facilitate all sales of lodging at the owner's property.</p>	<p>The accommodations intermediary must register as a retailer to collect, report, and remit taxes on the full sales price of lodging and related services.</p>
<p>The residential property is located in Minnesota and the rental of the business property by the owner is an isolated incident, not made in the normal course of business. See Isolated or occasional sales section below.</p>	<p>The property owner is not required to register or collect taxes on the sale.</p>
<p>The residential short-term rental is facilitated by <b>both</b>:</p> <ul style="list-style-type: none"> <li>• The property owner in the normal course of business</li> <li>• An accommodations intermediary to facilitate short-term lodging</li> </ul>	<p>Both the owner and the intermediary are responsible for sales tax. The sales tax is handled as follows:</p> <ul style="list-style-type: none"> <li>• <b>The property owner</b> is required to collect, report, and remit taxes on the lodging and related services where they did not use the services of an accommodations intermediary.</li> <li>• <b>The accommodations intermediary</b> is required to collect, report, and remit taxes on the lodging and related services they facilitated.</li> </ul>

\*You must keep documentation to support who facilitated the sale and was responsible for remitting the applicable taxes on the lodging and related services.

For more information, see [Revenue Notice 17-06, Lodging and Related Services - Residential Short-Term Rentals](#).

### Isolated and Occasional Sales

For sales tax, a sales tax exemption will apply to the short-term rental in Minnesota if the sale is isolated or occasional, and not made in the normal course of business of selling lodging and related services. An "isolated sale" happens once. An "occasional sale" is infrequent and does not reoccur with some degree of regularity. Normal course of business is defined as activities that demonstrate a commercial continuity or consistency of making sales or performing services for the purposes of attaining profit or producing income.

For income tax purposes, the Internal Revenue Code (IRC) provides an isolated sale exemption when you rent out for 14 days or less a year a property that you also use as your home. This is an exemption from income tax on that rental income. However, this exemption does not apply to sales tax. Unless a sales tax exemption applies, you must collect sales tax on the short-term rental of your property.

## Sales – Residential Short-Term Rentals

Residential short-term rentals are a place to stay or live. They are a form of lodging and related services.

Examples of residential short-term rentals:

- Homes
- A portion of a home
- Any other property used for a temporary place to stay or live

Charges for the rentals are subject to the general rate sales tax and any applicable local and lodging taxes. See [Sales – Lodging and Related Services](#). See p 2

**Facilitating the Sale**

[+]

**Isolated and Occasional Sales**

[+]



# Sales – Lodging and Related Services

Short-term lodging and related services are taxable.

## Lodging Rental

**[1]**

Lodging is the rental of a room or rooms for a temporary place to stay or live. Lodging facilities must charge sales tax on short-term lodging and certain related services if the room rental is:

- less than 30 days
- 30 days or more, with no enforceable written lease agreement.
  - An enforceable written agreement must be entered into at the time of sale (day one or before) if the stay will be 30 days or more. The enforceable written agreement must include a termination clause, date, and signature.

Lodging fees may also subject to local sales taxes and city lodging taxes. For more information, see:

- [Local Sales and Use Taxes](#)
- [Special Local Taxes](#)

Examples of lodging facilities include (but are not limited to):

- bed and breakfasts
- campgrounds

Attachment 3

P-3/4

- hotels
- motels
- resorts
- rooming houses
- trailer camps
- vacation home rentals

### Lodging-Related Services

[+]

### Local Sales Tax

[+]

### Special Local Taxes

[+]

### Last Updated

January 18, 2023

[Print Page](#)

[Print Guide](#)



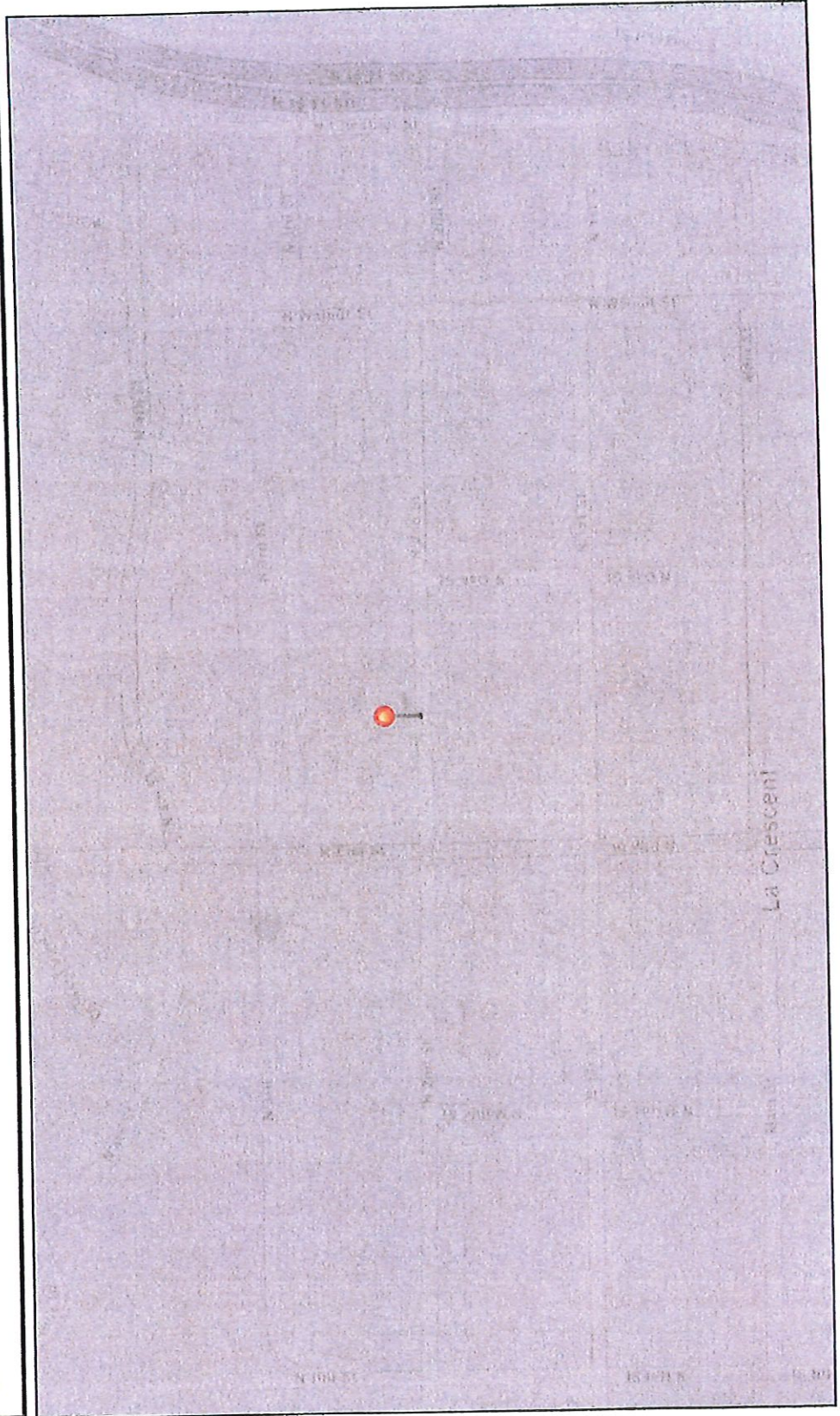


**Local General Sales & Use Tax Rates**

State Tax: 6.875%  
County Tax: None  
City Tax: None  
Other Tax: None  
Total Sales Tax Rate: 6.875%

Effective Period: Jul-Sep 2023  
Address Returned: 55947, La Crescent, Minnesota  
Date of look-up: 07/26/2023  
URL: <https://taxmaps.state.mn.us/salestax>

Contact Us:  
651-296-6181  
[salesuse.tax@state.mn.us](mailto:salesuse.tax@state.mn.us)



Attachment 3 p- 4/4

# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:**

08.07.2023

**SUBMITTED BY:**

Gregory LaPoint

**ISSUE:**

SHORT TERM RENTAL PERMIT POLICY

**ATTACHMENTS:**

Greg & Sue LaPoint Short Term Rental Comments PDF

**JUSTIFICATION:**

Didn't see the notice come out that the policy was changing. We just recently purchased a property so we can occasionally rent our home. The current policy does not seem fair to La Crescent homeowners.

**ACTION REQUESTED:**

Request to speak at the meeting next week.

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

**RECOMMENDATION:**

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

---

**Greg & Sue LaPoint**

818 Shore Acres Rd  
La Crescent, MN 55947  
608.769.2470  
lapoint818@gmail.com

7th August 2023

**City of La Crescent**

315 Main Street  
La Crescent, MN 55947

City of La Crescent Board Members,

**INTRODUCTION**

Thank you so much for your consideration. Recently the short term rental policy has changed and I would appreciate the opportunity to speak with the City Board about adjusting the policy.

I did not see the notice about a problem with short term rentals in time before the policy was put in place. I've spoken with a couple of our residents that have short term rental properties with very poor landlords next to their residences. I agree we need mechanisms in place to protect our residents from landlords that don't care. A well written / well run policy can protect our residence from poor renters and at the same time not restrict homeowners that want to responsibly rent their homes for a weekend.

**Suggestions to amend short term rental policy - Mitigating Poor Renters (Parties & Loud Renters)****ShortTerm Rental Permits**

- Permit good for one month or permit for every rental.
- Tracks who is renting & when.
- 3 nights per stay minimum
- No more than 3 rentals per month
- Require **NoiseAware**
- Noise violation (Paid by Landlord)
  - 1st Offense noise violation \$500
  - 2nd Offense noise violation \$1,000
  - 3rd Offense Permit Applications revoked for 1 year



- 
- The money from permit sales could cover the cost of administering the permits & possibly a revenue stream for city.

### **Educate & require homeowners on how to prevent House parties & be respectful of their neighbors**

#### **Set A 3-Night Minimum**

Most partying takes place during only one night. With fewer visitors and less time for the party, you can avoid the party throwers.

#### **Vet Your Guests**

Upon confirmation, you need to ask a few standard questions. Find out who will be welcome in your home, check their history, find out how many cars are planned for parking on the property, and validate their ID.

You can select an Instant Book option to check the Government ID of guests to verify their identity if the guests violate the Airbnb no-party rule. You could also ask for references.

#### **Use Guest Screening Apps**

Apps like Autohost and Superhog help you check visitors to ensure a secure reservation is not compromised or fraudulent.

The agency may also conduct background checks in the event of fraud, sex offenses, and felonies. Safely uses an online database for holiday renters to check rules, violations, property damage, or payments at other locations.

#### **Communicate**

Ensure you confirm your guests' reservations. Contact guests to confirm that they understand and accept the terms of their booking before arriving. Reiterate Airbnb's no-parties policy and all related policies such as no smoking and minimum capacity.

Communication with the visitor doesn't only help prevent unauthorized parties, but also with the rest of the screening process to rule out any undesirable behavior.

Ask for a response through Airbnb, and if the answer is no or there's no response, that's a red flag. The person may be a third-party booking or may not respect your house rules.

#### **Use Mobile Phone Detectors**

The device monitors how many phones you have in an area. Party Squasher is an intelligent sensor that connects to your Airbnb's Internet router.

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The system will check the number of phones on or around your property. Once connected, it can detect individuals in the front and backyards as well as throughout the entire house. You know the crowd is growing in size so you can act immediately before the noises and parties begin.

However, this technology will perform much better in a free-standing home or a stand-alone property compared to apartments where multiple users use their phones simultaneously.

### **Use An External Camera**

An outside camera can tell you how often a visitor has come onto a property. They'll also list the number of those who came to your door at check-in. Guests who book rooms for multiple people but show up at the same time can complain to Airbnb or cancel their stay. But make it transparent.

### **Create A Rental Contract**

The majority are people who ignore these rules. But rule-breakers easily claim they never saw them.

Make a simple and secure form that all guests will sign for confirmation of their compliance with your regulations.

### **Use house rules to set strong expectations before a rental occurs**

Decide which restrictions apply to your property and include them in your house rules. Guests accept the rules before booking, helping you avoid awkward conversations or unexpected surprises during the stay. When a guest inquires, let them know the rules.

### **Review your reservations**

If you receive a last-minute booking request from someone in the same city as your property, you may want to follow up with them on the purpose of their stay. Many times, people may need a place while they're remodeling their house or are looking to staycation, so approach the conversation with an open mind while ensuring the traveler understands the house rules.

### **Pay attention to how you describe your properties**

We recommend avoiding describing your properties as "great for bachelor or bachelorette parties" or similar events. If you receive a large group request, you can follow up with guests to ensure that they understand your expectation around noise and events.

### **Consider a noise-monitoring device from NoiseAware**

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## Party prevention devices

There are tons of smart home tech options when it comes to monitoring short term rentals. But here's our take: The best smart home tech for party prevention is a noise monitor.

Noise monitoring systems are discreet, efficient devices built with guest privacy in mind. A noise monitoring device is not a recorder: it simply measures the decibel of sound in your home.

If sustained noise levels inside your vacation rental reach above acceptable levels, the noise monitor will let you or your manager know if something is amiss. It's an easy way to keep tabs on your guests (and keep the neighbors happy).

With technology from NoiseAware,\* you can remotely monitor your properties and respect guests' privacy. Get an exclusive discount on your sensor and monitoring subscription through our partnership with NoiseAware.

Property owners and property managers may use NoiseAware to ensure their property is being rented responsibly. The service will alert users of a nuisance noise event before it potentially annoys neighbors or leads to a party that could result in damages. Note that you must notify travelers in advance and disclose noise monitoring on your listing.

## Conclusion

It's 2023 and more and more people prefer to rent a VRBO or AirBNB when traveling than staying in a hotel or motel. La Crescent is a beautiful town that boasts about being a destination, we should make it the most inviting place we can. If homeowners don't take the noise policy seriously they won't be allowed to purchase a permit to rent their homes. Travelers spend at local small businesses, short term rentals help keep our small businesses in business as well.

Thank you so much for your considerations, I hope the city will rethink the strict guidelines that have been put in place. If we educate homeowners on how to rent their homes respectfully and educate homeowners on what to do if there is an issue we can significantly improve the outcomes.

With Care,

*Greg & Sue LaPoint*



# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:** August 8, 2023

**SUBMITTED BY:** Noel Stein

**ISSUE:** Short term Rental ordinance

**ATTACHMENTS:**

**JUSTIFICATION:** I have operated a Shortterm Rental for 2 years with no issues from tenants or neighbors

**ACTION REQUESTED:** permission to continue with Short term Rental.

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

**RECOMMENDATION:**

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# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:** 8-8-24

**SUBMITTED BY:** Dave Loberg

**ISSUE:** VRBO

**ATTACHMENTS:**

**JUSTIFICATION:** Have had the Crescent Moon for quite a few years now. Never had a problem with our guests. We shouldn't have to suffer for the

**ACTION REQUESTED:**

Misjudgements of others clients.

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

**RECOMMENDATION:**

We have alot of weekend guests that come to quilt + scrapbook. Being able to continue that would be appreciated. We are fine with establishing some rules

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# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:** 8-8-24

**SUBMITTED BY:** Stephanie + John Loberg

**ISSUE:** VRBO

> Bill Farnell  
will speak for  
our group.  
Most of us  
anyway

**ATTACHMENTS:**

**JUSTIFICATION:** It should be our right to be able to do it  
and when bad things happen you get so many chances  
and you are kicked off of it.

**ACTION REQUESTED:**

X

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

**RECOMMENDATION:**

Being able to continue to VRBO. Some Rules  
need to be established.

3-4 night minimum  
3x per month max rental  
NO Parties

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# CITY OF LA CRESCENT, MINNESOTA

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## Agenda Request Form

**DATE SUBMITTED:** 08/08/2023

**SUBMITTED BY:** Kim Siegersma

**ISSUE:** Short Term Rentals

**ATTACHMENTS:** None

**JUSTIFICATION:** Tourism

**ACTION REQUESTED:** To speak about short term rentals

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

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# CITY OF LA CRESCENT, MINNESOTA

## **Agenda Request Form**

**DATE SUBMITTED:** 08/09/23

**SUBMITTED BY:** Bill and April Farrell

**ISSUE:** Short term rental ordinance

**ATTACHMENTS:** See attached

**JUSTIFICATION:** See attached

**ACTION REQUESTED:** See attached

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

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### **Justification/Action Required**

Limiting short term rentals is misaligned with the city's goals to attract visitors to the city. The recent ordinance disenfranchises the 200m VRBO and airbnb users from coming to the city of La Crescent. One single property on shore acres brought 600 visitors to our community in a single year. 600 people to eat in our restaurants and bars. There are very few properties in the city listed on Vrbo or airbnb, which have triggered no citations and only a few complaints to the police department from a very few disenfranchised neighbors. These have been calls for things as simple as hearing the renters speaking on cell phones from the deck next door. As discussed at length at the city council meeting at the end of June, a 30 day restriction is not a short term rental. You are effectively eliminating the ability to rent short term. With so few true issues, we propose a more reasonable limit to a minimum of 4 nights/5 days, which eliminates weekend partiers. All property owners will be held to all city ordinances. 1st infraction could involve a fine as determined by the city council, second infraction a steeper fine, and 3rd infraction could result in removal of the rental owners permit. You will have a documented and verified system for dealing with potential issues.

Below are links for other towns in Minnesota who have gone through the process of developing solid short term rental ordinances with success.

[https://granicus.com/pdfs/Whitepaper\\_-\\_A-practical-guide-to-effectively-regulating-short-term-rentals-on-the-local-government-level.pdf](https://granicus.com/pdfs/Whitepaper_-_A-practical-guide-to-effectively-regulating-short-term-rentals-on-the-local-government-level.pdf)

<https://www.minnesotacvbs.com/education/macvb-toolkit/section-1-minnesota-lodging-tax/statute-469-190>  
L

<https://www.crowwing.gov/1621/Short-Term-Rental>

# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:**

8.9.23

**SUBMITTED BY:**

Amber Miller

**ISSUE:**

wishing to address the city council regarding short term rentals in La Crescent.

**ATTACHMENTS:**

**JUSTIFICATION:**

Current operator of short term rental.

**ACTION REQUESTED:**

**REVIEWED BY:**

City Clerk/ Admin.  
Finance Director

City Attorney  
Public Works

Bldg. Insp.  
City Engineer

**RECOMMENDATION:**

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# CITY OF LA CRESCENT, MINNESOTA

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## Agenda Request Form

**DATE SUBMITTED:** 8/10/2023

**SUBMITTED BY:** Gene Schellhorn, Property Owner: 710 Shore Acres, La Crescent, MN 55947

**ISSUE:** Changes to Short Term Rental property policy.

**ATTACHMENTS:** Letter to Council & 710 Shore Acres Rental Contract and Guest Rules

**JUSTIFICATION:** Please see attached documents

**ACTION REQUESTED:** Removal, or Amendment of the proposed "30-Day Minimum" stay requirement for Short Term rental properties in La Crescent, MN. Reinstatement to a 1 day, or greater, requirement to allow for short term rental properties.

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

**RECOMMENDATION:**

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Dear Council Members,

Regarding the newly proposed limitation on short term rentals no longer being allowed to have guests stay less than 30 days, I would like to share my concerns, perspective and request reconsideration to this proposal.

I own the property at 710 Shore Acres, La Crescent, MN. We purchased the property in May of 2018 and use the property as a second home, but in 2019, we decided to open our home to guests. This was an opportunity for my family, friends and guests to vacation and enjoy the home as a Short-Term Rental (STR), as much as my family has enjoy it. The property is the longest standing Short-Term Rental on the Mississippi in the La Crescent/La Crosse area and we have met many families that have made our home an annual fixture in their summer holiday schedule. In 2019, I proactively reached out to La Crescent to ensure all rules and regulations for STR's were adhered to and in compliance. I was given approval to proceed, so we did. Since then, we have continued to make small adjustments to go above and beyond any stated requirements to continue operating a good business.

Property Details and Guest Contract Details: [Private Waterfront Home: 4 Mi to Downtown La Crosse! - Vacation Home in La Crescent \(riverfrontvacationrentals.com\)](https://www.riverfrontvacationrentals.com/private-waterfront-home-4-mi-to-downtown-la-crosse/)

To provide some general insight into the guest that are staying at our property and why they chose a STR. (This does not include my personal use or my family's use of the property)

- 60% - Multi generational single families, generally on their planned summer holiday.
- 30% - "Over 35" adult groups attending events, festivals, graduations, weddings, or school related activities with children.
- 8% - Multi generational small family gatherings to host holidays, birthdays, or reunions.
- 2% - "Under 35" adult groups getting together for events, festivals, or weddings.

So why do people choose a Short-Term rental (STR)?

There is one main reasons:

1. Vast majority of guests are families and people want to be together, have their own dedicated place to relax, and not be split in multiple hotel rooms.

Why are Short Term rentals beneficial to La Crescent?

Since starting in 2019, we have established a very good reputation as a very well managed and maintained STR. Thus, we have a consistent following of repeat families & guests that come back every year, but we do have new guests that are drawn to the area and our property.

According to the US Travel & Tourism Statistics 2022, the breakdown of a vacation cost is:

1. Transportation – 38.5%
2. Food / Entertainment – 35.6%
3. Lodging - 25.8%

Using these percentages and **only** calculating the Food/Entertainment 35.6% - **La Crescent benefits \$110,387/year in local business spending from the guests at 710 Shore Acres.** We actively promote local business such as Corkey's for pizza, Quillins for groceries, ACE hardware for grilling supplies, Sports

Hub, Swing Bridge & TimeOut for a beverage & burger. (I didn't include either Kwik Trip or Pump 4 Less for fuel since that would fall under Transportation.)

Also – In addition to paying State & Local taxes, there is an additional local "Hotel Tax" of 7% that is paid annually as well for STR business. This revenue is not reflected in the number above.

### Employment

Our STR has provided stable employment for 2 different cleaning teams and 1 groundskeeper since mid-2019. Also, occasional handyman services from local provider as needed.

## **In Summary**

If the regulation for STR requires a minimum stay of 30 days, it will virtually eliminate all Short-Term Rental business. Platforms such as AirBnB, VRBO, HomeAway, etc. will no longer exist in this area. The 14 other properties I found listed in La Crescent will likely shut down as well. I will be forced to terminate the employees I've provided jobs for since 2019, as will many other STR hosts. Guests and their money will simply go to STR's in La Crosse.

**Considering the impact of my property, a conservative estimate of the revenue loss from La Crescent's 14 STR's would likely range from 720K-940K/annually for local businesses and city.**

Also, any guest staying more than 30 days have "Guest Rights" and these regulations lead to problems with 'squatters.' All major STR platforms strongly discourage allowing guests to stay over 30 days for this exact reason.

Thank you for hearing my concerns and perspective. I hope to hear that there is reconsideration of the 30 Day Minimum and that I can continue bringing guests to La Crescent to enjoy our community.

Best Regards,

Gene Schellhorn - Owner

(319)-215-7590

## **House Link with Details & Guest Reviews:**

[Private Waterfront Home: 4 Mi to Downtown La Crosse! - Vacation Home in La Crescent \(riverfrontvacationrentals.com\)](http://riverfrontvacationrentals.com)

## **Check in instructions (abbreviated):**

### Check-In Instructions:

- Check in after 3:00 PM
- The home is accessible via keyless entry - Code is \*\*\*\* checkmark
- Entry is through the front door. All access to the garage will remain locked
- Please inform the Guest Contact of any problems or concerns upon arrival, so we can work to address these immediately.

### PARKING:

- 4 vehicles can be parked in the driveway
- Additional parking is available on gravel across the road.
- Do not park on the yard or anywhere on the street that might impede the ability of neighbors to park/come and go.

### Check-Out Instructions:

- Check out before 10:00 AM
- Prior to your departure, please tidy up the home by doing the following:
  - Take out trash - recycling is encouraged
  - Load and start the dishwasher
  - Remove all perishable items
  - Strip linens from all used beds excluding comforters and mattress liners unless soiled
  - Place all used linens and towels in a pile in laundry room
  - Turn off all lights, electronics and appliances
  - Empty coffee maker and clean coffee pot
  - Close and lock all windows and doors
- Additional fees will be imposed if the home is found in an unsatisfactory condition, so please return it to the condition in which you found it

### House Rules:

- Must be at least 25 years old to book
- No smoking indoors
- Please report any damages that occur
- No unregistered guests
- No events, parties, or large gatherings
- Please respect the neighbors. No outdoor loud noise after 10:00 PM
- Pet friendly, must adhere to pet policy. Please do not allow pets on furniture including beds and couches. Property owners have the right to charge credit card for any extra costs in cleaning and damages relating but not limited to chewing, clawing, or bathroom accidents.

- NOTE: Your safety matters. There is a doorbell security camera, located next to the front door facing out. It does not look into any interior spaces.
- The property does not have a fence between the yard and river.

## **Guest Reviews**

PAMELA (US)

★★★★★

**One Word, AMAZING. The property was pristine.**

One Word, AMAZING. The property was pristine. The location both in regards to the river and walking/biking trails and proximity to restaurants/groceries/things to do in LaCrosse/LaCrescent was perfect. But there are so many amenities on the property, you may not need to even leave. I grew up in LaCrosse and was at a family gathering. We hope to make this a annual visit to this property. WELL worth every dime.

Group | stayed on 2023-06

DEAN (US)

★★★★★

**Great place to stay for our annual Ryder Cup Cornhole trip**

Great place to stay for our annual Ryder Cup Cornhole trip

Group | stayed on 2023-04

AMY (US)

★★★★★

**Great time there during our annual fishing trip!**

Laura was very nice and responsive. Our group had a great time there during our annual fishing trip! Plenty of room for all of us! Thanks Laura!

Group | stayed on 2022-02

JUDY R.

★★★★★

### **College Friends for 50 + years**

We just wanted to send you a note of thanks. Our mutual 75th Birthday Celebration was awesome!! The property certainly met our needs and then some! We have some great cooks among us and they were pleased to find a generous supply of bake ware, cookware, dishes and utensils to use to prepare their meals. We also were blessed with beautiful weather for the first week in November. We were able to make good use of the deck and enjoy the scene of the Mississippi River.

Thank you Judy! Your group was wonderful to host and we hope to see you again soon!

Laura S (11/8/2022 2:18:33 AM)

Mature couple | stayed on 2022-11

TINA Z.

★★★★★

### **House was comfortable. Exactly as lusted**

Winter on the Mississippi River was beautiful. We enjoyed eagle watching. The house was clean and the open concept worked wonderful for our family gathering

Group | stayed on 2022-01

KASEY

★★★★★

### **Such a lovely spot on the Mississippi River.**

Such a lovely spot on the Mississippi River. Great house, peaceful area. Good fishing. We had a great time and are already talking about coming back. So many memories made this week. Thank you!

Group | stayed on 2020-06

JAKE

★★★★★

**Second time staying at this amazing place.**

Second time staying at this amazing place. Can't beat the access to the river. Hope to come back again!

Group | stayed on 2022-05

AMELIA

★★★★★

**Our board retreat was top notch thanks to this relaxed and elegant location.**

Our board retreat was top notch thanks to this relaxed and elegant location. We even had a yoga instructor lead a class for us on the deck overlooking the river.

Group | stayed on 2021-10



Parking - 8



**From:** John hagen <johnhcamaro@gmail.com>  
**Sent:** Sunday, August 6, 2023 11:35 AM  
**To:** Cherryl Jostad <cjostad@cityoflacscent-mn.gov>  
**Subject:** 30 day rentals

I would like to see the city maintain the 30 day minimum for VRBO etc. rentals in residential areas. This I believe will help solve some of the problems related to short term rentals.

Best Regards

John hagen

412 Backstretch Ct.



**From:** Teri Wildt <teri.wildt@gmail.com>

**Sent:** Sunday, August 6, 2023 2:23 PM

**To:** Teresa O'Donnell <todonnell@cityoflacscent-mn.gov>; Cherryl Jostad <cjostad@cityoflacscent-mn.gov>; Dale Williams <dwilliams@cityoflacscent-mn.gov>; Mike Poellinger <mpoellinger@cityoflacscent-mn.gov>; Ryan Hutchinson <RHutchinson@cityoflacscent-mn.gov>

**Subject:** Comments RE: Minimum Rental Period for Short-Term Rentals

Good morning. We would like to endorse the 30-day minimum rental period for short-term (e.g., AirBnB) rentals. We believe this to be a good compromise, allowing homeowners to generate income while providing some safeguards for neighbors. It has been our experience that the 30 – 120+ day housing market is underserved. Few landlords offer month-to-month leases until a tenant has completed a one year lease. People moving to the area from across the country, those on short-term work assignments, and residents who sell their homes and are building new or are undecided about future plans would all benefit from additional month-to-month options.

We are a small community and the city's capacity to actively monitor and respond to complaints regarding short-term rentals is limited. A 30-day minimum rental period would reduce that burden as well.

We appreciate your consideration.

Teri Wildt & Mitchell Rader  
809 Bridle Lane

# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:** 8-9-2023

**SUBMITTED BY:** Jeff Hoffmiller

**ISSUE:** Short term Rentals

**ATTACHMENTS:**

**JUSTIFICATION:**

**ACTION REQUESTED:** I do not want short term rentals

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

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## Bill Waller

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**From:** Sherry Benish <sherylbenish@gmail.com>  
**Sent:** Wednesday, August 9, 2023 7:15 PM  
**To:** Mike Poellinger; Bill Waller; Cherryl Jostad; Ryan Hutchinson; Teresa O'Donnell; Dale Williams  
**Subject:** Short-term Rental Ordinance

8/9/23

La Crescent Mayor, City Council Members, City Administrator and Building and City Attorney,

The last email we sent to you expressed concern over short-term rentals in the twin-homes located in Horse Track Meadows. An Ordinance was passed with a 30 day minimum stay for short-term rentals. That ordinance has now been challenged.

After researching, we realize that the issues with short-term rentals are not only a twin-home problem.

We are certain you have all been doing research about short-term rentals and the negative effects they can have on residential neighborhoods.

Some of the possible disadvantages of short-term rentals in a residential neighborhood that we found:

- \*Guests are not a part of your neighborhood, so they may not feel bound by the rules of polite co-existence, therefore, they may affect the quality of life for permanent residents
- \*Short-term rentals lack the sort of staff and management that hotels offer.
- \*The owners of the property are off-site and/or anonymous.
- \*Properties used for short term rentals may diminish the housing supply for other people who may want to buy a home in the neighborhood.
- \*Buyers may not want to buy a home located next door or in the same neighborhood as short-term rentals.
- \*Owners do not live in the home, therefore do not keep up with the lawn care, etc.

The dozens of guests that have been staying two doors down from us are strangers. They have not been vetted and make us feel unsafe in our home and neighborhood.

Cities all over the U.S. have come up with ways to regulate short-term rentals. Some cities have neighborhoods that do not permit short-term rentals at all.

We are asking the City Council to stay with the new Ordinance that limits short-term rentals to 30 days. This has been working out well in our neighborhood. The owner of the short-term rental property has also been setting clear rules to renters about parking, noise and number of guests. This has eliminated many problems.

Please leave the Ordinance as is, at least until both sides of the issue can come up with a reasonable compromise and the city has the resources to regulate the ordinance and all of its components.

Thank you for addressing this issue.

Sincerely,  
Jerry & Sherry Benish  
821 Bridle Lane  
La Crescent, MN 55947

# CITY OF LA CRESCENT, MINNESOTA

## Agenda Request Form

**DATE SUBMITTED:** Aug 11

**SUBMITTED BY:** Ross Martin

**ISSUE:** 30 day short-term rentals

**ATTACHMENTS:**

**JUSTIFICATION:**

Line across the street from Airbnb

**ACTION REQUESTED:**

Speak

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

**RECOMMENDATION:**

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



# CITY OF LA CRESCENT

## Department of Police

Chief Luke M. Ahlschlager



August 9, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Concerns and Contention Regarding Short-Term Rental Homes in La Crescent, MN

I hope this letter finds all of you well. As the Chief of Police of La Crescent, I am writing to address a matter of growing concern and contention within our community: regulating short-term rental homes. I am aware the short-term rental ordinance is up for reconsideration and potential modification. While we recognize the positive economic impact that tourism and short-term rentals can have on our city, we have observed an increase in various issues associated with these properties that requires attention. Some of the issues have either been reported directly to the city police department, city administration or to the city council.

**Public Safety Concerns:** Over the past year, we have had exactly five police calls related to one short-term rental home. These incidents range from noise complaints and disturbances. The transient nature of the occupants can make it challenging for our officers to establish strong relationships with those staying in these properties and can hinder our ability to address and prevent potential issues.

**Decline in Community Cohesion:** The presence of multiple short-term rentals in residential neighborhoods may alter the fabric of our communities. Residents, who were once familiar with their neighbors, are now faced with a constant influx of unfamiliar faces. This change could lead to a decline in community cohesion, and it may make it difficult to identify and address any suspicious activities that may arise.

**Strain on Law Enforcement Resources:** At this time there we have not yet seen a strain on our resources but a rise in police calls related to short-term rentals would place an additional burden on our already-stretched law enforcement resources. We would be forced to divert personnel from other critical duties to address the rising number of incidents tied to these properties, affecting our ability to maintain the overall safety and well-being of the city.

# CITY OF LA CRESCENT

## Department of Police

Chief Luke M. Ahlschlager

I humbly request that the City Council consider taking the following actions:

**Establishing Clear Regulations:** Implement clear and comprehensive regulations for short-term rental properties, including licensing requirements, safety standards, occupancy limits, and noise regulations. These regulations should prioritize the well-being of both residents and visitors.

**Strengthening Enforcement Mechanisms:** Allocate additional resources to enforce the regulations and address non-compliance promptly. This may include fines or penalties for property owners who do not adhere to the established guidelines.

**Community Engagement:** Encourage dialogue between residents, property owners, and local authorities to foster better understanding and cooperation. This can contribute to creating a more cohesive and harmonious community.

**Data Collection and Analysis:** Gather data on the impact of short-term rental properties, including crime statistics, to better understand their effects on public safety and local neighborhoods. This information will assist in making informed policy decisions.

As we work towards finding the right balance between supporting tourism and preserving the safety and harmony of our city, I am confident that the City Council's leadership and proactive approach will yield positive outcomes for all stakeholders involved.

Thank you for your time and attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me directly.

Sincerely,



Luke Ahlschlager

Chief of Police



ORDINANCE NO. \_\_\_\_\_

LODGING TAX

The City Council of La Crescent ordains:

Ordinance No. 534 adopted on June 10, 2019 and titled "LODGING TAX" is amended to read:

**SECTION 1. Definitions:** Unless the language or context clearly indicates that a different meaning is intended, the following words, for the purpose of this ordinance, shall have the following meanings and inclusions:

1. "City" means the City of La Crescent, Minnesota, acting by or through its duly authorized representative.

2. "Lodging" ~~means the furnishing for a consideration of lodging at a hotel, motel, rooming house, tourist court, municipal campground, resort or bed and breakfast, other than the renting or leasing of it for a continuous period of 30 days or more.~~ means the furnishing for a consideration of lodging at a hotel or motel.

3. "Operator" means any person who has charge, care, or control of a building in the City, or part thereof, in which dwelling units or rooming units are let.

4. "Person" includes all firms, partnerships, associations, corporations, and natural persons.

5. "Rent" means the total consideration valued in money charged for lodging whether paid in money or otherwise, but shall not include any charges for services rendered in connection with furnishing lodging other than the room charge itself.

6. "Lodger" means the person obtaining lodging from an operator.

**SECTION 2. Imposition of Tax.** Pursuant to Minnesota Statutes, Chapter 469.190 and provisions of Laws 2019, Chapter 6, Article 6, Section 21, there is hereby imposed a tax of five percent (5%) on the rent charged by an operator for providing lodging to any person. The tax shall be stated and charged separately and shall be collected by the operator from the lodger. The tax collected by the operator shall be a debt owed by the operator to the City and shall be extinguished only by payment to the City. In no case shall the tax imposed by this section upon an operator exceed the amount of tax which the operator is authorized and required by this ordinance to collect from a lodger.

**SECTION 3. Collections.** Each operator shall collect the tax imposed by this section at the time the rent is paid. The tax collection shall be deemed to be held in trust by the operator for the City. The amount of tax shall be separately stated from the rent charged for the lodging and those persons paying the tax shall receive a receipt of payment from the operator.

**SECTION 4. Exemptions.** An exemption shall be granted to any person as to whom or whose occupancy it is beyond the power of the City to tax. No exemption shall be granted except upon a claim therefore made at the time the rent is collected and such a claim shall be made in writing and under penalty of perjury on forms provided by the City. All such claims shall be forwarded to the City when the returns and collections are submitted as required by this Chapter.

**SECTION 5. Advertising No Tax.** It shall be unlawful for any operator to advertise or hold out or state to the public or any customer, directly or indirectly, that the tax or any part hereof will be assumed or absorbed by the operator, or that it will not be added to the rent or that, if added, it or any part thereof will be refunded. In computing the tax to be collected, amounts of tax less than one cent shall be considered an additional cent.

**SECTION 6. Payments and Returns.** The taxes imposed by this ordinance shall be paid by the operator to the City monthly not later than twenty (20) days after the end of the month in which the taxes were collected. At the time of payment, the operator shall submit a return upon such forms and continuing such information as the City may require. The return shall contain the following minimum information:

- a. The total amount of rent collected for lodging during the period covered by the return.
- b. The amount of tax required to be collected and due for the period.
- c. The signature of the person filing the return or that of his agent duly authorized in writing.
- d. The period covered by the return.
- e. The amount of uncollectible rental charges subject to the lodging tax.

The operator may offset against the taxes payable with respect to any reporting period, the amount of taxes imposed by this ordinance previously paid as a result of any transaction the consideration for which became uncollectible.

**SECTION 7. Examination of Return, Adjustments, Notices, and Demands.** The City shall, after a return is filed, examine the same and make any investigation or examination of the records and accounts of the person making the return deemed necessary for determining its correctness. The tax computed on the basis of such examination shall be the tax to be paid. If the tax due is found to be greater than that paid, such excess shall be paid to the City within ten days after receipt of a notice thereof given either personally or sent by registered mail to the address shown on the return. If the tax paid is greater than the tax found to be due, the excess shall be refunded to the person who paid the tax to the City within ten (10) days after determination of such refund.

**SECTION 8. Refunds.** Any person may apply to the City for a refund of taxes paid for a prescribed period in excess of the amount legally due for that period, provided that no application for refund shall be considered unless filed within one (1) year after such tax was



paid, or within one (1) year from the filing of the return, whichever period is the longer. The City shall examine the claim and make and file written findings whereon denying or allowing the claim in whole or in part and shall mail a notice thereof by registered mail to such person at the address stated upon the return. If such claim is allowed in whole or in part, the City shall credit the amount of the allowance against any taxes due under this ordinance from the claimant and the balance of said allowance, if any, shall be paid by the City to the claimant.

#### **SECTION 9. Failure to File a Return.**

**Subd. 1.** If any operator required by this ordinance to file a return shall fail to do so within the time prescribed or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within ten (10) days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such person shall fail to file such return or corrected return, the City shall make a return or corrected return for such person based upon such knowledge and information as the City can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid within ten (10) days of the receipt of written notice and demand for such payment. Any such return or assessment made by the City shall be prima facie correct and valid, and the burden of proving to the contrary rests with any person in any action or proceeding in respect thereto.

**Subd. 2.** If any portion of a tax imposed by this ordinance, including penalties thereon, is not paid within thirty (30) days after it is required to be paid, the City may institute such legal action as may be necessary to cover the amount due plus interest, penalties, the costs and disbursements of any action.

**Subd. 3.** Upon a showing of good cause, the City may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this ordinance provided that interest during such period of extension shall be added to the taxes due at the rate of eight (8) percent per annum.

#### **SECTION 10. Penalties.**

**Subd. 1.** If any tax imposed by this ordinance is not paid within the time herein specified for the payment, or an extension thereof, there shall be added thereto a specific penalty equal to ten (10) percent of the amount remaining unpaid.

**Subd. 2.** In case of any failure to make and file a return within the time prescribed by this ordinance, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition the penalty provided in Subdivision 1 above, a penalty of five (5) percent for each thirty (30) day period or fraction thereof during which such failure continues, not exceeding twenty-five (25) percent in the aggregate. There shall be a minimum penalty assessed of ten (10) dollars if penalties in the aggregate do not exceed that amount. The amount so added to any tax shall be collected at the same time and in the same manner and as part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.



**Subd. 3.** If any person willfully fails to file any return or makes any payment required by this ordinance, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such tax or payment thereof, there shall also be imposed as a penalty an amount equal to fifty (50) percent of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this section shall be collected as part of the tax and shall be in addition to any other penalties provided by this ordinance.

**Subd. 4.** All payments received shall be credited first to penalties, next to interest, and then to the tax due.

**Subd. 5.** The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the rate of eight (8) percent per annum from the time such tax should have been paid until payment is made. Any interest and penalty shall be added to the tax and be collected as part thereof.

**SECTION 11. Administration of Tax.** The City shall administer and enforce the assessment and collection of the taxes imposed by this ordinance. The City shall cause to be prepared blank forms for the returns and other documents required by this ordinance and shall distribute the same throughout the City. Failure to receive or secure such forms and documents shall not relieve any person from any obligation required of him under this ordinance.

**SECTION 12. Examine Records.** Persons acting on behalf of the City and authorized in writing by the City may examine the books, papers, and records of any operator in order to verify the accuracy of any return made, or if no return was made, to ascertain the tax as provided in this ordinance. Every such operator is directed and required to give to the City the means, facilities, and opportunity for such examinations and investigations as are hereby authorized.

**SECTION 13. Violations.** Any person who shall willfully fail to make a return by this ordinance, or who shall fail to pay the tax after written demand for payment, or who shall fail to remit the taxes collected or any penalty or interest imposed by this ordinance after written demand for such payment, or who shall refuse to permit the City's authorized agents to examine the books, records, and papers under his control, or who shall willfully make any incomplete, false, or fraudulent return shall be guilty of a misdemeanor.

**SECTION 14. Use of Proceeds.** Ninety-five (95) percent of the proceeds obtained from the collection of taxes pursuant to Minnesota Statutes Section 469.190 and provisions of Laws 2019, Chapter 6, Article 6, Section 21 as may be amended from time to time to fund a local convention or tourism bureau for the purpose of marketing and promoting the City of La Crescent. The City may use up to five (5) percent of the proceeds obtained hereunder to defray the costs and expenses of collection and administration of such tax.

**SECTION 15. Appeals.**

**Subd. 1.** Any operator aggrieved by any notice, order, or determination made by the City under this ordinance may file a petition for review of such notice, order, or determination. The

petition shall contain the name of petitioner, the petitioner's address, and the location of the lodging subject to the notice, order, or determination.

**Subd. 2.** The petition for review shall be filed with the City within ten (10) days after the notice, order, or determination for which review is sought has been mailed to or served upon the person requesting review.

**Subd. 3.** Upon receipt of the petition, the City Administrator/Clerk shall set a date for a hearing and give the petitioner at least ten (10) days prior written notice of the date, time, and place of the hearing.

**Subd. 4.** At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order, or determination should be modified or withdrawn.

**Subd. 5.** The hearing shall be conducted by the City Administrator/Clerk or his authorized agent, and he shall make written findings of fact and conclusions based upon the applicable section of this ordinance and the evidence presented. The person conducting the hearing may affirm, reverse, or modify the notice, order or determination made by the City.

**Subd. 6.** Any decision rendered by the City pursuant to this section may be appealed to the City Council. A petitioner seeking to appeal a decision must file a written notice of appeal with the City within ten (10) days after the decision has been mailed to the petitioner.

The matter will thereupon be placed on the Council agenda as soon as is practical. The Council shall then review the findings of fact and conclusions to determine whether they were correct. Upon a determination by the Council that the findings and conclusions were incorrect, the Council may modify, reverse, or affirm the decision of the City Administrator/Clerk or authorized agent under the same standards as set forth in Section.

**SECTION 16. Repeal.** Ordinance No. 534, an ordinance providing for lodging tax dated June 10, 2019 is hereby repealed upon this ordinance becoming effective.

**SECTION 17.** This ordinance shall become effective from and after its passage and publication.

The foregoing ordinance was duly passed and adopted by the Council of the City of La Crescent, Minnesota at its regular meeting on \_\_\_\_\_, 2023.

SIGNED:

ATTEST:

\_\_\_\_\_  
Mayor

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



ORDINANCE NO. ~~567~~ \_\_\_\_\_

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

Ordinance No. 567 adopted on May 22, 2023 and titled "AN ORDINANCE OF THE CITY OF  
LA CRESCENT REGULATING SHORT TERM RENTALS IN THE CITY OF LA  
CRESCENT, MINNESOTA" is amended to read as follows:

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 residential 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 that is a legally conforming parking space intended for the use of 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 a period of at least

thirty (30) consecutive days, but no more than ninety (90) consecutive days. The rental or lease of a dwelling unit for less than thirty (30) consecutive days is prohibited in all residential districts.

Short-term rental permitlicense: The permit-license 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-LICENSE REQUIRED

No property, structure or dwelling may be used as a Short-Term Rental unless an application is submitted, and a license is first granted by the City. Short-Term Rentals located within the Central Business District shall not be subject to the restrictions of this Ordinance except with respect to the registered agent and Short-Term tax requirements as contained herein. The License shall be entered on a short-term rental registry. 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 permitlicense. The application shall be submitted by the owner. The licensepermit-application shall be on a form prescribed by the City and include all required information.

Criteria for Issuance. Prior to issuance of a Short-Term Rental License hereunder, the applicant shall ensure and the Building Official, or if requested by the Building Official, City Council, the following criteria are met:

a. The licensee accurately certifies on the application form that all applicable items found in this Section are satisfied. In addition, the certification shall constitute an ongoing assurance of compliance herewith. Such items shall include, but not be limited to, the following:

i. Short Term Rentals are a permitted use in the zoning district of the subject property;

ii. The Proposed Short-Term Rental complies with all of the performance standards, and definitional requirements found in this Ordinance;

iii. A policy number for a valid, in-force liability insurance policy is provided to the City;

iv. That all garbage and rubbish are stored in compliance with City's Solid Waste Ordinance;

v. Compliance with all applicable provisions of the City Code;



vi. Compliance with any special conditions established in the license.

vii. The Dwelling must be materially used for its owner's enjoyment-which shall mean to state the owner shall accurately certify and document to the City annually that the Dwelling has been physically inhabited by the owner for more days and nights than it has been rented.

viii. Short-Term Rental Tax.

a. Minnesota Sales Tax under Minnesota Statutes, section 297A.61

1. Short-Term Rentals must charge sales tax on lodging.

b. City of La Crescent Lodging Tax Ordinance No. \_\_\_\_\_

1. Properties in the City of La Crescent who rent Short-Term Rentals are required by law to comply with the City of La Crescent's Lodging Tax Ordinance.

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

Number of Bedrooms. Each license shall indicate the number of bedrooms which are contained in the dwelling. No license shall advertise the dwelling as containing any more than the identified number of bedrooms. The number of bedrooms, as indicated on the license, shall be used for all calculations required herein.

Issuance of Short-Term Rental LicensePermit:

1. If the Building Official determines that an applicant has met the requirements for issuance of a short-term rental licensepermit, the Building Official shall issue the applicant a short-term rental licensepermit.
2. If the Building Official determines that an applicant has not met the requirements for issuance of a short-term rental licensepermit, 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 license permit-will be issued; or (ii) direct the Building Official to issue the applicant a short-term rental licensepermit.

Expiration of LicensePermit: Except as otherwise provided in this Section, all short-term rental licensespermits shall expire annually on December 31 of each year unless suspended or revoked earlier. Licenses granted hereunder constitute a revocable, limited right. Nothing herein shall be construed as granting a vested property right. No party shall have any expectancy of reissuance of any license after its annual expiration.

Renewal of LicensePermit: Applications for renewal of an existing short-term rental license permit-shall be made at least thirty (30) days prior to the expiration of the current short-term



rental ~~license~~ 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.

License Permit Not Transferable: No short-term rental ~~license permit~~ shall be transferable to another person or to another dwelling unit. Every person holding a short-term rental ~~license 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 ~~license 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 ~~license 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 License Permit: Any applicant aggrieved by the denial of a short-term rental ~~license permit~~, or the non-renewal of an existing ~~license 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 ten (10) 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, licensespermits issued by the City, and the laws of the State of Minnesota.

Rental Limit: No dwelling unit shall be rented for a period of less than thirty (30) consecutive days.

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.

## 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 license permit may be revoked, suspended, or not renewed. An action to revoke, suspend, or not renew a license permit under this Article VI shall be initiated by the Building Official in the manner described below.

VII. PERMIT-LICENSE SUSPENSION OR REVOCATION:

Procedure:

1. Every short-term rental ~~license 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 ~~license permit~~ to the City Administrator. The City Administrator shall review the recommendation and the reasons supporting the recommendation and may suspend or revoke the ~~license 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 ~~license 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 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 ten(10) days prior to the date set for hearing.

Effect of Suspension or Revocation: If a short-term rental ~~license 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 ~~license permit~~ is restored by the City.

Effect of Revocation: No person who has had a ~~license permit~~ revoked under this Section shall be issued a short term rental ~~license 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 ~~license 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. ~~567-~~\_\_\_\_\_ or contact City Hall.

- No owner shall undertake the short-term rental of any dwelling unit without a City ~~license 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.

#### XII. EFFECTIVE

Ordinance No. 567, an ordinance providing for short-term rentals dated May 22, 2023 is hereby repealed upon this ordinance becoming effective. These provisions shall become effective from and after due passage and enactment, and publication, according to law.

PASSED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

---

City Administrator




#3.2



## MEMORANDUM

TO: Mayor, City Council

FROM: Larry Kirch, Community Development Director 

DATE: August 14, 2023

SUBJECT: University of Minnesota Resilient Communities Program – Overlook Plaza Indigenous History Project – Letter of Understanding

---

Attached for your consideration are two (2) Letters of Understanding between the City and the University of Minnesota's Resilient Communities Program (RCP). This was previously before the Council on May 8, 2023. The city submitted an application to the RCP which was approved for two projects. The program matches a graduate level class with the city's project to create a recognition project at Overlook Plaza. The first Letter of Understanding covers the indigenous history portion of the Overlook Plaza project to better document the indigenous history in the City and SE Minnesota. The second Letter of Understanding is for a design class with a landscape architecture class. The landscape architecture class would take the information and input from the first indigenous history class and translate that into conceptual designs for incorporating indigenous history into the design of Overlook Plaza. The fee for the University of Minnesota Program is \$6,000. The city is required to match the Blandin Foundation Grant at \$20,000 and the expenses for both projects will cover a portion of the city's required match.

The Mayor would be the signatory on the Letters of Understanding,

CITY OF LA CRESCENT  
315 Main Street  
P.O. BOX 142  
La Crescent, MN 55947  
P: (507) 895-2595  
[cityoflacrecent-mn.gov](http://cityoflacrecent-mn.gov)



# UNIVERSITY OF MINNESOTA

## LETTER OF UNDERSTANDING

between

THE CITY OF LA CRESCENT (Sponsor)

and the

REGENTS OF THE UNIVERSITY OF MINNESOTA (University)

Sponsor is pleased to offer funding under the terms of the attached proposal and this Letter of Understanding for the following project, as described in the attached proposal, Appendix A:

**Project Title:** RCP: La Crescent Indigenous History Project—Overlook Plaza

**Principal Investigator:** Michael Greco, an employee of the University

**Project Period:** August 15, 2023 – August 31, 2026

May be continued with or without additional funds only by written amendment to this Letter of Understanding.

**Award Amount:** Six Thousand and 00/100 dollars (\$6,000), payable upon condition that the University, through its Resilient Communities Project ("RCP") program, successfully matches the project with one (1) or more University of Minnesota academic courses, student teams, or individual student researchers to undertake said project.

Sponsor authorizes funds to be used for reasonable project-related expenses, including purchase of food and beverages. Additional costs incurred for matches with academic courses, student teams, or individual students may be charged to Sponsor only upon written Amendment to this Letter of Understanding.

**Payment Schedule:** The Award Amount shall be paid in accordance with the following schedule:

- No later than October 15, if project is successfully matched during the University's Fall academic term;
- No later than March 1, if project is initially matched during the University's Spring academic term; or
- No later than June 15, if project is initially matched during the University's Summer academic term.

**Deliverables:** A final report from the Principal Investigator is due within 30 days of the end of the Project Period.

**Publications:** Sponsor recognizes that under University policy the results of the Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national or regional professional meetings and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project. University shall have the final

authority to determine the scope and content of any publication.

Developments: All rights and title to developments under this Project shall be provided under a Creative Commons Attribution-NonCommercial 3.0 license (<http://creativecommons.org/licenses/by-nc/3.0/>).

Miscellaneous:

University makes no warranties with respect to the outcome of research to be conducted. The internal laws of the state of Minnesota shall govern this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to this Agreement shall be in the courts of Hennepin County, Minnesota. University is not liable for special, incidental, consequential, indirect, or expectancy damages of any kind, including, by way of example and without limitation lost profits or loss of business opportunity.

Please indicate your agreement with the above terms and conditions. This Letter of Understanding shall not be valid until fully executed by all parties.

Mike Poellinger  
Mayor  
City of La Crescent, MN

  
Director/Associate Director  
Sponsored Projects Administration  
Regents of the University of Minnesota

By: \_\_\_\_\_

By: Patrick Donnell

Print Name: \_\_\_\_\_

Print Name: Patrick Donnell

Print Title: \_\_\_\_\_

Print Title: Principal Grants and Contracts Officer

Date: \_\_\_\_\_

Date: 7/26/2023

Attachments:

- Appendix A: Proposal

## Appendix A: Proposal

### Recitals:

- (a) On an annual basis, the University selects one or more communities in Minnesota with which to develop a partnership through the Resilient Communities Project ("RCP") program. Through collaboration with each selected community, RCP seeks to promote research, education, service, and public outreach related to the development of livable, sustainable, and resilient communities.
- (b) RCP is a collaboration of faculty and students at the University of Minnesota from multiple academic disciplines, including but not limited to architecture, landscape architecture, civil engineering, forestry, business, journalism and mass communication, public policy, urban planning, and law. Focused on enhanced student learning through an examination of the real-world issues facing local government agencies, the program is funded by the University of Minnesota's Center for Urban and Regional Affairs (CURA) and a financial contribution from each selected community.
- (c) For the 2023–2026 academic years, the University has selected THE CITY OF LA CRESCENT ("Sponsor") for participation in the RCP program.
- (d) Sponsor expects and is prepared to dedicate staff time and resources for Project to be undertaken pursuant to this Letter of Understanding.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### Section 1: Duties of the Sponsor.

Sponsor shall collaborate with University, through its RCP program, to specify one (1) scope for each Project match with a University course, student team, or individual student, as described in Section 3. Sponsor shall designate one (1) staff person as Project Lead, to serve as the primary point of contact for University students, faculty, and staff participating in the Project. Sponsor shall provide relevant information in support of the Project, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. Sponsor shall host student field trips and/or site visits in the community as needed, in an effort to establish context for Project. Sponsor shall participate in an RCP orientation session, and attend Project-related classroom presentations, planning meetings, mid-course reviews of student progress, and final student presentations. Sponsor shall plan, organize, and host stakeholder and public engagement activities as necessary in support of Project.

Sponsor shall not be responsible to provide the University any labor, materials, supplies, equipment, office space, shop space, or other things necessary for the performance of the Work described in each Scope of Work, except as otherwise expressly provided therein.

### Section 2: Duties of the University.

The University, through its RCP program, shall recruit University faculty, students, and staff to collaborate on the Project with Sponsor, and coordinate their participation by facilitating development of a Scope of Work, as described in Section 3; identifying and coordinating delivery of data and background information for Projects; maintaining a Basecamp project management system to facilitate communication about the Project; planning and staffing campus and community events related to the Project; promoting the Project and related activities through social and earned media;

and troubleshooting the Project as needed.

The University, through its RCP program, shall, consistent with the Scope of Work, as described in Section 3, prepare and provide final reports, presentations, and other student-generated materials in electronic and paper format. The final reports shall present a summary of coursework, key findings, and recommendations for Project. The final report for Project shall include public policy ideas and concepts related to community planning, civic engagement, social equity, economic development, environmental stewardship, and other activities as appropriate to each Scope of Work.

### **Section 3: Scopes of Work.**

The Scopes of Work created by Sponsor and the University for Project shall: include a description of the Project; identify Project goals and objectives; establish a timeline and major milestones for the Project; identify proposed Project deliverables; and include Sponsor and University participant contact information. The obligations defined and described in the Scopes of Work shall herein be referred to as "Work."

If acceptable to Sponsor and the University, each Scope of Work shall be signed by an authorized representative of each party. Each Scope of Work may be amended in writing by each party's authorized representative. The authorized representative for Sponsor is Larry Kirch, who serves as Community Development Director for Sponsor, or other such individual as they may designate in writing. The authorized representative for RCP is Michael Greco, Program Director of RCP, or other such individual as they may designate in writing.



# UNIVERSITY OF MINNESOTA

## LETTER OF UNDERSTANDING

between

THE CITY OF LA CRESCENT (Sponsor)

and the

REGENTS OF THE UNIVERSITY OF MINNESOTA (University)

Sponsor is pleased to offer funding under the terms of the attached proposal and this Letter of Understanding for the following project, as described in the attached proposal, Appendix A:

Project Title: RCP: La Crescent Overlook Plaza Design Concept

Principal Investigator: Michael Greco, an employee of the University

Project Period: September 15, 2023 – August 31, 2026

May be continued with or without additional funds only by written amendment to this Letter of Understanding.

Award Amount: Six Thousand and 00/100 dollars (\$6,000), payable upon condition that the University, through its Resilient Communities Project ("RCP") program, successfully matches the project with one (1) or more University of Minnesota academic courses, student teams, or individual student researchers to undertake said project.

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authority to determine the scope and content of any publication.

Developments:


All rights and title to developments under this Project shall be provided under a Creative Commons Attribution-NonCommercial 3.0 license (<http://creativecommons.org/licenses/by-nc/3.0/>).

Miscellaneous:

University makes no warranties with respect to the outcome of research to be conducted. The internal laws of the state of Minnesota shall govern this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to this Agreement shall be in the courts of Hennepin County, Minnesota. University is not liable for special, incidental, consequential, indirect, or expectancy damages of any kind, including, by way of example and without limitation lost profits or loss of business opportunity.

Please indicate your agreement with the above terms and conditions. This Letter of Understanding shall not be valid until fully executed by all parties.

Mike Poellinger  
Mayor  
City of La Crescent, MN

  
Director/Associate Director  
Sponsored Projects Administration  
Regents of the University of Minnesota

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: Patrick Donnell

Print Name: Patrick Donnell

Print Title: Principal Grants and Contracts Officer

Date: 7/26/2023

Attachments:

- Appendix A: Proposal

## **Appendix A: Proposal**

### **Recitals:**

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- (b) RCP is a collaboration of faculty and students at the University of Minnesota from multiple academic disciplines, including but not limited to architecture, landscape architecture, civil engineering, forestry, business, journalism and mass communication, public policy, urban planning, and law. Focused on enhanced student learning through an examination of the real-world issues facing local government agencies, the program is funded by the University of Minnesota’s Center for Urban and Regional Affairs (CURA) and a financial contribution from each selected community.
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Sponsor:

Project Title:

Project Period:

University of Minnesota PI:

La Crescent City

RCP - La Crescent Overlook Plaza Design Concept

September 15, 2023 -August 31, 2026

Mike Greco, RCP Director

Item	Cost	
Program Related Costs	\$	6,000
Total Direct Cost (TDC)	\$	6,000
Indirect Costs	\$	-
Project Total	\$	6,000

#3.3

August 14, 2023

Dear Mayor Poellinger and City Council Members,

Subject: Request to Waive City Portion of First Aid and CPR Training for Child Care Initiative

Houston County recently completed an action plan to grow the number of child care providers and slots for children in the county. Many child care providers are retiring and the county has lost many of these providers. One of the obstacles in the child care field is ongoing training including first aid and CPR training. As part of the implementation of the Smart Goals outlined in the Rural Child Care Innovation Program - Community Solution Action Plan for Child Care for Houston County, the Core Team is requesting that the City of La Crescent waive its city costs for First Aid and CPR Training for child care providers and new employees. The Core Team, which consists of county staff, child care providers, and other stakeholders provided input and oversight of the planning process and continue to work on implementing the final plan.

Required training for new employees and continuing education for employees and providers and the costs associated with this training were identified in the plan as obstacles to the long-term sustainability of child care for both employees and providers. We are working with Cassie Buehler in the La Crescent Fire Department to organize this training event. We are hoping to have the training event this Fall and will open the training first to child care providers, then if additional slots are available, the general public

Houston County has agreed to pay for the certificate for anyone attending the class in relation to childcare. Houston County will need an invoice in order to pay once everyone is registered.

On behalf of the Core Team, we thank you for your consideration of this request.

Sincerely,

Houston County Community Solution Action Plan - Core Team

**HOUSTON COUNTY, MINNESOTA**

JULY 1, 2023

**RURAL CHILD CARE  
INNOVATION PROGRAM**

COMMUNITY SOLUTION ACTION PLAN FOR CHILD CARE

#3.4



## 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  
**FROM:** Skip Wieser, City Attorney  
**DATE:** August 7, 2023  
**RE:** Land Exchange Agreement

---

Pursuant to City Council direction, attached find an agreement the City of La Crescent and VSC. VSC owns real property located at 328 1<sup>st</sup> Street South in the City of La Crescent. The purpose of the agreement is to provide the City with a five (5) year option period to acquire the VSC property. There are two (2) scenarios by which the City can acquire the property.

1. The City can purchase the property for Three Hundred Forty-Seven Thousand 00/100 Dollars (\$347,000.00). If the City elects this option, the City will simultaneously provide VSC the option to purchase the City Hall property located at 315 Main Street in the City also for Three Hundred Forty-Seven Thousand 00/100 Dollars (\$347,000.00).
2. The parties may trade parcels simultaneously. Again, using a valuation of Three Hundred Forty-Seven Thousand 00/100 Dollars (\$347,000.00) as the respective trade values.

This agreement was set up to provide the City flexibility in the event the City may elect to construct a new City Hall facility in phase.

We will review this document at the upcoming meeting.



## AGREEMENT

City of La Crescent, a Minnesota municipal corporation, hereinafter referred to as "City" and VSC Corporation, a Wisconsin corporation, hereinafter referred to as "VSC."

1. City owns a property located at 315 Main street, La Crescent, MN 55947 ("City Hall Property"). Legally described on the attached Exhibit A.
2. VSC, a Wisconsin corporation, owns a property located at 328 First Street South, La Crescent, MN 55947. Legally described on the attached Exhibit B.
3. The Parties agree that the properties are of equal value (\$347,000.00).
4. VSC is granting City an option to acquire the VSC property as described on Exhibit B.
5. The Parties are entering into this Agreement so that City can exercise its option for VSC's property anytime within five (5) years following the execution of the Agreement ("Option Period").
6. At any time during the Option Period, City may elect to exercise its Option by providing written notice to VSC for one of the following:

- A. Out Right Purchase. The price to be paid by City will be Three Hundred Forty-Seven Thousand 00/100 Dollars (\$347,000.00) paid in the following manner: 100% due on the date of closing. The closing will take place within four (4) months of City Exercising its Option. Possession of the property shall pass at the time of Closing. In the event City exercises its Option, both Parties agree as follows: (1) At closing, City will pay and deliver the Purchase Price described above. (2) VSC shall deliver to City a Warranty Deed for the property described above in recordable form, free and clear of all liens, charges, and encumbrances, except (1) Building and Zoning Laws; (2) ordinances, state and federal regulations; (3) restrictions relating to the use or improvement of the property without an effective forfeiture provisions; (4) reservation of any mineral rights for the State of Minnesota; and (5) rights of tenants as follows: real estate taxes payable in the year of closing shall be prorated as of the date of closing. The respective Seller of the property described above shall pay all real estate taxes due and payable with regard to property in years prior to the year of closing. Buyer of the respective properties above shall pay all real estate taxes due and payable regard to property in the years subsequent to closing. The respective Seller will pay any deed tax incurred for recording the Warranty Deed.

In the event City elects to exercise its Option and pay cash, City will simultaneously grant VSC an Option to Purchase ("Option") City Hall property described on Exhibit A. VSC will have one (1) year to exercise its Option. The one (1) year period will start when City vacates the City Hall Property described on Exhibit A. City will provide written notice to VSC of this vacation. The Option price payable to City will be Three Hundred Forty-Seven Thousand 00/100 Dollars (\$347,000.00). In the event the VSC exercises its Option, both Parties agree as follows: (1) At closing, VSC will pay and deliver the Purchase Price described above. (2) City shall deliver to VSC a Warranty Deed for the property described above in recordable form, free and clear of all liens,

charges, and encumbrances, except (1) Building and Zoning Laws; (2) ordinances, state and federal regulations; (3) restrictions relating to the use or improvement of the property without an effective forfeiture provisions; (4) reservation of any mineral rights for the State of Minnesota; and (5) rights of tenants as follows: real estate taxes payable in the year of closing shall be prorated as of the date of closing. The respective Seller of the property described above shall pay all real estate taxes due and payable with regard to property in years prior to the year of closing. Buyer of the respective properties above shall pay all real estate taxes due and payable regard to property in the years subsequent to closing. The respective Seller will pay any deed tax incurred for recording the Warranty Deed.

Or in the alternative,

- B. Property Trade. The parties may trade their respective parcels. If City elects to trade parcels, the closing will take place within four (4) months of City Exercising its Option. Possession of the property shall pass at the time of Closing. In the event City exercises its Option, both Parties agree as follows: at closing, each party shall deliver to the other a Warranty Deed for the property described above in recordable form, free and clear of all liens, charges, and encumbrances, except (1) Building and Zoning Laws; (2) ordinances, state and federal regulations; (3) restrictions relating to the use or improvement of the property without an effective forfeiture provisions; (4) reservation of any mineral rights for the State of Minnesota; and (5) rights of tenants as follows: real estate taxes payable in the year of closing shall be prorated as of the date of closing. The respective Seller of the property described above shall pay all real estate taxes due and payable with regard to property in years prior to the year of closing. Buyer of the respective properties above shall pay all real estate taxes due and payable regard to property in the years subsequent to closing. The respective Seller will pay any deed tax incurred for recording the Warranty Deed.

In the event City exercises the Option under 5(B) above, the following will apply:

- i. At closing, City will enter into a standard communal NNN lease with VSC for City's property owned by VSC after closing and to continue to be occupied by City for an unknown time. A true and correct illustration of which is attached as Exhibit C.
  - ii. City will continue to occupy the property during a period of time necessary for City to demolish VSC's former property and for City to construct a new City of La Crescent City Hall.
  - iii. During the rental period, City shall pay to VSC rent equal to the rent VSC had been receiving from its residential tenants.
  - iv. City, as part of the NNN provisions of said lease, will pay all utilities, insurance, maintenance, and an amount equal to any real estate taxes incurred by VSC by virtue of its owning of said property.
7. The Parties agree that during the Option Period both Parties will maintain and perform all normal maintenance to their respective properties.

8. VSC leases the property as two (2) separate residential apartments and agrees that it will not enter into any lease greater than twelve (12) months.

9. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to VSC: VSC Corporation  
2418 State Road  
La Crosse, WI 54601

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

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

10. VSC shall assign said leases to City and City will assume all responsibility for the rental lease of VSC. VSC, at closing, will pay to City any Security deposit, prepaid rent, and will pay prorated real estate taxes to the date of closing.

11. The Parties agree to treat this transfer as an IRC 1031 Exchange, should VSC request. Requisite 1031 notices are attached as Exhibit D.

12. The personal property of VSC's tenants and City's employees, departments, and agencies shall not be included.

13. Both Parties respect that there are no leases for mechanical systems necessary to operate the respective properties.

14. Both Properties shall be transferred "AS IS and WHERE IS". However, prior to the execution of their agreement, both parties shall provide a detailed real estate property condition report. The contents of which shall be acceptable to both parties.

15. The Parties at their expense shall provide the other Party with an owner's policy of title insurance along with the transferring property is fee title free and clear of any lien or encumbrance.

16. Special assessments, if any, levied or for work actually commenced prior to the date of this agreement shall be paid by Grantor no later than closing. All other special assessments shall be paid by Grantee.

17. The estimated price the property would bring in an open market and under the then prevailing market conditions in a sale between a willing seller and a willing buyer, both

conversant with the property and at prevailing general price levels, which the Parties agree shall be \$347,000.00.

18. Property damage between execution and closing. Both Parties shall fully insure their prospective properties. If City's property is damaged City must repair, it. If VSC's property is damaged, VSC shall have the sole discretion to repair or not to repair it.

19. FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures, including but not limited to. All: screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/ piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

20. Each Party may require a Phase 1 environmental assessment at its expense to determine if they are willing to accept the property "AS IS." In the event that the Party requesting the report object to the phase 1 findings, the other Party shall have the option to cure or otherwise remedy the matter objected to.

21. In the event that City owes an outstanding balance to VSC pursuant to a Contract for Deed dated February 2, 2021, recorded as Document No. 301780 in the Office of the Houston County Recorder, City will pay said Contract for Deed in full at the time of Closing of this transaction.

22. Well Disclosure. Both parties certify that they do not know of any wells on the real property.

23. Sewage Treatment System Disclosure. Both parties certify that sewage generated at the property goes to a facility permitted by the Minnesota Pollution Control Agency

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

25. Assignment. Neither party may not assign this Agreement to any other person unless written consent is obtained from City.

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

27. Force Majeure. Neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure.

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

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

30. Government Data. VSC agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13,

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

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

33. Additional Documents. Upon request, both parties will execute and deliver such documents as may be necessary or desirable to effectuate the terms of this Agreement.

34. Memorandum of Agreement. A short form Option Agreement referring to this Agreement has been executed on the date hereof and can be placed in the Office of the Houston County Recorder at the expense of the recording party. In the event a notice to proceed is not delivered to the other party prior to the expiration date, both parties agree to immediately deliver to the other a Quit Claim Deed terminating all interest under this Agreement.

35. Brokerage Fees. Neither VSC or City has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

*Signature Pages to Follow*



CITY OF LA CRESCENT

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

By: \_\_\_\_\_  
Its: Mikel Poellinger  
Mayor

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

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

VSC CORPORATION

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**

LOT SIX (6) AND THE WEST HALF OF LOT SEVEN (7) OF BLOCK FIFTY-NINE (59) OF THE LA CRESCENT PLAT AS THE SAME IS OF RECORD IN THE OFFICE OF THE RECORDER (FORMERLY REGISTER OF DEEDS) IN AND FOR SAID COUNTY OF HOUSTON.

**Exhibit B**

LOT SEVENTEEN (17), BLOCK FIFTY-NINE (59), OF THE LA CRESCENT PLAT OF THE CITY (FORMERLY VILLAGE) OF LA CRESCENT, MINNESOTA, HOUSTON COUNTY, STATE OF MINNESOTA.

## Exhibit C

### TRIPLE NET LEASE

THIS INDENTURE OF LEASE (herein "LEASE"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (herein "Effective Date"), between VSC Corporation, a Minnesota corporation (herein "LANDLORD" or "PARTY"), and City of La Crescent, a Minnesota municipal corporation, a Minnesota corporation (herein "TENANT" or "PARTY") (collectively herein "PARTIES").

### RECITALS

WHEREAS, LANDLORD is the owner of certain real estate and improvements located at 315 Main Street, La Crescent, Minnesota, identified on Exhibit A attached hereto and incorporated herein by reference (herein "LEASED PREMISES"); and

WHEREAS, LANDLORD desires to lease to TENANT said LEASED PREMISES; and

WHEREAS, TENANT desires to lease from LANDLORD said LEASED PREMISES.

NOW, THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of TENANT to be kept, observed and performed, as hereinafter provided, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

#### 1. LEASE AND LEASED PREMISES.

1.1 The LANDLORD hereby demises, leases and rents unto TENANT, and TENANT hereby hires and accepts and rents from LANDLORD, the LEASED PREMISES.

#### 2. TERM AND TERMINATION.

2.1 The term of this LEASE shall commence on the Effective Date and shall remain in full force and effect for a term of \_\_\_\_\_ (\_\_\_\_\_) months, expiring at midnight on \_\_\_\_\_, 20\_\_\_\_, unless terminated earlier as provided herein.

#### 3. ACCEPTANCE OF LEASED PREMISES.

3.1 By executing this LEASE, TENANT acknowledges that it has had the opportunity to inspect and has inspected the LEASED PREMISES and accepts the same in an "AS IS-WHERE IS" condition.

#### 4. RENTAL.

4.1 TENANT shall pay to LANDLORD as rent for the LEASED PREMISES during the entire term hereof a rental of \_\_\_\_\_ 00/100 Dollars (\$\_\_\_\_\_).

4.2 The rental herein specified shall be payable by TENANT in equal monthly installments of \_\_\_\_\_ 00/100 Dollars (\$\_\_\_\_\_) payable on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and on the 1st day of each successive month thereafter, in advance. The rent shall be payable at the office of the LANDLORD or at such

other place designated by LANDLORD without prior demand therefor and without any deduction or setoff whatsoever.

**5. USE OF PREMISES.**

**5.1** TENANT shall use the LEASED PREMISES for the purpose of operating a city hall or government center, accessory purposes, and for no other purposes without the prior written consent of LANDLORD.

**5.2** TENANT shall not perform any actions or carry on any practices which may injure the LEASED PREMISES or be a nuisance or menace.

**6. UTILITIES.**

**6.1** TENANT shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility service furnished to or consumed at the LEASED PREMISES during the term of this LEASE.

**7. MAINTENANCE AND REPAIR OF LEASED PREMISES.**

**7.1** This is a net-net-net LEASE, and TENANT shall, at TENANT's sole expense, make all repairs and renewals necessary or advisable to keep the LEASED PREMISES, including all improvements located thereon and all additions thereto, in good condition and free from deterioration, and LANDLORD shall be absolutely exempt from making any other repair or renewal or addition to the LEASED PREMISES and all improvements located thereon during the term of this LEASE or any extension thereof. As an example, in the event the roof should cave in, the TENANT shall replace and repair the same at TENANT's sole expense. This Section shall extend to all repairs and renewals of whatsoever sort which a judicious owner of the LEASED PREMISES would make for the benefit of the same, including repainting, decorating, repairs of sewage, cooling, heating, plant and apparatus, fixtures, plumbing and every other sort of repairs or renewals not herein specifically set down.

**7.2** TENANT shall not at any time permit any mechanics', laborers' or materialmen's liens to stand against the LEASED PREMISES for any labor or material furnished to TENANT or claimed to have been furnished to TENANT or to TENANT's agents, contractors or sublessees in connection with the work of any character performed or claimed to have been performed on the LEASED PREMISES by or at the direction or sufferance of TENANT, provided, however, that the TENANT shall have the right to contest the validity or amount of any such lien or claimed lien if conducted so as to prevent any sale, foreclosure or forfeiture of the LEASED PREMISES by reason of such nonpayment. On final determination of the lien or claim for lien, the TENANT shall immediately pay any final judgment rendered with all proper costs and charges and shall have the lien released or judgment satisfied at TENANT's own expense to the sole satisfaction of LANDLORD.

**7.3** LANDLORD shall not be required to make any repairs or maintain the LEASED PREMISES in any way during the term hereof.

**8. SURRENDER OF POSSESSION.**

8.1 At the expiration or termination of this LEASE, whether by lapse of time or otherwise, TENANT shall surrender the LEASED PREMISES including any alterations, additions, improvements, changes and fixtures (other than TENANT's trade fixtures) in, at a minimum, the same condition and repair as at the time of acceptance.

8.2 Upon the termination of the tenancy hereby created, any and all additions, fixtures and installations placed in the LEASED PREMISES by TENANT (except those described in Section 8.3 below) shall become and remain the property of the LANDLORD as part of the LEASED PREMISES, provided the LANDLORD had given its written consent as required in Section 20.1 below prior to the time such additions, fixtures and/or installations were placed in the LEASED PREMISES by the TENANT. In the event such written consent was not given prior to the making of such additions, fixtures or installations by TENANT, then upon the termination of the tenancy hereby created, LANDLORD shall have the option of requiring TENANT to remove any or all of such items and to repair any damage occasioned by such removal at the TENANT's expense. In default thereof, LANDLORD may effect such removals and repairs and TENANT shall pay LANDLORD the cost thereof, with interest at the rate of One Percent (1%) per month from the date of payment by the LANDLORD.

8.3 Upon the termination of this LEASE, TENANT shall have the right to remove from the LEASED PREMISES all trade fixtures or personal property which may have been installed on the LEASED PREMISES by TENANT after the Effective Date. Any and all signs placed on or about the LEASED PREMISES by TENANT shall be subject to LANDLORD's prior written approval as to size and location. Any signs attached to the buildings located on the LEASED PREMISES shall remain the sole property of TENANT and may be removed by TENANT at any time. TENANT shall repair any damage occasioned by such removal.

8.4 If TENANT fails to remove any property belonging to TENANT within ten (10) days after the termination of this LEASE (whether by lapse of time or otherwise), the same shall at LANDLORD's option, be deemed abandoned by TENANT and shall thereupon become the property of LANDLORD.

## **9. HOLDING OVER.**

9.1 In the event TENANT remains in possession of the LEASED PREMISES after the expiration or termination of the tenancy created hereunder, without prior written consent of LANDLORD, TENANT shall pay to LANDLORD, as liquidated damages, double the amount of rent specified in Article 4 with One and One-Half Percent (1½%) interest thereon per month, from the time TENANT retains possession of the LEASED PREMISES or any part thereof after termination of this LEASE. LANDLORD's acceptance of any rent after holding over begins does not constitute an extension of this LEASE nor does this provision waive LANDLORD's rights of re-entry or any other rights hereunder. In the event of holding over by the TENANT, said holding over shall constitute a month-to-month tenancy and shall not constitute a year-to-year tenancy.

## **10. SUBORDINATION.**



**10.1** TENANT agrees that this LEASE shall be subordinate to any mortgages or trust deeds that may be placed upon said LEASED PREMISES and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof provided that the mortgagee or trustee thereunder shall agree to recognize TENANT's rights hereunder as long as TENANT is not in default hereunder. TENANT further agrees that upon notification by LANDLORD to TENANT this LEASE shall be or become prior to any mortgages or trust deeds that may heretofore or hereafter be placed on the said LEASED PREMISES. TENANT shall execute and deliver whatever instruments may be required for the above purposes and failing to do so within ten (10) days after demand in writing does hereby make, constitute and irrevocably appoint LANDLORD as its attorney-in-fact and in its name, place and stead so to do.

**11. NOTICES.**

**11.1** All notices or communications required or permitted to be given by either PARTY to the other under this LEASE shall be in writing to the following addresses:

**TO LANDLORD:** VSC Corporation  
2418 State Road  
La Crosse, WI 54601

**TO TENANT:** City Administrator  
City of La Crescent  
315 Main Street  
La Crescent, MN 55947

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

Or such other place as such PARTY may subsequently designate in writing. Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

**12. ACCESS TO PREMISES.**

**12.1** LANDLORD shall have the right to enter upon the LEASED PREMISES at any reasonable hour for the purpose of inspecting the same, or for the purpose of exhibiting the same to prospective tenants, purchasers or others. LANDLORD shall make every reasonable effort to minimize the disruption to TENANT's business operations.

**13. ASSIGNMENT AND SUBLETTING.**

**13.1** TENANT shall not assign this LEASE nor sublet all or any portion of the LEASED PREMISES without the prior written consent of LANDLORD. Any attempted assignment or subletting without LANDLORD's prior written consent is void. No assignment or

subletting shall release TENANT from any of its obligations under this LEASE or be construed or taken as a waiver of any of LANDLORD's rights or remedies hereunder.

**13.2** Neither this LEASE nor any interest therein nor any estate thereby created shall pass to any trustee or receiver in bankruptcy or any assignee for the benefit of creditors.

#### **14. QUIET POSSESSION.**

**14.1** Subject to the provisions of this LEASE, LANDLORD agrees that TENANT, upon paying the rentals herein provided and performing all of the covenants, terms and conditions herein agreed by it to be kept and performed, shall and may peaceably and quietly have, hold and enjoy the LEASED PREMISES for the original term and any extensions of this LEASE.

#### **15. REAL ESTATE AND PERSONAL PROPERTY TAXES.**

**15.1** TENANT shall be responsible for payment of all real estate taxes (including special and general assessments) assessed or payable against the LEASED PREMISES during the term of this LEASE.

**15.2** TENANT shall pay all taxes which may be levied on TENANT's personal property or trade fixtures placed on or about the LEASED PREMISES.

#### **16. INSURANCE.**

**16.1** At all times during the term of this LEASE and any extensions hereof, TENANT shall place and maintain (at TENANT's cost) fire, hazard and extended coverage insurance on the LEASED PREMISES in an amount equal to the replacement cost thereof with all loss payable to the LANDLORD and LANDLORD's mortgagee, as their interests may appear. TENANT shall place and maintain at all times during the term of this LEASE, fire and extended coverage insurance insuring the improvements, betterments, fixtures and merchandise owned or installed by TENANT in the LEASED PREMISES in an amount equal to the full insurable value thereof, with at least an Eighty Percent (80%) co-insurance clause (but not more than One Hundred Percent (100%)).

**16.2** At all times during the term of this LEASE and any extensions hereof, TENANT shall provide and keep in force a comprehensive public liability policy of insurance indemnifying LANDLORD, TENANT and LANDLORD's mortgage lender, if any, against liability for injury or death to persons and damage to property occurring in or upon the LEASED PREMISES in a company or companies acceptable to LANDLORD, with limits of liability of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to any one person, in the amount of Three Hundred Thousand Dollars (\$300,000.00) in respect to any one accident and in the amount of Fifty Thousand Dollars (\$50,000.00) in respect to property damage. TENANT shall also provide and keep in force during the term hereof and any extensions an umbrella policy naming LANDLORD, TENANT and LANDLORD's mortgage lender, if any, and providing Two Million Dollars (\$2,000,000.00) of overriding coverage above the base public liability policy limits specified above. All such insurance coverage shall be placed with

insurance companies licensed to do business in the State of Minnesota and approved by LANDLORD.

**16.3** TENANT shall pay all its insurance premiums required pursuant to this Article when and as the same become due and deposit certificates of such insurance with LANDLORD and mortgagee, if required, which certificates shall contain a stipulation prohibiting cancellation, amendment or nonrenewal until LANDLORD and its mortgagee shall have both received ten (10) days' advance written notice thereof.

## **17. INDEMNIFICATION AND EXEMPTION.**

**17.1** TENANT agrees to protect and save LANDLORD harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any laws, regulations or ordinances, if occasioned by TENANT or those holding under TENANT. TENANT further agrees to protect, indemnify and save LANDLORD harmless from and against any and all claims and against any and all loss, damage, expense, liabilities, demands and causes of action, and any reasonable expenses (including attorneys' fees) incidental to the defense thereof by LANDLORD resulting from injury or death of persons or damage to property, including without limitation the person and property of TENANT, its agents, employees, customers and invitees occurring in or upon the LEASED PREMISES, or on the adjoining parking lot, sidewalk, streets, alleys or ways, in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the LEASED PREMISES or any part thereof or any improvements now or hereafter located thereon by TENANT or any person holding under TENANT, or any easements appurtenant thereto or to which such LEASED PREMISES may be subject.

**17.2** TENANT hereby agrees that LANDLORD shall not be liable for injury to TENANT's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of TENANT, TENANT's employees, invitees, customers or any other person in or above the LEASED PREMISES, nor shall LANDLORD be liable for injury to the person of TENANT, TENANT's employees, agents or contractors, invitees, customers or any other person whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or from any other cause, whether said damage or injury results from conditions arising upon the LEASED PREMISES or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to TENANT.

## **18. REMEDIES.**

**18.1** Upon the failure of TENANT to pay rent at the times and in the manner hereinbefore provided or upon the failure of TENANT to promptly perform any other covenant or agreement hereunder, or if the leasehold interest of the TENANT shall be taken on execution or other process of law, or if the TENANT shall petition to be or be declared bankrupt or insolvent according to the law, or if the TENANT shall vacate the LEASED PREMISES or abandon the same during the term of this LEASE, LANDLORD may, at its option, terminate this

LEASE and the terms hereof by giving TENANT at least thirty (30) days' (ten (10) days' in the case of rent payments) written notice of such termination, which notice shall specify the nature of the default. After the giving of such notice, if such default is not cured within said thirty (30) day period (ten (10) days in the case of rent payments), or if TENANT is not exercising due diligence to cure such default if such default cannot be reasonably cured within thirty (30) days (not applicable to rent), LANDLORD may terminate this LEASE and thereupon TENANT shall vacate and surrender the LEASED PREMISES to LANDLORD, and LANDLORD may re-enter and repossess the same and remove all persons and parties therefrom through legal process using such force as may be necessary so to do without being guilty of trespass, forcible entry, detainer or other tort and without incurring any liability for damages or otherwise to TENANT by reason of such re-entry or termination of the terms of this LEASE, provided that such re-entry and repossession shall not affect TENANT's obligation to pay the rent due hereunder for the balance of the term remaining after said termination. In the event of any repossession of the LEASED PREMISES by LANDLORD because of the default of TENANT herein either under the foregoing provisions or in pursuance of any proceedings under the applicable laws or statutes, LANDLORD may, if LANDLORD so elects, relet the LEASED PREMISES or any part thereof, either on its own account or as agent for TENANT, for the balance of the term hereof or for a longer or shorter period in the discretion of LANDLORD, and TENANT agrees to pay to LANDLORD the rent hereinbefore reserved on the days when the same becomes due and payable, less the net proceeds of reletting, if any. All rights and remedies of LANDLORD shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

**18.2** In case suit shall be brought for recovery of possession of the LEASED PREMISES, for the recovery of rent or any other amount due under the provisions of this LEASE, or because of the breach of any other covenant herein contained on the part of TENANT to be kept or performed, and a breach shall be established, TENANT shall pay to LANDLORD all expenses incurred therefor, including reasonable attorneys' fees.

**18.3** If LANDLORD shall default in the performance or observance of any agreement or condition of this LEASE contained on its part to be performed or observed, or shall default in the payment of any tax or other charge which shall be a lien upon the LEASED PREMISES or in the payment of any installment of principal or interest upon any mortgage which shall be prior in lien to the lien of this LEASE, and if LANDLORD shall not cure such default within thirty (30) days after notice from TENANT specifying the default, or if LANDLORD is not exercising due diligence to cure such default if such default cannot be reasonably cured within thirty (30) days, TENANT may, at TENANT's option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of LANDLORD and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD agrees to reimburse TENANT therefor, provided that TENANT may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to LANDLORD, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or TENANT's interest therein or to prevent injury or damage to persons or

property. Anything contained in this LEASE to the contrary notwithstanding, TENANT agrees that TENANT shall look solely to the estate and property of LANDLORD in the land and building in which the LEASED PREMISES are a part and the rental therefrom for the collection of any judgment (or for judicial process) requiring the payment of money by LANDLORD in the event of any default or breach by LANDLORD with respect to any of the terms and provisions of this LEASE to be observed and/or performed by LANDLORD.

**19. DAMAGE BY FIRE OR OTHER CASUALTY.**

**19.1** In the event that the LEASED PREMISES or any part thereof shall be damaged by fire or other casualty for which there is insurance coverage as prescribed in Section 16.1 of this LEASE, the same shall be repaired by LANDLORD at LANDLORD's expense as speedily as possible, and LANDLORD shall be entitled to the insurance proceeds maintained by the TENANT or LANDLORD for the benefit of LANDLORD and mortgagee, as provided in Article 16, provided that in the event the proceeds of such insurance are insufficient to cover the costs of rebuilding or repair, LANDLORD shall have the option to cancel this LEASE and/or not rebuild or repair the LEASED PREMISES. It is understood that LANDLORD is not required to repair or replace improvements, betterments, fixtures and merchandise owned or installed by TENANT in the LEASED PREMISES and that the same is the responsibility of the TENANT.

**19.2** If such damage shall render the LEASED PREMISES partially untenable, the rent shall be paid up to the time of loss and shall thence forth be justly and proportionately abated until the damage has been repaired. If such damage shall be so extensive so as to render the premises totally untenable, the rent shall be proportionately paid up to the time of loss and shall thence forth cease and abate until such time as the LEASED PREMISES have been restored.

**20. ADDITIONS, CHANGES, ALTERATIONS AND DEMOLITION.**

**20.1** TENANT shall not construct improvements in or on the LEASED PREMISES, demolish improvements within the LEASED PREMISES or make additions to or structural changes or alterations in and upon any or all of such improvements upon the LEASED PREMISES without the prior written consent of LANDLORD and its mortgagee, if any. Any work performed during the term of this LEASE shall be performed in a good and workmanlike manner at the sole expense of TENANT. TENANT shall not permit, create, incur or impose or cause or suffer other to permit, create, incur or impose any lien or other obligation against the LEASED PREMISES or the LANDLORD by reason of any work upon the LEASED PREMISES or otherwise, including any mortgage or similar lien, and TENANT agrees to hold LANDLORD harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person relating to or arising because of any work thereon. Any improvements or additions made by TENANT which are attached to and become a part of the walls, floor or ceiling shall become a permanent part of the building and the LEASED PREMISES and shall not be considered trade fixtures or personal property. Any modifications to the exterior of the LEASED PREMISES (including sign, door, windows, etc.)

shall be made only upon the prior written approval of LANDLORD, which shall not be unreasonably withheld.

## **21. EMINENT DOMAIN.**

**21.1** If the LEASED PREMISES covered by this LEASE are wholly acquired by or in lieu of eminent domain for any public or quasi-public use or purpose or if the LEASED PREMISES are so substantially reduced in size so as to no longer be tenantable by the TENANT for the uses and purposes herein set forth, this LEASE shall terminate as of the date on which the acquirer or condemnor shall be entitled to take possession.

**21.2** If less than the whole of the LEASED PREMISES shall be so acquired and the remainder of the premises is tenantable for TENANT's uses and purposes, this LEASE shall remain in force, provided that the rental specified herein shall be reduced proportionately to reflect the value of the premises so acquired or condemned.

**21.3** The award for the value of the real estate so acquired, including building fixtures and the value of the leasehold, shall belong to the LANDLORD; provided, however, that the TENANT shall have the right to awards from or claims against the condemnor for the taking of any of the TENANT's property.

## **22. WASTE, GOVERNMENTAL REGULATIONS.**

**22.1** TENANT shall not commit or suffer to be committed any waste upon the LEASED PREMISES.

**22.2** TENANT shall, at TENANT's sole cost and expense, promptly comply with all laws, ordinances and regulations now in force or which may hereafter be in force pertaining to the LEASED PREMISES or the use thereof by TENANT.

## **23. GENERAL PROVISIONS.**

**23.1** Nothing contained herein shall be deemed or construed by the PARTIES hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the PARTIES hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the PARTIES hereto shall be deemed to create any relationship between the PARTIES hereto other than the relationship of LANDLORD and TENANT. Whenever herein the singular is used, the same shall include the plural and the masculine gender shall include the feminine and neuter gender.

**23.2** No delay or omission of the right to exercise this power by either party shall impair any such right or power or shall be construed as a waiver of a subsequent breach of the same covenant, act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.



23.3 TENANT shall give immediate notice to LANDLORD in case of fire or accidents in the LEASED PREMISES or in the building of which the LEASED PREMISES are a part or of defects therein or in any fixtures or equipment.

23.4 TENANT shall not, without the prior written consent of LANDLORD, record this LEASE.

23.5 At any time and from time to time, TENANT agrees upon request in writing from LANDLORD to execute, acknowledge and deliver to LANDLORD a statement in writing certifying that this LEASE is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which minimum rent, percentage rent and other charges have been paid. At any time and from time to time, LANDLORD agrees upon request in writing from TENANT to execute, acknowledge and deliver to TENANT a statement in writing certifying that this LEASE is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which minimum rent, percentage rent and other charges have been paid and the dates to which full compliance with all other terms and conditions of the LEASE has been made by TENANT.

23.6 This LEASE and any dispute arising from or related to this LEASE shall be governed by the law of the State of Minnesota, without application of its conflicts of law provisions.

23.7 This LEASE and attached Exhibits constitute the entire agreement between the PARTIES and shall supersede all previous communications and commitments, whether written or verbal, between the PARTIES regarding the subject matter of this LEASE. No agreement or understanding changing, modifying or extending this LEASE shall be binding on either party unless in a writing signed by both PARTIES' authorized representatives.

23.8 This Triple Net Lease shall be effective starting \_\_\_\_\_, 20\_\_\_\_\_.

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, LANDLORD AND TENANT HAVE SIGNED THIS  
LEASE AS OF THE DATE FIRST ABOVE WRITTEN.

LANDLORD

VSC Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT

City of La Crescent

By: \_\_\_\_\_  
Name: Mikel Poellinger  
Title: Mayor

By: \_\_\_\_\_  
Name: Bill Waller  
Title: City Administrator

**Exhibit C**

**EXHIBIT A  
LEASED PREMISES**

For Informational Purposes Only:

TAX PARCEL NO:

ADDRESS:

## **Exhibit D**

### **RELINQUISH PROPERTY**

#### **1031 COOPERATION CLAUSE**

It is the intent of the VSC to implement a tax-deferred exchange under the terms of Section 1031 of the Internal Revenue Code.

VSC shall have the right to structure the sale of the property as a 1031 Tax Deferred Exchange and all other parties agree to accommodate this desire.

This purchase agreement/contract shall be assigned to First American Exchange Company to accommodate a 1031 Tax Deferred Exchange.

This purchase agreement/contract shall constitute notice within the meaning of Section 1.1031(k)-1(g) (4) (v) of the Income Tax Regulations.

#3.5



Friday, August 4, 2023

Honorable Mayor and City Council Members

Re: City Hall Accounting Department Hiring Recommendation

In June, after the approval by City Council, the City of La Crescent began accepting applications for an Accountant position. Applications were accepted until noon on Wednesday, July 26<sup>th</sup>. On August 1<sup>st</sup> and 3<sup>rd</sup> interviews were conducted by an interview panel consisting of La Crescent City Administrator Bill Waller, La Crescent Public Works Director Tyler Benish, La Crescent Deputy Clerk Angie Boettcher and myself.

It is my recommendation that the City Council approve Amy Jore for the position of Accountant with the City of La Crescent. Mrs. Jore holds both an Associates and Bachelor of Applied Science in Accounting. Additionally, Mrs. Jore has experience with a variety of accounting duties as well as desired personal attributes that would make her a great addition to our City staff.

Based on her education and past work experience, I propose that Mrs. Jore would start at Step 3 in the salary schedule and serve a six-month probationary period.

Respectfully,

A handwritten signature in black ink, appearing to read "Kara Tarrence", written over a horizontal line.

Kara Tarrence  
Finance Director

# 3.6



TO: Honorable Mayor and City Council Members

FROM: Angie Boettcher, Deputy Clerk

DATE: 7/31/2023

SUBJECT: 2024 MnDOT Transit Application

Attached for your review and consideration is the resolution to approve the State Transit Operating Assistance application for 2024. The resolution is adopted and submitted to MnDOT each year. In 2023, the City will receive approximately \$242,000 in Federal and State funds to operate the local bus service.

In order to continue to provide the local bus service, we would suggest that the City Council adopt the attached resolution.



**RESOLUTION NO. 08-23-27**

**RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LA CRESCENT  
ENTERING INTO AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE PUBLIC  
TRANSPORTATION IN THE CITY OF LA CRESCENT**

The City of La Crescent, Minnesota has resolved to apply for the 2024 Greater Minnesota Transit Operating Grant and enter into an Agreement with the State of Minnesota to provide public transportation in the City of La Crescent.

FURTHER RESOLVED that the City of La Crescent, Minnesota agrees to provide a local share of up to fifteen percent (15%) of the total operating costs and up to twenty percent (20%) of total capital costs.

FURTHER RESOLVED that the City of La Crescent, Minnesota agrees to provide one hundred percent (100%) of the local share necessary for expenses that exceed funds available from the State.

FURTHER RESOLVED that the City of La Crescent, Minnesota authorizes the Mayor and/or City Administrator to execute the aforementioned Agreement and any amendments thereto.

FURTHER resolved that the City Administrator or Transit Manager is hereby authorized to execute requests for reimbursement to the Minnesota Department of Transportation.

ADOPTED this 14th day of August, 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of La Crescent at an authorized meeting held on the 14<sup>th</sup> day of August, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

\_\_\_\_\_  
(Type or Print Name)

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

#3.7



**La Crescent Apple Festival, Inc.**

P.O. Box 65 | La Crescent, MN 55947 | (507) 895-2800 | [www.applefestusa.com](http://www.applefestusa.com)

To: City of La Crescent

C/O: Bill Waller

From: Applefest Board of Directors

Date: 7/28/2023

Re: Request for assistance during 2023 75th Annual Applefest

Dear City of La Crescent,

Applefest would like to formally request the assistance from the City of La Crescent to help coordinate a successful 75th year of celebrating Applefest. Assistance that we would like includes: help in preparing the carnival area, installing signs, installing stakes and fencing, a water line for the King Apple Tent, use of city garbage cans, picnic tables and trailer, as well as help barricading the staging route for the King Apple Parade, and use of 8 golf carts during the King Apple Parade.

If you have any questions, please do not hesitate to reach out to Tammy Stremcha, King Apple Tent Chair at 608-519-6727.

Thank you in advance for your continued support of the Applefest celebration on September 15-17, 2023.

Tammy Stremcha, on behalf of the Applefest Board of Directors

King Apple Tent Chair

608-519-6727

[beertent@applefestusa.com](mailto:beertent@applefestusa.com)



# CITY OF LA CRESCENT

## Department of Police

Chief Luke M. Ahlschlager



August 2, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Prohibit Use of Cannabis in Public Ordinance agenda item 3.8 – City of La Crescent

The restriction of public use of cannabis is a complex issue with varying perspectives and arguments. While public opinions on cannabis use have evolved over time, several factors contribute to the continued restrictions in many places. Here are some reasons commonly cited:

### Health and Safety Concerns

Opponents of public cannabis use often point to potential health risks associated with its consumption. Smoking cannabis can lead to respiratory issues, and consuming high doses may cause impaired judgment and cognitive function, which could pose risks to public safety, especially while operating vehicles or heavy machinery.

### Public Nuisance

Concerns about the smell and presence of cannabis in public spaces are raised by those who argue for restrictions. Some individuals may be uncomfortable or bothered by the odor or the sight of people using cannabis in public areas.

### Protecting Youth

One of the primary arguments for restrictions on public cannabis use is to safeguard children and teenagers from being exposed to drug use. Limiting public consumption may help reduce the chances of normalization and potential underage consumption.

### Regulation and Control

By restricting public use, authorities can better regulate and control the consumption of cannabis, ensuring it occurs in designated areas and preventing potential misuse or abuse.

# CITY OF LA CRESCENT

## Department of Police

Chief Luke M. Ahlschlager

### Legal and Political Factors

The legality of cannabis use varies from one jurisdiction to another. In places where cannabis is legal for medicinal or recreational purposes, there may still be restrictions on public use due to political considerations or to maintain harmony with federal laws, where cannabis remains illegal at the national level.

### Landlord and Property Rights

Property owners and landlords may impose restrictions on public cannabis use on their premises to ensure the comfort and safety of their tenants and visitors.

It is important to note that perspectives on cannabis use are evolving. Public policies around cannabis use are often influenced by ongoing research, public opinion, and the balance between individual freedoms and public welfare.

With that said, it is my recommendation the City of La Crescent endorse the ordinance prohibiting cannabis and hemp use in public places.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Ahlschlager', with a stylized flourish at the end.

Luke Ahlschlager

Chief of Police

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LA CRESCENT AN ORDINANCE PROHIBITING  
CANNABIS AND HEMP USE IN PUBLIC PLACES

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

**SECTION I – DEFINITIONS.**

- (a) For purposes of this section, the terms “cannabis flower,” “cannabis products,” “lower-potency hemp edibles,” and “hemp-derived consumer products” shall have the definitions given to them in Minnesota Statutes, section 342.01, as it may be amended from time to time.
- (b) For purposes of this section, “public place” is defined as any indoor or outdoor area that is used or held out for use by the public whether owned or operated by public or private interests. Pursuant to Minnesota Statutes, section 152.0263, subd. 5, “public place” does not include the following: (i) a private residence, including the person's curtilage or yard; (ii) private property not generally accessible by the public; and (iii) the premises of an establishment or event licensed to permit on-site consumption of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products.

**SECTION II – PUBLIC USE PROHIBITED.**

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place. A violation of this section shall be considered a petty misdemeanor notwithstanding any other penalty provision in the city code.

**SECTION III** This ordinance shall be effective upon its adoption and publication.

PASSED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



#3.9



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *Bill*  
DATE: August 10, 2023  
RE: Wieser Park – Upcoming Events

For City Council information, there are two events planned in September to celebrate and recognize the improvements completed this year at Wieser Park. The events are as follows:

- Friday - September 8, 2023 @ 5:30pm, donor/contributor recognition event. This event is by invitation, and all the costs for the event will be covered by private donation.
- Tuesday – September 12, 2023 @ 5:30pm, ribbon cutting and pavilion dedication event. This event is hosted by the City of La Crescent and the public is invited and encouraged to attend.



#3.10

**RESOLUTION NO. 08-23-28**

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

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

1. TJ's Auto Glass Inc. wishes to donate \$100.00 to the LCPD/Neighbor's Night Out.

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

ADOPTED this 14<sup>th</sup> day of August 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 08-23-29**

**RESOLUTION ACCEPTING DONATIONS MADE TO THE  
CITY OF LA CRESCENT IN AUGUST 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 August, 2023:

1. Al "Skip" Wieser, III and Trisha L. Wieser wish to donate \$400.00 in memory of Karen Wieser to Wieser Memorial Park Improvement Project to be used for the specific purpose of installation of flowers at the shelter facility.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

#3.11



## CITY OF LA CRESCENT

### Department of Police

Chief Luke M. Ahlschlager



August 8, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Street Closure for a Nicole's School of Dance – Trunk of Treat Party

Saturday October 14, 2023 | 4pm – 7pm

Nicole Wiczek of Nicole's School of Dance intends on hosting a 2<sup>nd</sup> annual Trunk of Treat Party in the parking lot between her studio and the Montessori School. The 1<sup>st</sup> annual event ended up being more successful than anticipated and there were some vehicle parking/traffic/pedestrian concerns that came up.

To make the event safer and more fun, Nicole is requesting the portion of South Oak Street from South 14<sup>th</sup> Street and South 11<sup>th</sup> Street be closed for the event.

I would respectfully request permission for the event to be held. Disruption to normal traffic flow is anticipated to be minimal and emergency services (police, fire & medical) will have access to the closed off area.

Sincerely,

Luke Ahlschlager

Chief of Police

# 3.12



CITY OF LA CRESCENT  
Department of Police  
Chief Luke M. Ahlschlager



August 2, 2023

Honorable Mayor and City Council Members  
City Administrator Bill Waller

RE: Request for Parade Permit  
5th Annual Thriller Dance Performance  
Sunday, October 29th, 2023  
6:00 PM

Meagan Waddell has requested a Parade Permit for temporary street closure on Main Street & Walnut Street. The parade will proceed west on Main Street and ending at the Walnut Street & Main Street Intersection.

The event is described to be a Community Project called the 5th Annual Thriller Performance and is being supported by community organizers, community volunteers and parents of participants. This is a moving dance performance and show. The Community is invited to participate as it is an all-ages event.

I would respectfully request permission for the event to be held. The La Crescent Police Department will be responsible for setting up barricades and providing traffic control.

Sincerely,

Luke Ahlschlager  
Chief of Police

#6.1



TO: Honorable Mayor and City Council Members  
FROM: Tyler Benish, Public Works Director *Tyler Benish*  
DATE: August 10, 2023  
RE: Watershed severe drought

On Friday August 4<sup>th</sup> 2023, the City of La Crescent received a letter from the Minnesota Department of Natural Resources notifying the city that the Upper Mississippi-Black-Root watershed has moved into the Drought Warning Response Phase as described in the Minnesota Statewide Drought Plan.

Chapter 52.20 of La Crescent's code of ordinances addresses water conservation, the purpose of the subchapter is to conserve the municipal water supply by regulating the distribution. Ordinance NO. 255 regulates the conservation of water from the municipal water system. On Friday August 4<sup>th</sup> 2023, we enacted the phase 1 watering restrictions called out in ordinance NO. 255 until further notice.

"In instances where watering restrictions are imposed, residences having even-numbered addresses shall be permitted to water only during the prescribed hours on even numbered days; and residences having odd numbered addresses shall be permitted to water during the prescribed hours on odd number days, with no lawn watering permitted on the 31<sup>st</sup> day of the month."

The City of La Crescent is required to implement water reduction actions with a goal of reducing water use to 50% above January levels.

January Level: 10,878,000  
June 2023: 16,269,000  
July 2023: 14,778,000  
Last 30 days: 14,485,000  
Goal: 16,317,000

The City of La Crescent has not experienced this level of drought since 2004, The National Weather Service estimates a precipitation deficit of 6-13 inches along and south I-90; between April 1<sup>st</sup> and August 8<sup>th</sup>.

We will continue to monitor the ongoing drought and update the City Council if further action is required. Attached; letter from the DNR, Letter to the public, Code of ordinances chapter 52.20-52.25, Ordinance NO. 255, Minnesota drought map and watershed map.





August 4, 2023

Dear water suppliers in the Upper Mississippi-Black-Root watershed,

This is a notification that due to prolonged dry weather that has resulted in expansion of severe drought, the Upper Mississippi-Black-Root watershed is moving to the *Drought Warning Response Phase* as described in the Minnesota Statewide Drought Plan.

### Water Supplier Actions Needed

The State Drought Plan specifies actions that water suppliers must implement once the state is elevated to *Drought Warning Response Phase*.

1. **Water Suppliers of a Population over 1,000** - Public water suppliers implement appropriate water use restrictions contained in their Water Supply Plan.
  - a. Your plan can be found in your MPARS account, under the Attachments tab.
  - b. Begin implementing your Water Supply demand reduction measures in Plan Part 2 (Table 22). These actions can be supported by measures that are identified in the Water Supply Plan, Part 3 Water Conservation.
2. **All Water Suppliers** - Public water suppliers will implement water use reduction actions with a goal of reducing water use to 50% above January levels.
  - a. For example: A city uses 4 million gallons of water in January, and normally uses 6.8 million in August. During the *Drought Warning* they should only use 6 million gallons in August.
  - b. Communicate to your community the importance of implementing water conservation measures. Websites with water conservation messages: DNR Water Conservation webpage and <https://www.ready.gov/drought>

Significant demand reduction is achievable by restricting or banning non-essential outdoor water use, especially lawn irrigation, power washing buildings, car washing and swimming pool filling. Encourage customers to fix leaks, install water saving devices and water-efficient appliances. Have conversations with your biggest water users and ask them how they might reduce water use, especially during peak times.

Use a variety of communication methods: Large exterior signs around the community, mailing/emailing all customers, radio station announcements, Facebook posts or other social media, and news release to any local paper. Explain the critical situation and that you need everyone's help. Ask customers to conserve water as much as possible.

#### Other Suggestions:

- During times of severe drought, monitor your water levels closely. Keep in mind that water quality may be impacted by increased concentrations of contaminants.
- Please alert your local DNR hydrologists to any water supply concerns or issues during the summer.
- Sign up to receive GovDelivery updates about drought in Minnesota, drought preparations and response, and important ways to conserve water.



Best regards,

**Randall Doneen**

Conservation Assistance and Regulations (CAR) Section Manager | Ecological & Water Resources

Phone: 651-295-9437

Email: [randall.doneen@state.mn.us](mailto:randall.doneen@state.mn.us)

[mndnr.gov](http://mndnr.gov)



The Minnesota Department of Natural Resources has declared a severe drought for the Upper Mississippi -Black -Root watershed.

The City of La Crescent is enacting Ordinance NO. 255; Authorizing the City of La Crescent to invoke emergency restrictions for the conservation of water from the municipal water system until further notice.

"In instances where watering restrictions are imposed, residences having even-numbered addresses shall be permitted to water only during the prescribed hours on even numbered days; and residences having odd numbered addresses shall be permitted to water during the prescribed hours on odd number days, with no lawn watering permitted on the 31<sup>st</sup> day of the month."

Watering hours are from 4:00 PM to Midnight

The City of La Crescent encourages customers to eliminate all non-essential outdoor water usage, fix leaks, install water saving devices and water-efficient appliances.

Attached are websites that have other ways to conserve water.

Thank you for your cooperation,

A handwritten signature in black ink, appearing to read "Tyler Benish".

Tyler Benish

City of La Crescent

Public Works Director

[TBenish@cityoflacrescent-mn.gov](mailto:TBenish@cityoflacrescent-mn.gov)

[https://www.dnr.state.mn.us/waters/watermgmt\\_section/appropriations/water-conservation-residents.html](https://www.dnr.state.mn.us/waters/watermgmt_section/appropriations/water-conservation-residents.html)

<https://www.ready.gov/drought>

## WATER CONSERVATION

### § 52.20 PURPOSE.

The purpose of this subchapter is to conserve the municipal water supply by regulating the distribution thereof to the end that there is a continuous supply of good quality, potable water for human consumption and all other domestic purposes, for firefighting and fire prevention, watering of lawns and gardens and miscellaneous purposes, domestic and commercial.

(Ord. 255, passed 7-18-88)

### § 52.21 EMERGENCY RESTRICTIONS AUTHORIZED.

(A) The City Council is hereby authorized to invoke emergency restrictions under circumstances where, in the discretion of the City Council, the water supply is deemed insufficient to meet, among other needs, the purposes enumerated in this subchapter.

(B) Such emergencies may, in the discretion of the City Council, be addressed in two phases:

- (1) *Phase I.* Imposition of water usage restrictions; and
- (2) *Phase II.* Bans on certain kinds of water usages.

(Ord. 255, passed 7-18-88)

### § 52.22 IMPOSITION OF RESTRICTIONS AND BANS.

(A) *Phase I. Imposition of water usage restrictions.*

(1) In instances where restrictions are deemed to be adequate measures to accomplish the objectives of this regulation, the watering of lawns and gardens shall be either between the hours of 4:00 p.m. to 12:00 a.m., or from 6:00 p.m. to 10:00 p.m.

(2) In instances where watering restrictions are imposed, residences having even-numbered addresses shall be permitted to water only during the prescribed hours on even numbered days, and residences having odd-numbered addresses shall be permitted to water only during the prescribed hours on odd numbered days, with no lawn watering permitted on the 31st day of a month having 31 days.

(B) *Phase II - water usage bans.*

- (1) Total ban on lawn watering;
- (2) Total ban on garden, shrub and tree watering;
- (3) Total ban on car washing and other outside washing and spraying activities;
- (4) Total ban on filling of pools of any size;

(5) The discontinuance of watermain flushing by the city, and discontinuance of other municipal large volume water usage such as Fire Department training activities.

(Ord. 255, passed 7-18-88)

### § 52.23 IMPLEMENTATION OF RESTRICTIONS AND BANS.

(A) The emergency measures enumerated in § 52.22, or anyone or combination thereof or all of the measures, may be initiated by and at the direction of the City Council or by the Public Works Director under specific direction and guidelines established by City Council resolution duly enacted.

(B) The City Council resolution referred to in division (A) of this section, notices of imposition of restrictions and notices of violations of the provisions of this subchapter shall recite with specificity the particular restrictions imposed or violated.

(Ord. 255, passed 7-18-88)

#### **§ 52.24 EXCEPTIONS.**

Special watering permits may be granted by the City Council for newly seeded or sodded areas and newly planted trees, but such exceptions shall not be issued for periods greater than two weeks. In the case of special watering permits, watering shall be allowed daily from 4:00 p.m. to 12:00 a.m., or as otherwise specified and subject to such other conditions as may be set forth in such special permit.

(Ord. 255, passed 7-18-88)

#### **§ 52.25 ENFORCEMENT.**

(A) Persons violating any provision of this subchapter shall be given written notice with specifications of the violations and an order warning to cease and desist. This provision for issuing a warning shall not preclude the City Council from ordering the immediate prosecution of violators without prior warning where the circumstances warrant and the City Council resolution, referred to in this subchapter, recites a finding to such effect.

(B) Persons convicted of any violations of any provision of this subchapter shall be deemed guilty of a petty misdemeanor and shall be punished in accordance with the laws of the state appertaining together with the costs of prosecution.

(Ord. 255, passed 7-18-88)

ORDINANCE NO. 255

AN ORDINANCE OF THE CITY OF LA CRESCENT ESTABLISHING  
REGULATIONS FOR THE CONSERVATION OF WATER FROM THE  
MUNICIPAL WATER SYSTEM OF THE CITY AND PROVIDING  
PENALTIES FOR THE VIOLATION THEREOF

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

SECTION I. PURPOSE. The purpose of this ordinance is to conserve the municipal water supply by regulating the distribution thereof to the end that there is a continuous supply of good quality, potable water for human consumption and all other domestic purposes, for firefighting and fire prevention, watering of lawns and gardens and miscellaneous purposes, domestic and commercial.

SECTION II. EMERGENCY RESTRICTIONS AUTHORIZED. THE City Council is hereby authorized to invoke emergency restrictions under circumstances where, in the discretion of the City Council, the water supply is deemed insufficient to meet, among other needs, the purposes enumerated in Section I supra. Such emergencies may, in the discretion of the City Council, be addressed in two phases:

Phase I: Imposition of water usage restrictions; and

Phase II: Bans on certain kinds of water usages.

SECTION III. A. PHASE I - IMPOSITION OF RESTRICTIONS AND  
BANS.

In instances where restrictions are deemed to be adequate measures to accomplish the objectives of this regulation, the watering of lawns and gardens shall be restricted either:

1. Between the hours of 4:00 o'clock P.M. to midnight; or
2. From 6:00 o'clock P.M. to 10:00 o'clock P.M.

In instances where watering restrictions are imposed, residences having even-numbered addresses shall be permitted to water only during the prescribed hours on even numbered days; and residences having odd-numbered addresses shall be permitted to water only during the prescribed hours on odd numbered days, with no lawn watering permitted on the 31st day of a month having 31 days.

B. PHASE II - WATER USAGE BANS.

1. Total ban on lawn watering;
2. Total ban on garden, shrub and tree watering;
3. Total ban on car washing and other outside washing and spraying activities;
4. Total ban on filling of pools of any size;
5. The discontinuance of watermain flushing by the City, and discontinuance of other municipal large volume water usage such as Fire Department training activities.

SECTION IV. IMPLEMENTATION OF RESTRICTIONS AND BANS

A. The emergency measures enumerated in Paragraph A and Paragraph B, Section III supra, or anyone or combination thereof or all of said measures, may be initiated by and at the direction of the City Council (or by the City Public Works Director under specific direction and guidelines established) by City Council resolution duly enacted.

B. The City Council resolution referred to in Paragraph A of this Section, notices of imposition of restrictions and notices of violations of the provisions of this ordinance shall recite with specificity the particular restriction(s) imposed and/or violated.



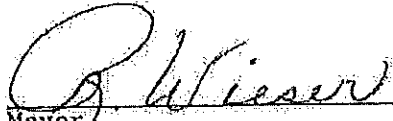
SECTION V. ENFORCEMENT. Persons violating any provision of this ordinance shall be given written notice with specifications of the violation(s) and order--warning to cease and desist. This provision for issuing a warning shall not preclude the City Council from ordering the immediate prosecution of violators without prior warning where the circumstances warrant and the City Council resolution, referred to supra, recites a finding to such effect.

Persons convicted of any violations of any provision of this Ordinance shall be deemed guilty of a petty misdemeanor and shall be punished in accordance with the laws of the State of Minnesota appertaining together with the costs of prosecution.

SECTION VI. EXCEPTIONS. Special watering permits may be granted by the City Council for newly seeded or sodded areas, newly planted trees, but such exceptions shall not be issued for periods greater than two weeks. In the case of special watering permits, watering shall be allowed daily from 4:00 o'clock P.M. to midnight, or as otherwise specified and subject to such other conditions as may be set forth in such special permit.

Passed and enacted this 18th day of July, 1988.

APPROVED:

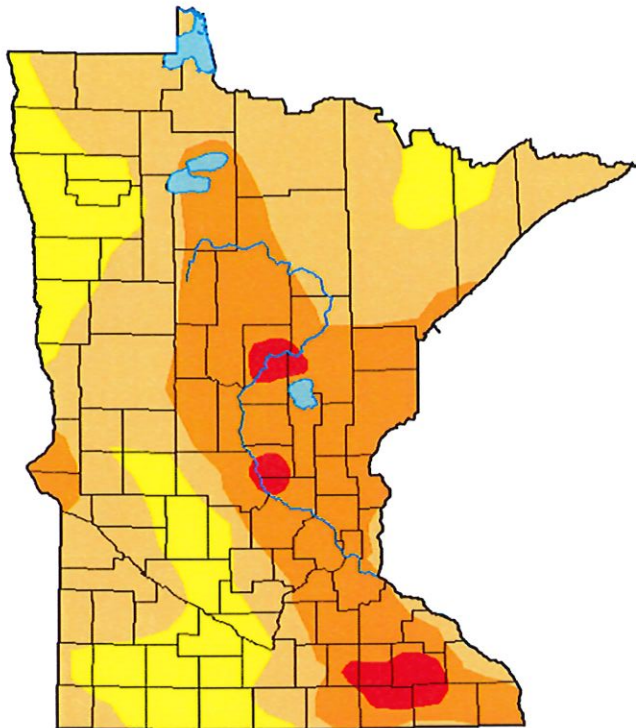
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk-Administrator

# U.S. Drought Monitor Minnesota

**August 1, 2023**  
(Released Thursday, Aug. 3, 2023)  
Valid 8 a.m. EDT



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	79.71	33.62	2.89	0.00
Last Week 07-25-2023	0.00	100.00	80.32	29.66	1.49	0.00
3 Months Ago 05-02-2023	59.70	40.30	1.60	0.00	0.00	0.00
Start of Calendar Year 01-01-2023	29.19	70.81	44.90	15.91	0.00	0.00
Start of Water Year 09-27-2022	45.67	54.33	22.48	4.37	0.00	0.00
One Year Ago 08-02-2022	65.84	34.16	13.83	4.02	0.00	0.00

## Intensity:

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

## Author:

Brian Fuchs  
National Drought Mitigation Center



[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)

