

# CITY OF LA CRESCENT

## AGENDA

### REGULAR MEETING

LA CRESCENT COMMUNITY BUILDING

336 SOUTH FIRST STREET

SEPTEMBER 11, 2023

5:00 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 – AUGUST 28, 2023
- 1.2 BILLS PAYABLE THROUGH SEPTEMBER 8, 2023
- 1.3
- 1.4

### **2. PUBLIC HEARING/MEETING**

### **3. ITEMS FOR CONSIDERATION**

- 3.1 LA CRESCENT LIBRARY – SUMMER READING RECAP
- 3.2 SHORT TERM RENTAL/LODGING TAX ORDINANCE
- 3.3 PLANNING COMMISSION MINUTES – SEPTEMBER 5, 2023
- 3.4 RESOLUTION – WAGON WHEEL FINAL PLAT
- 3.5 RESOLUTION – HORSE TRACK MEADOWS NORTH FINAL PLAT
- 3.6 SEWER AGREEMENT – CITY OF LA CROSSE
- 3.7 AUTHORIZE EXPENDITURE - SEWER EQUIPMENT
- 3.8 WINTER PARKING RESTRICTIONS – NORTH 3<sup>RD</sup> STREET
- 3.9 STATE OF MINNESOTA – JOINT POWERS AGREEMENT
- 3.10
- 3.11

### **4. UNFINISHED BUSINESS**

- 4.1

**CITY OF LA CRESCENT**  
**AGENDA**  
**REGULAR MEETING**  
**LA CRESCENT COMMUNITY BUILDING**  
**336 SOUTH FIRST STREET**  
**SEPTEMBER 11, 2023**  
**5:00 P.M.**

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**5. MAYOR'S COMMENTS**

5.1

**6. STAFF CORRESPONDENCE/COMMITTEE UPDATES**

6.1 EXPLORE LA CROSSE

6.2 SHORE ACRES ROAD – TRAIN BRIDGE

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**

# 1.1

MINUTES, REGULAR MEETING  
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA  
AUGUST 28, 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 August was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent Community Building, La Crescent, Minnesota, on Monday, August 28th, 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, Public Works Director Tyler Benish, and Administrative Assistant Chris Fortsch.

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 – AUGUST 14, 2023
- 1.2 BILLS PAYABLE THROUGH – AUGUST 25, 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 Williams, 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 – SHORT-TERM RENTAL ORDINANCE**

The following citizens attended the City Council meeting and addressed City Council regarding the Short-Term Rental Ordinance: Angela Machi, Jeff Holthaus, and Dave Hanifl.

City Attorney Skip Wieser reviewed with City Council the draft amendments to both the Lodging Tax Ordinance and the Short-Term Rental Ordinance. The Ordinances will be brought back at the September 11, 2023, City Council meeting.

### **ITEM 3.2 – AGENDA REQUEST – LA CRESCENT ANIMAL RESCUE**

Kelsey Bolton from La Crescent Animal Rescue (LAR) addressed City Council regarding the agreement between the City and LAR.

City Attorney Skip Wieser reviewed with City Council a draft lease agreement prepared by the City between the City of La Crescent and the La Crescent Animal Rescue. The proposed lease agreement is similar to the agreements that the City currently has between Lancer Youth Hockey and Healthy Community Partnership. In both instances, Lancer Youth Hockey and Healthy Community Partnership pay all the utility costs associated with operating their respective facility. The agreement will be brought back to the City Council in approximately forty-five (45) days.

### **ITEM 3.3 – AGENDA REQUEST – TIM DWYER/RAILROAD ACTIVITIES**

The following citizens attended the City Council meeting and addressed City Council regarding the railroad activities along Shore Acres: Tim Dwyer and Dave Hanifl.

City Engineer Tim Hruska will be attending the October 9, 2023, City Council meeting and will provide an update.

### **ITEM 3.4 – AGENDA REQUEST - MIKE FITZPATRICK/DOG PARK**

The following citizens attended the City Council meeting and addressed City Council regarding the city dog park: Mike Fitzpatrick, Julie Tully, Laurie Stenseth, and Ryan Rougeux.

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

**MOTION TO REFER THE LOCATION OF THE PROPOSED DOG PARK TO THE PARK AND RECREATION COMMISSION TO EVALUATE OTHER POTENTIAL SITES AND BRING BACK A RECOMMENDATION TO 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
Dale Williams	Yes
Mike Poellinger	Yes

and Member O'Donnell-Ebner voted against the same. The motion was declared duly carried by a 4-1 vote.

### **ITEM 3.5 – DONATION RESOLUTIONS**

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

#### **RESOLUTION NO. 08-23-30**

#### **RESOLUTION ACCEPTING DONATIONS MADE TO THE CITY OF LA CRESCENT WIESER MEMORIAL PARK IMPROVEMENT PROJECT 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 to the Wieser Memorial Park Improvement Project to be used for the specific purpose of improvements to the park shelter and bathroom facilities:

1. Elaine and Jim Riehle wish to donate \$5,000.00 to the Wieser Park Improvement Project.
2. An anonymous donor has agreed to reimburse the City for any additional costs for the Donor Appreciation/Recognition Event to be held at the Wieser Park Pavilion on Friday, September 8<sup>th</sup> that exceeds the current available unexpended donated funds of \$4,182. The sponsors of the project are requesting that the balance of the unexpended donated funds be used for the event.

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 28<sup>th</sup> day of August 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

The motion for the adoption of the foregoing resolution was duly seconded by Member Williams and upon a roll call vote taken and tallied by the City Administrator, the following Members 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 second Resolution regarding the acceptance of donations to the City for the month of August. Following review and discussion, Member Hutchinson introduced the following Resolution and moved its passage and adoption as follows:

**RESOLUTION NO. 08-23-31**

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

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

1. Sons of Norway wishes to donate \$50.00 to the La Crescent Fire Department.

2. Houston County wishes to donate \$100.00 to the La Crescent Police Department/Neighbor's Night Out.
3. An Anonymous Donor wishes to donate \$20.00 to the La Crescent Police Department/Neighbor's Night Out.
4. Dairyland Power Cooperative wishes to donate \$1,000.00 to the La Crescent Kayak Launch/Fishing Dock Project.
5. La Crescent Community Foundation, Inc. wishes to donate \$1,000.00 to the La Crescent Kayak/Fishing Dock Project.
6. North American Squirrel Association, Inc. (NASA) wishes to donate \$5,000.00 to the La Crescent Kayak Launch/Fishing Dock Project.
7. Rotary Works Foundation, Inc. wishes to donate \$2,000.00 to the La Crescent Kayak Launch/Fishing Dock Project

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

ADOPTED this 28<sup>th</sup> day of August 2023.

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

### **ITEM 3.6 – PUBLIC LIBRARY – REQUEST USE OF SPACE**

City Council reviewed a letter from La Crescent Library Director Jess Witkins requesting the use of the city's grassy lot located behind the library to host a storytime program with Shelley Ellingson of Windy Ridge Ranch on Saturday, September 30, 2023, from approximately 10:00 a.m. to 12:00 p.m. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

**MOTION TO APPROVE THE LIBRARY TO USE THE CITY'S GRASSY LOT LOCATED BEHIND THE LIBRARY TO HOST A STORYTIME PROGRAM WITH SHELLEY ELLINGSON OF WINDY RIDGE RANCH ON SATURDAY, SEPTEMBER 30, 2023 FROM APPROXIMATELY 10:00 A.M. TO 12:00 P.M.**

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 – JOINT POWERS AGREEMENT – STATE OF MINNESOTA**

City Attorney Wieser reviewed with City Council for approval a Joint Powers Agreement between City of La Crescent and the Minnesota Bureau of Criminal Apprehension (BCA) for the BCA to provide investigative support to the La Crescent Police Department for crimes against children. Following review and discussion, Member Williams introduced the following Resolution and moved its passage and adoption as follows:

#### **RESOLUTION NO. 08-23-32**

#### **RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF LA CRESCENT ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)**

WHEREAS, the City of La Crescent on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed



against children and the criminal exploitation on children that are committed and/or facilitated by or through the use of computers.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of La Crescent on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police Luke Ahlschlager, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Mike Poellinger, the Mayor of the City of La Crescent, and Bill Waller, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 28th day of August 2023.

CITY OF LA CRESCENT

SIGNED:

\_\_\_\_\_  
Mike Poellinger  
Mayor

ATTEST:

\_\_\_\_\_  
Bill Waller  
City Administrator

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

Ryan Hutchinson	Yes
Cherryl Jostad	Yes

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

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

### **ITEM 3.8 – CHANGE TIME FOR CITY COUNCIL MEETINGS**

City Council reviewed for approval moving the start time for City Council meetings on both the second and fourth Mondays of the month to 5:00 p.m. taking effect with the first meeting in September 2023 and continuing through the end of the year. Following discussion, Member Williams made a motion, seconded by Member Hutchinson as follows:

**MOTION TO APPROVE MOVING THE START TIME FOR CITY COUNCIL MEETINGS ON BOTH THE SECOND AND FOURTH MONDAYS OF THE MONTH TO 5:00 P.M. TAKING EFFECT WITH THE FIRST MEETING IN SEPTEMBER 2023 AND CONTINUING THROUGH THE END OF THE YEAR.**

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

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

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

### **5. MAYOR'S COMMENTS**

City Council reviewed for approval a Proclamation declaring September 8<sup>th</sup> to be recognized in the City of La Crescent as Lissencephaly Awareness Day. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Williams as follows:

**MOTION TO APPROVE A PROCLAMATION DECLARING SEPTEMBER 8<sup>TH</sup> TO BE RECOGNIZED IN THE CITY OF LA CRESCENT AS LISSENCEPHALY AWARENESS DAY.**

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 a flyer for the Wieser Park Pavilion Ribbon Cutting.
- 6.2 City Council reviewed a memo from Sustainability Coordinator Jason Ludwigson regarding the Home Energy Squad.
- 6.3 City Council reviewed the GreenStep Committee minutes from August 2<sup>nd</sup>, 2023.

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

Chamber of Commerce President Sarah DeLacey was in attendance and provided 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 7:01 P.M.

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

SIGNED:

\_\_\_\_\_  
Mayor

ATTEST:

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

#1.2



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator  
DATE: September 8, 2023  
RE: Bills Payable

A handwritten signature in blue ink, appearing to be "BW", located to the right of the header information.

Attached for review and consideration by the City Council are the bills payable for the period ending September 8, 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>A ALLEN CONSTRUCTION INC</b>						
2783	WIESER PARK PAVILION-CLAY HAULING	06/11/2023	374.00	.00		
Total 9360:			374.00	.00		
<b>ACENTEK</b>						
8/23 STMT	PUBLIC WORKS PHONE CHARGES	08/31/2023	42.89	.00		
8/23 STMT	CITY HALL PHONE CHARGES	08/31/2023	300.11	.00		
8/23 STMT	ARENA PHONE CHARGES	08/31/2023	288.81	.00		
8/23 STMT	POLICE DEPT PHONE CHARGES	08/31/2023	297.69	.00		
8/23 STMT	WATER PHONE CHARGES	08/31/2023	86.80	.00		
8/23 STMT	GOLF COURSE PHONE CHARGES	08/31/2023	420.53	.00		
8/23 STMT	STREET PHONE CHARGES	08/31/2023	43.56	.00		
8/23 STMT	LIBRARY PHONE CHARGES	08/31/2023	136.96	.00		
8/23 STMT	BRUSH SITE PHONE CHARGES	08/31/2023	36.63	.00		
8/23 STMT	SEWER PHONE CHARGES	08/31/2023	124.00	.00		
8/23 STMT	BLDG/ZNG PHONE CHARGES	08/31/2023	42.89	.00		
8/23 STMT	FIRE DEPT PHONE CHARGES	08/31/2023	453.08	.00		
8/23 STMT	LICENSE BUREAU CHARGES	08/31/2023	162.54	.00		
8/23 STMT	POOL PHONE CHARGES	08/31/2023	147.73	.00		
8/23 STMT	CITY -PARKS WIFI INSTALL- 3 TOTAL	08/31/2023	8,441.27	.00		
Total 24:			11,025.49	.00		
<b>AFLAC</b>						
8/23 STMT	INSURANCE PREMIUMS	09/01/2023	42.00	.00		
Total 72:			42.00	.00		
<b>AFSCME</b>						
8/23 DUES	PAYROLL DEDUCTED UNION DUES	09/01/2023	710.01	.00		
Total 25:			710.01	.00		
<b>AIRGAS USA LLC</b>						
9141292036	FD - MEDICAL SUPPLIES	08/22/2023	175.71	.00		
Total 1802:			175.71	.00		
<b>ALL SEASONS WINDOW CLEANING</b>						
08/2/23	CITY - WINDOW CLEANING	08/02/2023	250.00	.00		
Total 10046:			250.00	.00		
<b>ALL STAR PRO GOLF INC</b>						
INV34614	GC- GOLF EQUIPMENT FOR RESALE	08/29/2023	373.89	.00		
Total 51:			373.89	.00		
<b>AMAZON CAPITAL SERVICES</b>						
11JD-RY9M-LML	WIESER PARK- DONOR EVENT	08/29/2023	79.41	.00		
144F-W1FM-GW	CITY - OFFICE SUPPLIES	08/24/2023	40.58	.00		
171Q-JKRQ-Q9Q	CITY - OFFICE FURNITURE	08/22/2023	149.54	.00		
1763-VTP4-6QR	MAINTENCE- TWO WAY RADIO BATTERIES	08/09/2023	159.96	.00		
17P7-FKJM-GL3	CITY - OFFICE SUPPLIES	08/22/2023	74.95	.00		
1FPH-Q4C4-W76	CITY - OFFICE SUPPLIES	08/26/2023	21.36	.00		
1G47-NYLK-RY3	LIBRARY - OFFICE SUPPLIES	08/30/2023	25.96	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1HGT-ML4V-P6Y	LIBRARY - OFFICE SUPPLIES	08/25/2023	18.99	.00		
1KN4-JPFK-DFP	LIBRARY - BOOKS	08/28/2023	16.59	.00		
1NR4-L9MY-NC	LIBRARY - CLEANING SUPPLIES	08/22/2023	187.49	.00		
1PCX-YW9G-K9	WIESER PARK- TRASH CAN LIDS	08/21/2023	225.64	.00		
1PLJ-VT36-NJF4	LIBRARY - OFFICE SUPPLIES	08/22/2023	39.99	.00		
1W79-M4X6-6XV	CITY - OFFICE SUPPLIES- CREDIT	08/06/2023	138.19-	.00		
1X9W-6GGV-647	CITY- PORTABLE HARDDRIVES FOR NETWORK SYSTEM	08/23/2023	629.94	.00		
1XH3-QXXL-6X3	WIESER PARK- DONOR EVEN	08/14/2023	122.20	.00		
Total 9956:			1,654.41	.00		
<b>AUTO VALUE LA CROSSE</b>						
516459299	MAINT - BELT FOR 4700D MOWER	07/27/2023	24.99	.00		
Total 2106:			24.99	.00		
<b>BATTERIES PLUS</b>						
P65156304	CITY HALL- OFFICE SUPPLIES	08/23/2023	341.83	.00		
Total 9428:			341.83	.00		
<b>BAUER'S MARKET &amp; NURSERY, INC.</b>						
58938	PARKS- PLANTER FLOWERS	05/22/2023	95.76	.00		
58941	WIESER PARK- PLANTER BOXES/PLANTING	08/25/2023	293.86	.00		
Total 133:			389.62	.00		
<b>BLOOM, LYLE</b>						
2023 BOOTS	WORK BOOT REIMB- 2023 LYLE BLOOM	06/09/2023	79.99	.00		
Total 8887:			79.99	.00		
<b>BLUFF COUNTRY LLC</b>						
141554	PINE CREEK PRAIRIE MOWING	08/28/2023	380.00	.00		
Total 9777:			380.00	.00		
<b>BOBCAT OF THE COULEE REGION</b>						
01-65128	BOBCAT REPAIR	08/07/2023	105.23	.00		
01-65256	BOBCAT NEW TIRES ON 5595	08/10/2023	1,866.56	.00		
01-65330	BOBCAT REPAIR	08/14/2023	239.17	.00		
01-65355	PARKS - STUMP GRINDER RENTAL	08/14/2023	225.00	.00		
Total 216:			2,435.96	.00		
<b>BOB'S SERVICE</b>						
583485	GARBAGE DISPOSAL- COMMUNITY BUILDING	08/30/2023	90.00	.00		
583486	POOL- DRINKING FOUNTAIN	08/30/2023	329.40	.00		
Total 8841:			419.40	.00		
<b>BREYER'S SALES AND SERVICE INC</b>						
17789	WORK GLOVES- TYLER	08/01/2023	24.99	.00		
17834	PARKS - WEED WACKER PARTS	08/10/2023	22.38	.00		
17834	PARKS - OIL	08/10/2023	83.97	.00		
17874	PARKS - MOWER REPAIR	08/21/2023	702.15	.00		
17887	PARKS - REPAIR TRIMMER	08/23/2023	49.90	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
17903	PARKS - MOWER PARTS	08/25/2023	72.45	.00		
Total 131:			955.84	.00		
<b>CENTERVILLE HOMES, INC</b>						
2022-602	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 10129:			500.00	.00		
<b>CITY OF LA CRESCENT</b>						
8/23 ANIMAL	WATER/SEWER UTIL.-ANIMAL SHELTER	08/31/2023	300.81	.00		
8/23 OLD HICKO	WATER/SEWER UTIL.-OLD HICKORY PARK SHELTER	08/31/2023	151.75	.00		
9/6/23 BLDG PE	DETACHED GARAGE DEMO- GRANDVIEW	09/06/2023	1.00	.00		
Total 196:			453.56	.00		
<b>CITY TREASURER'S OFFICE</b>						
191675	SEWER CONNECTIONS- 13 NEW SEWER	06/30/2023	9,490.00	.00		
Total 1086:			9,490.00	.00		
<b>CLASSIC ROCK PRODUCTS INC</b>						
1000	PARKS - LANDSCAPE MATERIAL	08/15/2023	1,163.97	.00		
Total 278:			1,163.97	.00		
<b>COLEMAN CUSTOM HOMES</b>						
2023-766	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 9841:			500.00	.00		
<b>CORE &amp; MAIN LP</b>						
S376322	WATER METER RADIOS	08/01/2023	4,805.53	.00		
Total 9647:			4,805.53	.00		
<b>CORKY'S PIZZA &amp; ICE CREAM</b>						
08/19/23	PD- PIZA FOR OFFICERS-MISSING CHILD WINONA	08/28/2023	47.60	.00		
Total 241:			47.60	.00		
<b>CUSTOM ALARM</b>						
556398	GC - MONTHLY ALARM MONITORING SYSTEM	09/01/2023	41.34	.00		
Total 290:			41.34	.00		
<b>DALCO ENTERPRISES INC</b>						
4116326	WIESER PARK - HAND SOAP	08/03/2023	9.54	.00		
4118597	WIESER PARK - HAND SOAP	08/09/2023	9.54	.00		
4126595	WIESER PARK - SANITARY NAPKIN PLASTIC RECEPTAC	08/29/2023	111.47	.00		
Total 313:			130.55	.00		
<b>DOBECK, RHODA</b>						
8/23 LIBRARY	LIBRARY- CLEANING	08/31/2023	187.50	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 10098:			187.50	.00		
<b>DRIFTLESS AREA NATIVES</b>						
000034	WIESER PARK PAVILION PLANTINGS	08/29/2023	590.00	.00		
Total 9895:			590.00	.00		
<b>E O JOHNSON CO.</b>						
INV1395609	DUO AUTHENTICATION- STREETS	09/06/2023	10.80	.00		
INV1395609	DUO AUTHENTICATION- FIRE	09/06/2023	45.90	.00		
INV1395609	DUO AUTHENTICATION- WATER	09/06/2023	10.80	.00		
INV1395609	DUO AUTHENTICATION- GC	09/06/2023	27.00	.00		
INV1395609	DUO AUTHENTICATION- B&Z	09/06/2023	15.80	.00		
INV1395609	DUO AUTHENTICATION- POLICE	09/06/2023	70.20	.00		
INV1395609	DUO AUTHENTICATION- CLERK	09/06/2023	32.00	.00		
INV1395609	DUO AUTHENTICATION- SEWER	09/06/2023	10.80	.00		
INV1395609	DUO AUTHENTICATION- PUB WORKS	09/06/2023	10.80	.00		
INV1395609	DUO AUTHENTICATION- LIC BUR	09/06/2023	45.90	.00		
Total 8614:			280.00	.00		
<b>E O JOHNSON CO INC - LEASE</b>						
34749537	CITY HALL - COPY MACHINE MAINT	08/20/2023	186.18	.00		
34749537	SEWER DEPT - COPY MACHINE MAINT	08/20/2023	74.48	.00		
34749537	WATER DEPT - COPY MACHINE MAINT	08/20/2023	74.48	.00		
34749537	POLICE - COPY MACHINE MAINT	08/20/2023	111.70	.00		
34749537	PUBLIC WORKS - COPY MACHINE MAINT	08/20/2023	111.70	.00		
34749537	BLDG/ZNG - COPY MACHINE MAINT	08/20/2023	111.70	.00		
34749537	FIRE DEPT - COPY MACHINE MAINT	08/20/2023	74.48	.00		
Total 9397:			744.72	.00		
<b>EARL F ANDERSEN INC</b>						
0133163-IN	STREET MARKERS	07/06/2023	724.35	.00		
0133768-IN	WIESER PARK- SIGNS	08/30/2023	61.95	.00		
Total 404:			786.30	.00		
<b>FIVE STAR TELECOM INC</b>						
54226	TECH SUPPORT MAINTENANCE	05/23/2023	132.00	.00		
54775	RELOCATE COUNCIL CHAMBER CAMERAS	09/01/2023	1,345.27	.00		
54779	WIESER PARK - SECURITY CAMERAS	09/01/2023	130.00	.00		
Total 9587:			1,607.27	.00		
<b>FURTH, SAMUEL</b>						
8/1/23-8/31/23	KEEP COMPANY INTERN	08/31/2023	1,005.00	.00		
Total 10107:			1,005.00	.00		
<b>GOPHER STATE ONE-CALL</b>						
3080516	SEWER - LOCATE	08/31/2023	36.45	.00		
3080516	WATER - LOCATE	08/31/2023	36.45	.00		
Total 620:			72.90	.00		



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>GRAF ELECTRIC, INC.</b>						
20905	POWER OUTAGE FOR RADIO CONTROL/WATER RESERV	08/21/2023	181.00	.00		
20906	STREET LIGHT REPAIRS	08/14/2023	459.50	.00		
Total 619:			640.50	.00		
<b>GUNDERSEN LUTHERAN</b>						
5/23 STMT	TIF REIMB. - SITE IMP. 45%	08/01/2023	7,512.05	7,512.05	08/28/2023	
Total 1157:			7,512.05	7,512.05		
<b>HETH JR., JENNIFER &amp; ROBERT</b>						
5/23 STMT	TIF REIMB - SITE IMP. - 90%	08/01/2023	3,771.68	3,771.68	08/28/2023	
Total 8951:			3,771.68	3,771.68		
<b>HILLTOPPER REFUSE &amp; RCYL SRVC</b>						
8/23 BAGS	MONTHLY REFUSE P/U	08/31/2023	4,554.00	.00		
8/23 GOLF	RECYCLING&REFUSE P/U GOLF COURSE	08/31/2023	216.13	.00		
8/23 STMT	REFUSE P/U ARENA	08/31/2023	148.30	.00		
8/23 STMT	REFUSE P/U ANIMAL SHELTER	08/31/2023	74.19	.00		
8/23 STMT	REFUSE P/U CITY HALL	08/31/2023	66.41	.00		
8/23 STMT	REFUSE P/U PARKS	08/31/2023	148.30	.00		
8/23 STMT	RECYCLING P/U FIRE DEPT	08/31/2023	16.00	.00		
8/23 STMT	REFUSE P/U FIRE DEPT	08/31/2023	25.00	.00		
8/23 STMT	REFUSE P/U LIBRARY	08/31/2023	10.00	.00		
8/23 STMT	REFUSE P/U MAINTENANCE	08/31/2023	223.99	.00		
8/23 STMT	CITYWIDE RECYCLING P/U	08/31/2023	7,235.20	.00		
Total 9233:			12,717.52	.00		
<b>HOMETOWN CONSTRUCTION SERVICES LLC</b>						
2023-774	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 10039:			500.00	.00		
<b>INTERNATIONAL UNION OF</b>						
8/23 DUES	GC - UNION DUES WITHHELD	09/01/2023	210.00	.00		
Total 8293:			210.00	.00		
<b>ISD #300</b>						
PL-2023-404	REFUND PL-2023-404	08/25/2023	1,000.00	1,000.00	08/30/2023	
Total 282:			1,000.00	1,000.00		
<b>KING CARPENTRY</b>						
2021-424	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 10131:			500.00	.00		
<b>KWIK TRIP INC</b>						
08/23 STMT	PARKS - FUEL	08/31/2023	643.10	.00		
08/23 STMT	SEWER - FUEL	08/31/2023	73.43	.00		
08/23 STMT	POOL - SLUSHIE MIX	08/31/2023	22.15	.00		
08/23 STMT	PD - NEIGHBORS NIGHT OUT EXPENSES	08/31/2023	21.32	.00		
08/23 STMT	B&Z - FUEL	08/31/2023	160.64	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
08/23 STMT	PD - FUEL	08/31/2023	1,547.94	.00		
08/23 STMT	WATER - FUEL	08/31/2023	73.43	.00		
08/23 STMT	STREET - FUEL	08/31/2023	772.64	.00		
08/23 STMT	FD - FUEL	08/31/2023	105.85	.00		
08/23 STMT	PD - VEHICLE MAINTENANCE	08/31/2023	32.90	.00		
Total 1014:			3,453.40	.00		
<b>LA CRESCENT ACE HARDWARE</b>						
8/23 STMT	CITY HALL - REMODEL	08/31/2023	52.96	.00		
8/23 STMT	CITY HALL - BUILDING MAINTENANCE	08/31/2023	20.48	.00		
8/23 STMT	MOUNT TOOL STATION FOR BIKES	08/31/2023	48.98	.00		
8/23 STMT	CITY HALL - REMODEL	08/31/2023	1.71	.00		
8/23 STMT	POOL - UNIFORMS	08/31/2023	9.47	.00		
8/23 STMT	GC - EQUIPMENT REPAIR	08/31/2023	101.95	.00		
8/23 STMT	SHOP TOOLS	08/31/2023	20.17	.00		
8/23 STMT	GC - EQUIPMENT REPAIR	08/31/2023	31.66	.00		
8/23 STMT	WIESER PARK - HOSE SUPPLIES	08/31/2023	48.99	.00		
8/23 STMT	SHOP TARP/ BUNGEE CORDS	08/31/2023	73.98	.00		
8/23 STMT	GC - VEHICLE MAINTENANCE	08/31/2023	6.34	.00		
8/23 STMT	CITY HALL - PAINT	08/31/2023	49.99	.00		
8/23 STMT	GC - EQUIPMENT REPAIR	08/31/2023	40.32	.00		
8/23 STMT	GC- GOLF CART MAINTENANCE	08/31/2023	10.77	.00		
8/23 STMT	WIESER PARK- SCREWS FOR PICNIC TABLES	08/31/2023	14.99	.00		
8/23 STMT	PARKS- TRIMMERS	08/31/2023	89.98	.00		
8/23 STMT	SHOP SUPPLIES	08/31/2023	73.97	.00		
8/23 STMT	GC - CHEMICALS	08/31/2023	23.96	.00		
8/23 STMT	WATER - BOOSTER STATION SUPPLIES	08/31/2023	22.98	.00		
8/23 STMT	PARKS- MOVE HOCKEY BOARDS TO LOT NEXT TO AREN	08/31/2023	14.00	.00		
8/23 STMT	CITY HALL - REMODEL	08/31/2023	29.07	.00		
8/23 STMT	POOL - CHEMICALS	08/31/2023	11.98	.00		
8/23 STMT	FD- BATTERIES	08/31/2023	41.98	.00		
8/23 STMT	GC- GOLF CART MAINTENANCE	08/31/2023	7.18	.00		
8/23 STMT	SHOP SUPPLIES	08/31/2023	12.43	.00		
8/23 STMT	CITY HALL - REMODEL	08/31/2023	44.98	.00		
8/23 STMT	COUNCIL CHAMBER- T.V. MOUNT SUPPLIES	08/31/2023	21.78	.00		
8/23 STMT	GC - CHEMICALS	08/31/2023	11.98	.00		
8/23 STMT	GC- BUILDING MAINTENANCE	08/31/2023	58.04	.00		
8/23 STMT	CITY COUNCIL MICROPHONE BATTERIES	08/31/2023	14.99	.00		
8/23 STMT	PARKS - BEE SPRAY	08/31/2023	11.98	.00		
8/23 STMT	MAINTENANCE - SHOP SUPPLIES	08/31/2023	10.78	.00		
8/23 STMT	MAINTENANCE BATTERIES	08/31/2023	18.99	.00		
8/23 STMT	GC - CHEMICALS	08/31/2023	28.15	.00		
8/23 STMT	GC- BUILDING MAINTENANCE	08/31/2023	11.99	.00		
8/23 STMT	FD - BOAT REPAIR	08/31/2023	5.99	.00		
8/23 STMT	SHOP HOSE REPAIR	08/31/2023	7.59	.00		
8/23 STMT	DRILL BIT- TO MOUNT TV AT FD	08/31/2023	21.99	.00		
8/23 STMT	PARKS- MOVE HOCKEY BOARDS TO LOT NEXT TO AREN	08/31/2023	18.99	.00		
8/23 STMT	WIESER PARK - PARKING LOT PAINTING	08/31/2023	71.15	.00		
8/23 STMT	P.D. - TV MOUNT	08/31/2023	5.58	.00		
Total 717:			1,225.24	.00		
<b>LA CRESCENT AREA EVENT CENTER, INC.</b>						
5/23 STMT	TIF REIMB. FOR CONST. COSTS 17.5%	08/01/2023	4,106.63	4,106.63	08/29/2023	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 9810:			4,106.63	4,106.63		
<b>LA CRESCENT HOTEL GROUP LLC</b>						
5/23 STMT	TIF REIMB. FOR CONST. COSTS 80%	08/01/2023	18,773.17	18,773.17	08/29/2023	
Total 9816:			18,773.17	18,773.17		
<b>LA CROSSE GLASS COMPANY INC</b>						
343451	BUS SHELTER REPAIR GLASS	08/08/2023	334.51	.00		
Total 2471:			334.51	.00		
<b>LAPHAM'S CLEANING LLC</b>						
0000001	CITY HALL - CLEANING	08/28/2023	1,200.00	.00		
Total 10121:			1,200.00	.00		
<b>LAW ENFORCEMENT LABOR SERVICES</b>						
8/23 DUES	PD - PAYROLL DEDUCTED UNION DUES	09/01/2023	405.00	.00		
Total 1134:			405.00	.00		
<b>LAXPRINT.COM</b>						
4458	FD - DECALS FOR FD VEHICLE	09/05/2023	25.91	.00		
Total 9554:			25.91	.00		
<b>LEAGUE OF MINNESOTA CITIES</b>						
2023-2024 MAYO	MEMBERSHIP MINNESOTA MAYORS ASSOCIATION	09/01/2023	30.00	.00		
388836	2023-2024 MEMBERSHIP DUES	09/01/2023	6,501.00	.00		
Total 1117:			6,531.00	.00		
<b>LEAGUE OF MN CITIES INS TRUST</b>						
COMM ON WC 2	COMMISSION ON WC REFUND 2021/2022	08/31/2023	29.72	.00		
Total 1116:			29.72	.00		
<b>LUDWIGSON, JASON</b>						
8/1/23-8/31/23	MILEAGE	08/31/2023	246.28	.00		
8/1/23-8/31/23	SUSTAINABILITY SERVICES	08/31/2023	4,392.96	.00		
Total 9632:			4,639.24	.00		
<b>MENARDS-LA CROSSE</b>						
88115	CITY HALL - REMODEL	08/23/2023	111.24	.00		
Total 1352:			111.24	.00		
<b>MICROMARKETING, LLC</b>						
929762	LIBRARY - BOOKS GRANT FUNDED	08/10/2023	35.65	.00		
930665	LIBRARY - BOOKS GRANT FUNDED	08/22/2023	31.40	.00		
Total 10060:			67.05	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>MIENERGY COOPERATIVE</b>						
MR 1084 #108	FIRE STATION RENOVATION LOAN	09/01/2023	3,000.00	.00		
Total 9578:			3,000.00	.00		
<b>MINNESOTA CHILD SUPPORT PAYMENT CENTER</b>						
9/5/23 P/R00156	MN CHILD SUPPORT	09/05/2023	640.97	640.97	09/05/2023	
Total 9597:			640.97	640.97		
<b>MINNESOTA ENERGY RESOURCES INC</b>						
7/23 STMT	ANIMAL SHELTER - GAS UTILITIES	07/31/2023	59.86	59.86	08/28/2023	
7/23 STMT	ABNET RESTROOMS - GAS UTILITIES	07/31/2023	32.39	32.39	08/28/2023	
7/23 STMT	COMMUNITY BLDG - GAS UTILITIES	07/31/2023	59.77	59.77	08/28/2023	
7/23 STMT	CONTROL BLDG - GAS UTILITIES	07/31/2023	28.15	28.15	08/28/2023	
7/23 STMT	ICE ARENA - GAS UTILITIES	07/31/2023	386.80	386.80	08/28/2023	
7/23 STMT	MAINT BLDG - GAS UTILITIES	07/31/2023	59.77	59.77	08/28/2023	
7/23 STMT	POOL - GAS UTILITIES	07/31/2023	2,115.40	2,115.40	08/28/2023	
7/23 STMT	PUMP HOUSE MCINTOSH	07/31/2023	31.32	31.32	08/28/2023	
7/23 STMT	PUMP HOUSE ORCHARDVIEW	07/31/2023	23.91	23.91	08/28/2023	
7/23 STMT	LIBRARY - GAS UTILITIES	07/31/2023	27.08	27.08	08/28/2023	
7/23 STMT	CITY - GAS UTILITIES	07/31/2023	59.77	59.77	08/28/2023	
Total 8171:			2,884.22	2,884.22		
<b>MINNESOTA RURAL WATER ASSOC.</b>						
9/1/2023 DORSC	WATER SCHOOL REFRESHER- DORSCHNER	09/01/2023	255.00	.00		
Total 1361:			255.00	.00		
<b>MN DEPT OF LABOR AND INDUSTRY</b>						
ABR0309322X	ANNUAL AIR COMPRESSOR TANK INSPECTIONS	08/26/2023	40.00	.00		
Total 1320:			40.00	.00		
<b>MTI DISTRIBUTING INC</b>						
1398009-00	PARKS - LAWN MOWER PARTS	08/03/2023	295.86	.00		
Total 1330:			295.86	.00		
<b>NCPERS GROUP LIFE INSURANCE</b>						
8/23 STMT	LIFE INSURANCE PREMIUMS	09/01/2023	128.00	.00		
Total 1619:			128.00	.00		
<b>NORTHERN BEVERAGE DISTRIBUTING</b>						
1176325	GC - BEER FOR RESALE	08/31/2023	970.70	.00		
Total 2311:			970.70	.00		
<b>OESTERLE, LAVERN</b>						
188071	PARKS - BALES OF STRAW	08/28/2023	910.00	.00		
Total 8963:			910.00	.00		
<b>PEPSI-COLA BOTTLING COMPANY</b>						
9135804	GC - POP FOR RESALE	08/07/2023	421.75	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
9137082	GC - POP FOR RESALE	08/14/2023	765.70	.00		
9138469	GC - POP FOR RESALE	08/21/2023	434.55	.00		
9139808	GC - POP FOR RESALE	08/28/2023	576.75	.00		
Total 1615:			2,198.75	.00		
<b>PERFORMANCE FOODSERVICE</b>						
496500	GC - CLEANING SUPPLIES	08/09/2023	151.41	.00		
496500	GC - COFFEE FOR RESALE AND CLUBHOUSE	08/09/2023	159.00	.00		
513943	GC - FOOD FOR RESALE AND CLUBHOUSE	09/01/2023	110.16	.00		
513943	GC - CLEANING SUPPLIES	09/01/2023	72.98	.00		
Total 10087:			493.55	.00		
<b>POELLINGER INC</b>						
23025.01	SPRING POOL REPAIRS 2023	07/26/2023	3,847.00	.00		
Total 1608:			3,847.00	.00		
<b>PROLOGUE PLANNING GROUP</b>						
8/1/23-8/31/23	ECONOMIC DEVELOPMENT SERVICES	08/31/2023	3,536.00	.00		
Total 10006:			3,536.00	.00		
<b>REARDON, THOMAS AND BARBARA</b>						
2022-742	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 10128:			500.00	.00		
<b>SAM'S CLUB</b>						
8/23 STMT	GC- FOOD FOR RESALE	08/30/2023	17.02	17.02	08/30/2023	
8/23 STMT	GC - SNACKS FOR RESALE	08/30/2023	22.16	22.16	08/30/2023	
8/23 STMT	GC - SNACKS FOR RESALE	08/30/2023	36.96	36.96	08/30/2023	
8/23 STMT	GC- FOOD FOR RESALE	08/30/2023	16.22	16.22	08/30/2023	
8/23 STMT	MAINTENANCE - COFFEE	08/30/2023	55.96	55.96	08/30/2023	
8/23 STMT	PARKS - TRASH BAGS	08/30/2023	339.70	339.70	08/30/2023	
Total 1861:			488.02	488.02		
<b>SCHOTT DISTRIBUTING CO., INC.</b>						
533149	GC - BEER FOR RESALE	08/03/2023	460.60	.00		
535303	GC - BEER FOR RESALE	08/17/2023	569.90	.00		
537429	GC - BEER FOR RESALE	08/31/2023	514.60	.00		
Total 1931:			1,545.10	.00		
<b>SOUTHEAST LIBRARIES COOP</b>						
051576	LIBRARY - LIMITED ACCESS LINE	09/01/2023	791.52	.00		
Total 1962:			791.52	.00		
<b>TACTICAL SOLUTIONS</b>						
9803	PD - CERTIFICATION/MAINTENANCE	08/22/2023	273.00	.00		
Total 9345:			273.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>TOSTRUD &amp; TEMP S.C.</b>						
2000042797	CITY - AUDIT SERVICES/PARTIAL PAYMENT 2022	08/30/2023	9,000.00	.00		
Total 2003:			9,000.00	.00		
<b>TRI-STATE BUSINESS MACHINES IN</b>						
580856	DMV - COPY/PRINTER	08/28/2023	72.87	.00		
Total 2024:			72.87	.00		
<b>ULINE</b>						
167637302	B&Z - OFFICE SUPPLIES	08/24/2023	382.46	.00		
167637302	WIESER PARK PAVILLION- TRASH CAN LIDS	08/24/2023	269.46	.00		
Total 9422:			651.92	.00		
<b>UNITED STATES POSTMASTER</b>						
8/23 CYCLE 1	POSTAGE - WATER/SEWER BILL	08/31/2023	187.17	187.17	08/31/2023	
8/23 CYCLE 1	POSTAGE - WATER/SEWER BILL	08/31/2023	187.17	187.17	08/31/2023	
Total 2102:			374.34	374.34		
<b>VERIZON WIRELESS</b>						
9943112164	PD - COMPUTER DATA & PHONE SERVICE	08/28/2023	498.03	.00		
9943112164	WATER DEPT - DATA	08/28/2023	35.01	.00		
9943112164	SEWER DEPT - DATA	08/28/2023	35.01	.00		
9943112164	B&Z - COMPUTER DATA	08/28/2023	50.02	.00		
Total 8973:			618.07	.00		
<b>VISA</b>						
8/23 STMT	PD- TRAINING FOR KAYLEE INGLETT	08/31/2023	499.00	.00		
8/23 STMT	PD - INVESTIGATIVE RESOURCES- INTERNET PEOPLE S	08/31/2023	75.00	.00		
8/23 STMT	B&Z - C.E.U.'S- JOSH TARRENCE	08/31/2023	45.00	.00		
8/23 STMT	CITY- ZOOM SUBSCRIPTION	08/31/2023	299.80	.00		
8/23 STMT	PD- TRAINING FOR KAYLEE INGLETT	08/31/2023	75.00	.00		
8/23 STMT	LICENSE BUREAU- M. LOEFFLER -NOTARY RENEWAL	08/31/2023	120.00	.00		
8/23 STMT	PD- STORM TRAINING FOR OFC DAVEAU	08/31/2023	1,099.00	.00		
8/23 STMT	B&Z - C.E.U.'S- JOSH TARRENCE	08/31/2023	30.00	.00		
8/23 STMT	PD- TRAINING FOR CPL. ROTH CLARK	08/31/2023	100.00	.00		
8/23 STMT	B&Z - C.E.U.'S- SHAWN WETTERLIN	08/31/2023	45.00	.00		
8/23 STMT	PD- TRAINING FOR AMY GEHRKE	08/31/2023	499.00	.00		
Total 2208:			2,736.80	.00		
<b>VSC CORPORATION</b>						
#31 322 S. 1ST	LAND PURCH.-CONTRACT FOR DEED-PRINCIPAL	09/01/2023	2,250.23	.00		
#31 322 S. 1ST	LAND PURCH.-CONTRACT FOR DEED-INTEREST	09/01/2023	220.80	.00		
Total 9942:			2,471.03	.00		
<b>WIESER BROTHERS, INC.</b>						
2022-751	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 2338:			500.00	.00		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WIESER LAW OFFICE PC</b>						
8/23 CITY	COUNCIL - LEGAL FEES	08/31/2023	3,854.11	.00		
8/23 CITY	WATER DEPT - LEGAL FEES	08/31/2023	1,927.05	.00		
8/23 CITY	CLERK - LEGAL FEES	08/31/2023	3,854.11	.00		
8/23 CITY	BLDG/ZNG - LEGAL FEES	08/31/2023	3,854.11	.00		
8/23 CITY	SEWER DEPT - LEGAL FEES	08/31/2023	1,927.06	.00		
8/23 POLICE	PD - LEGAL FEES	08/31/2023	3,478.62	.00		
Total 2361:			18,895.06	.00		
<b>WILDT, TERI</b>						
2022-647	EROSION CONTROL DEPOSIT REFUND	09/07/2023	500.00	.00		
Total 10130:			500.00	.00		
<b>ZIEBELL'S HIAWATHA FOODS INC</b>						
378209	GC - FOOD FOR RESALE	06/03/2023	364.62	.00		
378209	GC - CLEANING SUPPLIES	06/03/2023	55.80	.00		
378209	GC - KITCHEN SUPPLIES	06/03/2023	15.60	.00		
378209	GC - CHIPS, SNACKS, NUTS	06/03/2023	75.00	.00		
378760	GC - KITCHEN SUPPLIES	08/10/2023	67.94	.00		
378760	GC - FOOD FOR RESALE	08/10/2023	756.09	.00		
378760	GC - CLEANING SUPPLIES	08/10/2023	287.30	.00		
379415	GC - CLEANING SUPPLIES	08/17/2023	132.33	.00		
379415	GC - FOOD FOR RESALE	08/17/2023	666.10	.00		
379415	GC - CHIPS, SNACKS, NUTS	08/17/2023	75.00	.00		
379415	GC - KITCHEN SUPPLIES	08/17/2023	52.44	.00		
379502	GC - FOOD FOR RESALE	08/25/2023	24.54	.00		
379989	GC - KITCHEN SUPPLIES	08/24/2023	75.62	.00		
379989	GC - FOOD FOR RESALE	08/24/2023	515.75	.00		
379989	GC - CLEANING SUPPLIES	08/24/2023	272.45	.00		
Total 2417:			3,387.50	.00		
Grand Totals:			171,798.52	39,551.08		

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

# LA CRESCENT PUBLIC LIBRARY SUMMER READING RECAP 2023



- 229 youth registered
- about 80 children actively participated with reader BINGO challenges and reviews
- 500 craft kits were distributed
- 208 children attended summer storytimes
- 38 children joined us for Chapter Club/One Read for All partnership with the school
- 250 people came out to our Kickoff AND Family Fun Night







## LEGACY PROGRAMS

- National Eagle Center - 144 in attendance
- Northern Clay Center - 40 in attendance
- Afoutayi Haitian Dance - 64 in attendance
- Salsa del Soul - 250 in attendance






# ADDITIONAL PROGRAMS



- 202 people attended our additional programming such as the Creature Teacher, Digital Scavenger Hunt, and Graphic Novel Workshop
- 258 people entered our Farmers Market book raffles
- 62 attended our Makerspace
- 455 participated in our Stick Together Mosaic



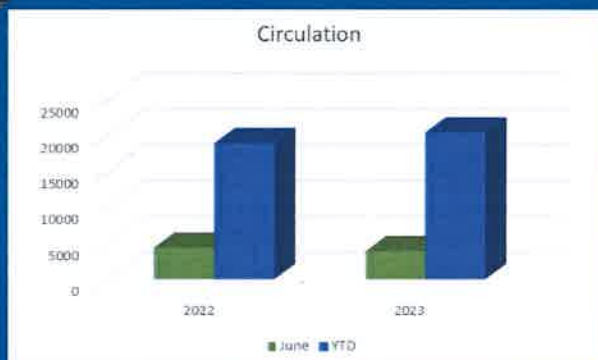




# MID-YEAR RECAP 2023

## Circulation

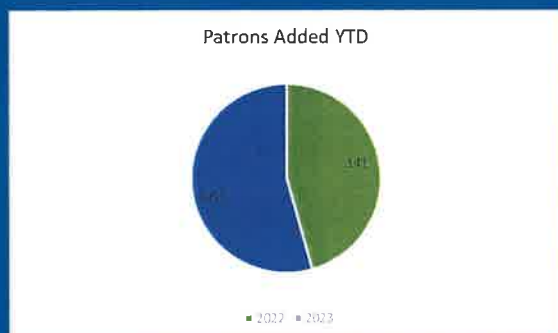
Circulation went down in June this year compared to last year. We expected this since we moved all summer reading programs to the Community Building this year to accommodate crowd sizes. If folks aren't coming into the library, then circulation drops. By our YTD numbers, we are still improving our circulation by approximately 1,000+ checkouts.



## Patrons and Items Added

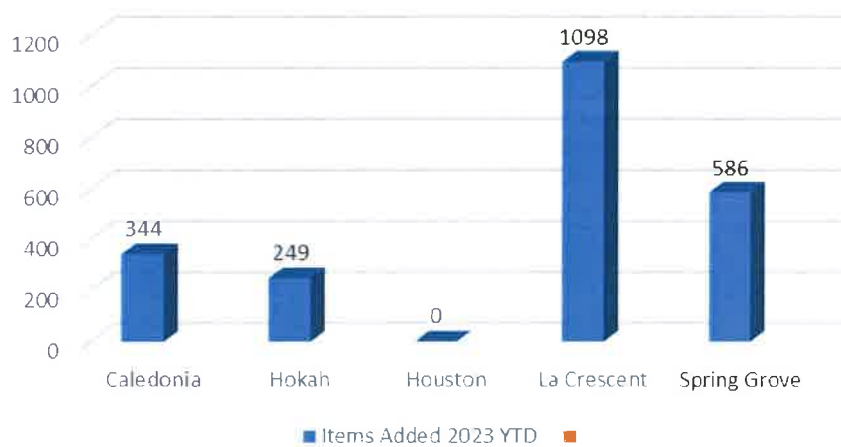
La Crescent Public Library is welcoming new patrons! Last year, we added 141 new patrons by June 2022. So far this year, we've added 168 new patrons. While some of this is still re-creating cards for folks who stopped using the library during the pandemic and fell out of the system, the bulk of new cards are for children and families using the library.

In 2022, we added 1070 new items at the mid-year point, and we're on track with the same amount in 2023 at 1098 new items. This healthy collection growth would NOT be possible without the incredible support of our Friends of the La Crescent Library and other donation efforts such as our Summer Reading Wishlist campaign.

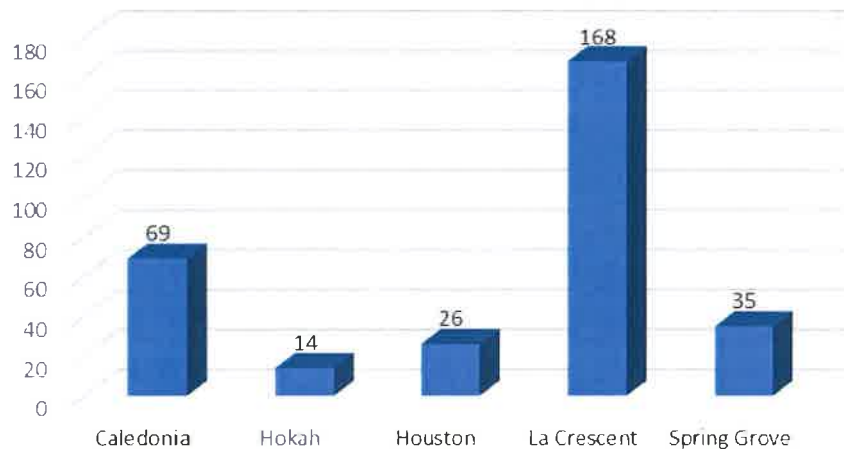


# HOW DOES LA CRESCENT COMPARE TO OTHER HOUSTON COUNTY LIBRARIES?

New Items Added YTD for 2023



Patrons Added 2023 YTD





# TESTIFY: AMERICANA FROM SLAVERY TO TODAY - THE TRAVELING EXHIBIT



“

*-High quality art, artifacts, and research.*

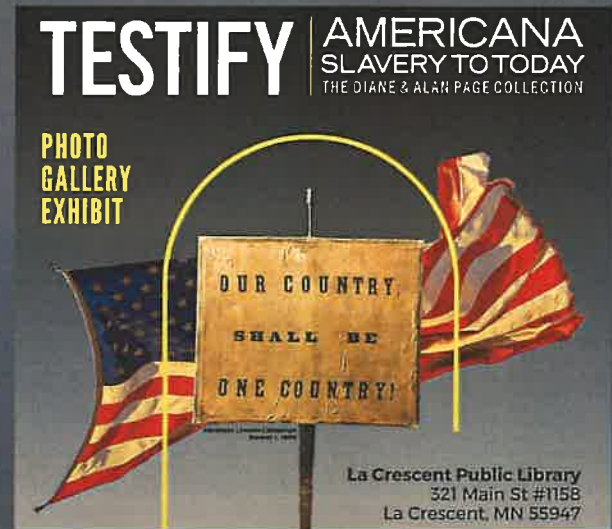
*-I feel a sense of horror at what happened and does happen, but also have hope.*

*-Powerful images that hardly seem they can be real, but they were.*

*-Despite the small physical space this exhibit requires, it covers a breadth of history, challenging the viewer to learn more.*

”

# WHAT MOVED ME THE MOST ABOUT THE TESTIFY EXHIBIT WAS...



- I appreciated the intention set in the introductory banner – the importance of "reconcile with history and each other."
- the poster advertising the sale of slaves.
- the fact these artifacts were collected and saved to bare truth.
- I have seen other slavery displays, but every time it is a stark reminder of our difficult history.
- the shame I feel that this happened in our country. The "alligator bait" photo. These are babies! Horror!!
- the photograph of the black children. It was chilling and thoughtfully juxtaposed with the military image.
- things I did not know had happened.



## WHEN I THINK ABOUT THE FUTURE OF OUR CITY, STATE, AND/OR COUNTRY, I...

- hope we can expand our exposure to all cultures.
- fear that we haven't come to terms with the legacy of slavery.
- worry. We need more community opportunities like this to help us reconcile with facts and each other.
- wonder what will happen next.

## HOW MIGHT WE MAKE THINGS BETTER?

- Continue to advocate and educate until a zero tolerance is the norm.
- Continue to shine light on the history which has been ignored.
- Listen, read, and discuss openly.

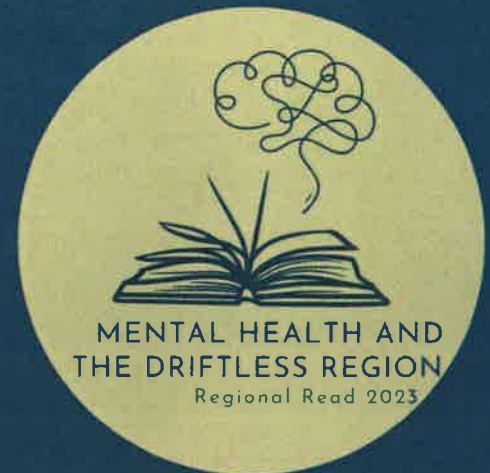


# MENTAL HEALTH AND THE DRIFTLESS REGIONAL READ 2023

Have you ever wondered "Why did I do that?" or "Why can't I just control my behavior?" Others may judge our reactions and think, "What's wrong with that person?" When questioning our emotions, it's easy to place the blame on ourselves; holding ourselves and those around us to an impossible standard. It's time we started asking a different question.

Through deeply personal conversations, Oprah Winfrey and renowned brain and trauma expert Dr. Bruce Perry offer a groundbreaking and profound shift from asking "What's wrong with you?" to "What happened to you?"

<http://driftlessregionalread.com>



## WHAT HAPPENED TO YOU?

CONVERSATIONS ON TRAUMA,  
RESILIENCE, AND HEALING



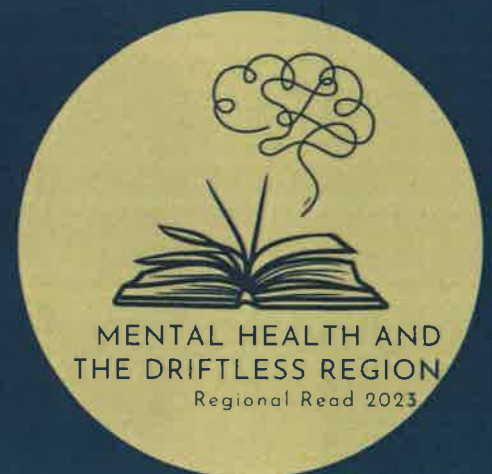
BRUCE D. PERRY, MD, PhD  
OPRAH WINFREY



# **MENTAL HEALTH AND THE DRIFTLESS REGIONAL READ 2023**

## **Programs in La Crescent**

- **September 14 - Back to School Mindfulness Workshop - 4:30pm @ Community Building**
- **September 16 - Using Humor to Write Through the Hard Stuff - 10am @ Community Building**
- **September 18 - Book Club Discussion - 10am @ Library**
- **September 24 - Forest Bathing Hike - 10am @ Great River Bluffs State Park**
- **October 14 - Addressing Mental Health in Schools - 12:00pm @ Community Building**
- **November 18 - Rebuilding Community and Culture Through Activism - 1:00pm @ La Crescent-Hokah Middle School Auditorium**



<http://driftlessregionalread.com>

#3.2



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator  
DATE: September 7, 2023  
RE: Lodging Tax and Short Term Rental Ordinance

Attached for review are draft amendments to both the Lodging Tax Ordinance and the Short Term Rental Ordinance. The City Attorney will review the ordinances with the City Council at the meeting.

We are suggesting that at this meeting the City Council amend the ordinances as proposed. Also included are findings which the City Attorney will review with the City Council as part of the process of amending the ordinances.

### **Findings and Purpose of Ordinance No.**

The City of La Crescent ("City") is a largely residential city which has several unique local amenities including the Mississippi River and Wagon Wheel Bike Trail. This makes it a natural and likely tourist destination. Historically, transient overnight stays were limited to hotels. However, the advent of certain internet-driven short term residential/housing rental forums such as VRBO have caused some homeowners to make their properties available for short term rentals. These so-called "short term rentals" often last a day or two, are often during the weekend and are recreationally focused occupancies, vastly different than a typical house rental which involve more connection with the neighborhood and property over time because of the longer length of the occupancy. Recreational occupancy also creates parking congestion impacting and disrupting neighborhoods. Accordingly, this has led many cities to consider and adopt regulations governing short term rentals. The City and its residents value the need to preserve its essentially residential character while, licensing short term rentals on terms which make them unintrusive, not disruptive, and which does not lead to the proliferation of absentee-held properties offered only for rent and not materially owner-occupied. Short term vacation rentals are not conducive to the stability and building of neighborhoods.

Short term rentals are in the nature of providing accommodations for transient, often vacationing short term guests who do not maintain an ongoing relationship with the property or its neighbors or its neighborhoods. In cases of short term rental, the turnover of occupants is more frequent, stays are, by definition, short and recreation focused. Significant damage deposits are often not comparable to those secured by long term rental tenancies and tenants likely have no maintenance obligations such as lawn mowing, exterior tidiness, building maintenance or corresponding interest in maintaining ongoing relationships with long-term neighbors. Accordingly, it is evident that there is more potential for nuisances to arise from such uses including increased noise, parties, outdoor activities into the late hours, multiple invitees, intensive uses over short periods and other features of transient stays as the users come to the property for a short period and then leave. The City concludes that an ordinance is necessary to regulate, license and control short term rentals to minimize potential nuisances. The City finds licensing longer term stays is in the best interest of the City.

The purpose of this ordinance is to license Short-Term Rentals while mitigating impacts upon surrounding properties and neighborhoods by implementing balanced regulations to protect the integrity of the City as well as protecting the public health, safety and general welfare of the long term residents by regulating the time period a transient guest is allowed.

**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.

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. \_\_\_\_\_

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. Short-term rentals within the Central Business District shall not be subject to the restrictions of this ordinance, except with respect to the registered agent requirement contained herein.

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 license: The 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. 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 requirement as contained herein. The License shall be entered on a short-term rental registry. 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 license. The application shall be submitted by the owner. The license 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 will verify 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. A policy number for a valid, in-force liability insurance policy is provided to the City;
  - ii. That all garbage and rubbish are stored in compliance with City's Solid Waste Ordinance;
  - iii. Compliance with all applicable provisions of the City Code;
  - iv. Compliance with any special conditions established in the license.
  - v. 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.

vi. 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 Fee: Each application shall be accompanied by payment in full of the required license fee. The annual license 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 License:**

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

Expiration of License: Except as otherwise provided in this Section, all short-term rental licenses 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 License: Applications for renewal of an existing short-term rental license shall be made at least thirty (30) days prior to the expiration of the current short-term rental license. 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 Not Transferable: No short-term rental license shall be transferable to another person or to another dwelling unit. Every person holding a short-term rental license 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

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 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: Any applicant aggrieved by the denial of a short-term rental license, or the non-renewal of an existing license 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.

1. Mooring No more than four (4) restricted watercraft may be moored at the permitted premises at any one time.

Maintenance Standards: Every dwelling unit used for short-term rental shall conform to all building requirements of the City Code, licenses 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 may be revoked, suspended, or not renewed. An action to revoke, suspend, or not renew a license under this Article VI shall be initiated by the Building Official in the manner described below.

VII. LICENSE SUSPENSION OR REVOCATION:

Procedure:

1. Every short-term rental license issued under this ordinance 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 to the City Administrator. The City Administrator shall review the recommendation and the reasons supporting the recommendation and may suspend or revoke the license. 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 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 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 is restored by the City.

Effect of Revocation: No person who has had a license revoked under this Section shall be issued a short term rental license 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 following a hearing as provided can be appealed by petitioning the Minnesota Court of Appeals by a writ of certiorari.

#### IX. POSTING

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

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

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

- 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 amended upon this ordinance becoming effective.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

#3.3



TO: Honorable Mayor and City Council Members  
FROM: Bill Waller, City Administrator *BW*  
DATE: September 7, 2023  
RE: Planning Commission Minutes – September 5, 2023

Attached for review and consideration by the City Council are the minutes from the September 5<sup>th</sup>, 2023 Planning Commission meeting. The Planning Commission considered two items for consideration by the City Council.

1. The Planning Commission is recommending that the City Council approve the Wagon Wheel final plat, with findings and conditions. A copy of the resolution approving the final plat for the Wagon Wheel Substation is included. The resolution is labeled as agenda item 3.4, and includes the findings and conditions recommended by the Planning Commission. A copy of the final plat is also included.
2. The Planning Commission is recommending that the City Council approve the Horse Track Meadows North final plat, with findings and conditions. A copy of the resolution approving the final plat for the Horse Track Meadows North subdivision is included. The resolution is labeled as agenda item 3.5, and includes the findings and conditions recommended by the Planning Commission. A copy of the final plat along with a letter from the City Engineer are also included.

MINUTES, REGULAR MEETING  
PLANNING COMMISSION, CITY OF LA CRESCENT, MINNESOTA  
SEPTEMBER 5<sup>TH</sup>, 2023

The Planning Commission met at 5:30 p.m., on September 5<sup>th</sup>, 2023 in the City's Community Building located at 336 S. 1<sup>st</sup> Street.

**Item 1. Call to Order**

Chair Greg Husmann called the meeting to order at 5:30 p.m.

**Item 2. Pledge of Allegiance**

Members recited the Pledge of Allegiance.

**Item 3. Roll Call**

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

Others in attendance included (spelling and names unreadable/uncertain): Adam Literski, Ben Sherman, Michel Dolleribe, Darrin, Walch, Brian Sullivan, Matt Valek, Gary Eddy, Sherry Benish, Allie Benish, Gene Semin, Paul Ulland, Angie Klankowski, Teresa O'Donnell Ebner.

**Item 4. Approval of June 6<sup>th</sup> 2023 Meeting Minutes**

Mike Welch made a motion to accept the minutes from the June 6<sup>th</sup> meeting. Dave Hanifl seconded the motion. Upon a roll call vote taken and tallied by the Community Development Director, the following Members voted in favor thereof, viz;

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

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

## Item 5. Public Hearing Final Plat Wagon Wheel Electric Substation

Chair Husmann opened the public hearing at 5:50. Attorney Wieser addressed the procedure for allowing the applicant to speak first, then to open a Public Hearing. Brian Sullivan representing Xcel Energy addressed the Planning Commission about the Final Plat and gave an overview of the site history and projected future electrical needs for the community. Ross Lexvold, Adam Literski, and Dustin Wilson representing Xcel Energy addressed the Planning Commission about the applications for Final Plat. Chair Husmann opened the Public Hearing and asked if anyone from the public wished to be heard. After several requests for public comment, no one wished to speak and Chair Husmann closed the public hearing. Commissioner Steffes asked several questions about drainage and grading, the height of the retaining wall, whether the rail road had anything to do with the review of the project, and whether the Fire Department was ok with the opaque fence. All questions were answered by Xcel Energy, the City Engineer or the Community Development Director. Commissioner Hanifl asked who was paying for the engineering for this project? Brian Sullivan stated that Xcel Energy was paying for the engineering for this project and not the city.

Mike Welch made a motion to approve the Final Plat for the Wagon Wheel Electrical Substation. Ryan Stotts seconded the motion. The followings findings conditions and were included in the motion.

### Findings:

- 1). The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance.
- 2). The request is in harmony with the general purpose and intent of the ordinance.

### Conditions:

- 1). The applicant/developer abide by all representations made by the applicant, their agents during this process that are not specifically negated by the City Planning Commission or City Council or to the extent they are not consistent with their underlying application
- 2). They comply with all local, state and federal regulations.
- 3). That no site work be completed until after approval and recording of the final plat.

Upon a roll call vote taken and tallied by the Community Development Director, the following Members voted in favor thereof, viz;

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

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

## **Item 6. Public Hearing Final Plat Horse Track Meadows North**

Chair Husmann opened the public hearing for the final plat of Horse Track Meadows North. Audience member Dave Baumgardter inquired about this plat and wanted to know if this were a done deal and why all this development was happening and why. Staff and members of the Commission stated that this plat is for the east side of the road and is for five building with a total of 10 dwelling units and an Outlot for stormwater detention. Chair Husmann stated that the land is already in the city and if there are specific comments on the plat, they should speak up. Gene Semin asked if the water and sewer utilities were already in place for the lots. Chair Husmann responded that, yes, all utilities are in place. There being no additional speakers on this plat, the Chair, closed the Public Hearing. Jerry Steffes attempted to enlighten Dave Baumgartner as to the history of the overall development. Larry Kirch clarified that there is a total of 10 lots/10 units and 5 buildings (twin homes) plus accommodations for stormwater. Council member Jostad offered her comments on the possibility of setting these lots designated for over 55 housing and noted her information contained in the packet. Council member Jostad also suggested that there be a restriction on short term rentals for these lots. The Chair noted that he was open to discussion on these topics but noted that these were council decisions and that the Planning Commission should focus on the final plat. There was no other discussion on the over 55 or vacation rental. Mike Welch asked about the process of selling the land and the City Attorney discussed the process for the sale of this land through an RFP and is at the discretion of the city council. This discussion would happen at the city council in October and that the staff preference was to sell the lots to one developer rather than individual buyers. The question before the commission is whether the final plat substantially conforms to the preliminary plat and any conditions of approval previously set by the council. The City Attorney also suggested that it may not be the appropriate time to place age restrictions on the land as part of the platting process but ultimately this is a decision of the city council. With no other questions by the Planning Commission, the Chair asked for a motion on the final plat that would include findings of fact and conditions of approval. After an inquiry by Council Member Jostad, the City Attorney reviewed previous conditions on the preliminary plat set by the council. The City Engineer confirmed that the conditions were met.

Ryan Stotts made a motion to approve the Final Plat for Horse Track Meadows North. Dave Coleman seconded the motion. The followings findings conditions and were included in the motion.

### **Findings:**

- 1). The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance.
- 2). The request is in harmony with the general purpose and intent of the ordinance.

### **Conditions:**

- 1). The applicant/developer abide by all representations made by the applicant, their agents during this process that are not specifically negated by the City Planning Commission or City Council or to the extent they are not consistent with their underlying application
- 2). They comply with all local, state and federal regulations.
- 3). That no site work be completed until after approval and recording of the final plat.

Upon a roll call vote taken and tallied by the Community Development Director, the following Members voted in favor thereof, viz;



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

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

**Item 7. Planning commission related updates from planning commission appointed council member.**

Council Member Jostad provided an update on city council actions that would be relevant to the planning commission including: the council adopting the Bee Keeping Ordinance; review of the Short Term Rental ordinance several times with possible future action; the Walnut Street Corridor Planning Project; (Larry Kirch also provided an update of the project including recent public involvement in early August and noted that the Economic Development Commission is scheduled to review a draft of the document at their September 11, 2023 Meeting and that the Planning Commission would be reviewing the document, hopefully in early October); council discussion on a possible Crescent Hills Drive annexation; discussion of a Cannabis ordinance; possible property exchange with VSC Corporation and City Hall of a property west of the Fire Station; the Dog Park and referral of the location back to the Park and Rec Commission for consideration of a different location; and that the City Council would start meeting at 5:00 p.m. to accommodate the township, now that the Council meetings are being held at the Community Center.

**Item 8. Adjourn.**

The Chair noted that the next meeting would be on October 10<sup>th</sup>, 2023 at 5:30 p.m. The Chair adjourned the meeting at 6:21 PM.

**RESOLUTION NO. 09-23-33****A RESOLUTION APPROVING THE FINAL PLAT FOR THE WAGON WHEEL  
SUBSTATION IN THE CITY OF LA CRESCENT**

WHEREAS, P & K Shepardson Rentals LLC and Northern States Power Company d/b/a Xcel Energy owner and developer of certain lands lying and being in the City of La Crescent, Houston County, Minnesota, more particularly described in the official plat to which this resolution is referenced, has duly petitioned the City of La Crescent City Council for approval of the final plat of the Wagon Wheel Substation, City of La Crescent, pursuant to Section 13.16, Chapter 13, City Code, City of La Crescent, and have in connection therewith satisfied the requirement of said City Code;

WHEREAS, the recommendations of the City Planning Commission and City Engineer will be satisfied and duly noted;

WHEREAS, the City Council took under consideration the following Findings and Conditions:

Findings:

1. The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance.
2. The request is in harmony with the general purpose and intent of the ordinance.

Conditions:

1. The applicant/developer will abide by all representations made by the applicant/developer, or their agents, made during the permitting process, to the extent those representations were not negated by the Planning Commission or City Council and to the extent they are not inconsistent with the spirit or explicit conditions of the plat application.
2. The applicant/developer complies with all applicable federal state and local regulations.
3. That no site work shall commence until after approval of the final plat.

NOW THEREFORE BE IT RESOLVED as follows:

1. That the final plat of the Wagon Wheel Substation will be filed with the City Administrator of the City of La Crescent.
2. That the Mayor and City Administrator are hereby authorized and directed to execute the plat in accordance with the laws of the State of Minnesota and City Code thereunto appertaining and to execute and deliver such other certificates and documents which may be required to effectuate said plat.

Adopted this 11<sup>th</sup> day of September 2023.

SIGNED:

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Mayor

ATTEST:

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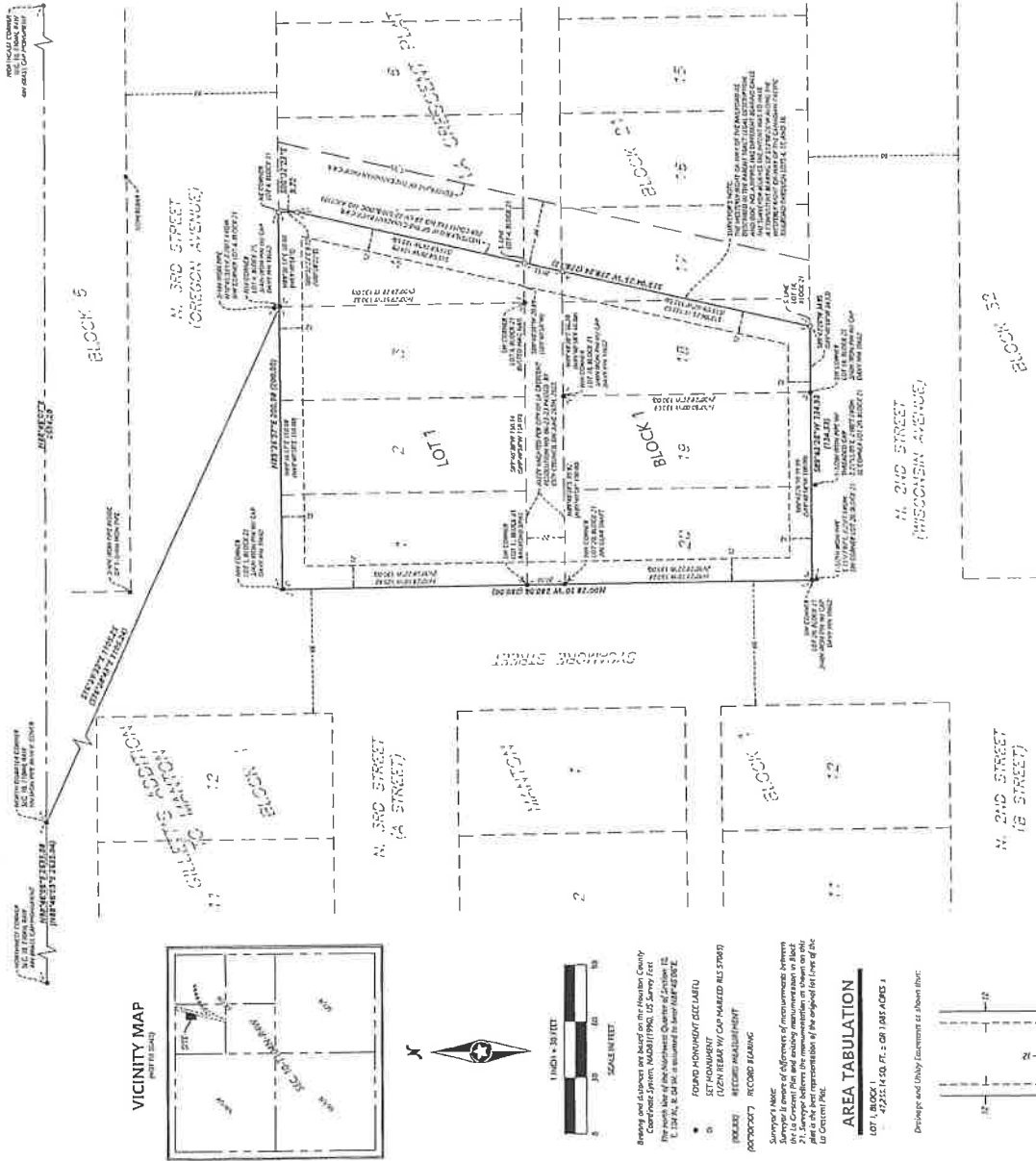
City Administrator

RECEIVED

AUG 25 2023

City of La Crescent, MN

# WAGON WHEEL



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Westwood Professional Services, Inc.  
Professional Services, Inc.  
Sheet 1 of 1 Sheet

#4

# 3.5

**RESOLUTION NO. 09-23-34**

**A RESOLUTION APPROVING THE FINAL PLAT FOR HORSE TRACK MEADOWS  
NORTH IN THE CITY OF LA CRESCENT**

WHEREAS, the City of La Crescent has duly petitioned the City of La Crescent City Council for approval of the final plat of Horse Track Meadows North.

WHEREAS, the City Planning Commission recommended the approval of the final plat.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approved the final plat of Horse Track Meadows North with the following findings and conditions:

Findings:

1. The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance.
2. The request is in harmony with the general purpose and intent of the ordinance.

Conditions:

1. The applicant/developer will abide by all representations made by the applicant/developer, or their agents, made during the permitting process, to the extent those representations were not negated by the Planning Commission or City Council and to the extent they are not inconsistent with the spirit or explicit conditions of the plat application.
2. The applicant/developer complies with all applicable federal state and local regulations.
3. That no site work shall commence until after approval of the final plat.

Adopted this 11<sup>th</sup> day of September 2023

SIGNED:

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Mayor

ATTEST:

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City Administrator

## OFFICIAL PLAT





## MEMORANDUM

TO: Bill Waller, City Administrator

FROM: Tim Hruska, P.E., L.S.

DATE: September 7, 2023

RE: Horse Track Meadows North Final Plat

WHKS has prepared the final plat for the above subdivision. The plat is in conformance with the preliminary plat submitted. The engineering design, including grading, sanitary sewer, water, storm sewer, and stormwater treatment were part of the initial Horse Track Meadows subdivision and have been planned since approval of the initial subdivision.

We recommend approval of the final plat.

#3.6



## 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:** September 7, 2023  
**RE:** Sanitary Sewer Conveyance Agreement with the City of La Crosse

Attached for Council consideration find a new Sanitary Sewer Conveyance Agreement ("Agreement") between the City of La Crosse ("La Crosse") and the City of La Crescent ("La Crescent"). As members of the Council been aware, discussions with the La Crosse regarding this Agreement have been ongoing for some time.

The existing agreement was established in 2007 and is scheduled to expire December 31, 2027. One (1) limitation of the existing agreement is the sewer service territory. In the existing agreement, the service territory ended approximately in the Crescent Valley area. As a result, subsequent developments (Horse Track Meadows) required an amendment before service could be provided.

In the new Agreement, the service territory is much larger. See attached map. The new agreement also increased La Crescent's flow capacity to 0.4 MGD. The increase in flow will allow approximately 240 additional single-family home connections per WHKS. By having the increased capacity and expanded service territory will allow greater flexibility for future developments or annexations, such as Horse Track Meadows North, *et al*, to be eligible for sewer service without the need for further amendment with La Crosse, allowing our process to proceed quicker. In order to receive service, a property will need to be within the city limits and service territory. The new Agreement would be effective until 2041 with an agreement to commence future negotiations in 2035.

This document will be reviewed at the September 11, 2023 City Council meeting. This Agreement is on the agenda for La Crosse on September 14, 2023. We will also discuss billing methodology and undesignated reserve funds (Articles 5 and 15).

**AGREEMENT FOR SANITARY SEWAGE CONVEYANCE AND TREATMENT  
BETWEEN  
THE CITY OF LA CROSSE, WISCONSIN,  
AND  
THE CITY OF LA CRESCENT, MINNESOTA**

RECITALS

- A. Wisconsin Statutes § 66.0301 provides that Wisconsin municipalities, as defined in the statute, may contract with each other for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law.
- B. Wisconsin Statutes § 66.0303 provides that Wisconsin municipalities may also contract with municipalities of other states for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law.
- C. Minnesota Statutes § 471.59, subd. 10, provides that a governmental unit may enter into an agreement with another governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.
- D. The City of La Crosse ("La Crosse"), a Wisconsin municipal corporation, and the City of La Crescent ("La Crescent"), a Minnesota municipal corporation, are municipalities located in or adjacent to La Crosse County, Wisconsin (hereafter referred to as "the greater La Crosse region").
- E. La Crosse and La Crescent recognize that the advancement of the greater La Crosse region can best be accomplished through cooperation, collaboration, and coordination among the governmental bodies located in the greater La Crosse region, including La Crosse and La Crescent.
- G. La Crescent owns and operates a sanitary sewer collection system that provides sewer service within a designated area. La Crescent currently conveys its untreated sanitary sewage to the sewage system owned by La Crosse for purposes of treatment and disposal.
- H. La Crescent would like to expand the area in which it provides sanitary sewer service and would like to obtain treatment from La Crosse for this expanded service area, but to do so it must obtain La Crosse's consent to discharge sewage from this larger service area to La Crosse.
- I. La Crosse is concerned that the provision and further expansion of sewer treatment and disposal service in La Crescent will increase development in La Crescent, increase the demand on other regional facilities and services available in and funded by La Crosse,

and exacerbate what La Crosse sees as a funding inequity with respect to the provision of regional facilities and services.

- J. La Crosse's willingness to consent to the expansion of La Crescent's sewer service area is conditioned on La Crescent's agreement to pay sewer rates determined based on the methodology set forth herein and to accept La Crosse's appropriation of excess sewer revenues to La Crosse's general fund.

## AGREEMENT

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt of which is acknowledged, La Crosse and La Crescent covenant and agree as follows.

## ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless the context requires otherwise.

- 1.1 "Agreement" means this Intergovernmental Cooperation Agreement between the City of La Crosse, Wisconsin and the City of La Crescent, Minnesota, as may be amended or restated from time to time.
- 1.2 "Barron Island Force Main" means the force main owned by La Crosse that extends under the Mississippi River from the Junction Point on Barron Island to Riverside Park.
- 1.3 "Junction Point" means the point shown on Exhibit 1.4 as MH-13 where the La Crescent Force Main connects to the Barron Island Force Main.
- 1.4 "La Crescent" means the City of La Crescent, a body corporate and politic of the State of Minnesota, with a principal address of 315 Main Street, La Crescent, MN 55947, and its successors and assigns.
- 1.5 "La Crescent Customers" means the La Crescent Sewer Utility customers located within La Crescent's municipal limits.
- 1.6 "La Crescent Force Main" means the force main, including MH-13 as shown on Exhibit 1.4, owned by La Crescent that extends between the La Crescent Lift Station and the Junction Point.
- 1.7 "La Crescent Lift Station" means the lift station owned by La Crescent and located at the southeast corner of the junction of Highway 61 and South Chestnut Street in La Crescent

where sanitary sewage originating within La Crescent enters the La Crescent Force Main for conveyance to the La Crosse Sewer System.

- 1.8 “La Crescent Meter” means the wastewater meter located at the La Crescent Lift Station that measures the volume of sanitary sewage carried by the La Crescent Sewer System to the La Crosse Sewer System.
- 1.9 “La Crescent Service Area” means the area shown on Exhibit 3.1, as may be modified by the Parties from time to time.
- 1.10 “La Crescent Sewer System” means the sanitary sewer system owned and operated by La Crescent.
- 1.11 “La Crosse” means the City of La Crosse, a Wisconsin municipal corporation, with a principal address of 400 La Crosse Street, La Crosse, WI 54601, and its sewer utility.
- 1.12 “La Crosse Customers” means the La Crosse Sewer Utility customers located within La Crosse’s municipal limits.
- 1.13 “La Crosse Sewer Connection Fee Ordinance” means Section 46-82 of La Crosse’s Code of Ordinances, as may be revised from time to time in accordance with Section 6.7. A current copy of the ordinance is attached hereto as Exhibit O-1.
- 1.14 “La Crosse Sewer System” means the sanitary sewer system owned and operated by La Crosse.
- 1.15 “La Crosse Sewer Utility” means the sewer utility operated by La Crosse.
- 1.16 “La Crosse WWTP” means the Isle La Plume wastewater treatment plant owned and operated by La Crosse.
- 1.17 “La Crosse’s Code of Ordinances” means La Crosse’s code of ordinances in effect as of the date of this Agreement, and all amendments thereto subsequently adopted by the La Crosse Common Council.
- 1.18 “La Crosse’s Sewer Utility Reserve Policy” means the reserve policy in effect as of the date of this Agreement, and all amendments thereto subsequently adopted by the La Crosse Common Council for operating, debt, equipment replacement fund, and capital improvement fund reserves consistent with prudent utility practice.
- 1.19 “Party” means La Crosse and La Crescent individually. “Parties” mean La Crosse and La Crescent jointly.

- 1.20 "REC" means residential equivalent connection. One REC represents the estimated average volume of wastewater discharged by an average residential user to the La Crosse Sewer System.
- 1.21 "ROI" means return on investment.
- 1.22 "Significant Industrial Users" has the meaning given to that term in La Crosse's Code of Ordinances, related to wastewater.
- 1.23 "TAC" means the Technical Advisory Committee established under Article 14.
- 1.24 "Undesignated Reserve Funds" means those funds of the La Crosse Sewer Utility that are in excess of the amounts required under La Crosse's Sewer Utility Reserve Policy.
- 1.25 "Wholesale Volumetric Rate" means La Crosse's volumetric rate to La Crescent as determined in accordance with Article 5 of this Agreement.

## ARTICLE 2 AUTHORIZED DISCHARGE

- 2.1 Discharge to La Crosse Sewer System Authorized. During the term of this Agreement, La Crescent is authorized to and shall discharge sewage from the La Crescent Service Area only to the La Crosse Sewer System and shall not obtain sanitary sewage treatment and disposal service from a source other than La Crosse, unless La Crosse refuses or is unable to provide sanitary sewage treatment and disposal service.
- 2.2 Connection Points to La Crosse Sewer System. La Crescent is authorized to discharge sewage from the La Crescent Sewer System to the La Crosse Sewer System at the following connection points:
  - a. Junction Point on Barron Island.

La Crescent is not authorized to discharge sewage originating within La Crescent to the La Crosse Sewer System at any other point unless this Agreement is amended to authorize such discharge.
- 2.3 No Obligation to Serve Beyond this Agreement.
  - 2.3.1 The Parties agree that La Crosse's obligation to provide La Crescent with sanitary sewage treatment and disposal service is strictly limited to the provisions of this Agreement and that La Crosse has no obligation to provide La Crescent with service beyond the provisions of this Agreement. La Crescent agrees that it shall not allege, contend or argue in any future proceeding that La Crosse has an obligation to provide sanitary sewer service to La Crescent beyond the express provisions of this Agreement.



- 2.3.2 Section 2.3.1 shall not be construed to limit any statutory rights under Wisconsin law that La Crescent may have to obtain sewage treatment from the La Crosse WWTP at the termination of this Agreement.

ARTICLE 3  
LIMITS ON DISCHARGE

- 3.1 Service Area Limit. La Crescent shall only discharge wastewater generated from areas that are within both (i) La Crescent's municipal boundaries, and (ii) the La Crescent Service Area to the La Crosse Sewer System shown on Exhibit 3.1.
- 3.2 Discharge Limits. Flow from the La Crescent Sewer System shall not exceed the discharge limits established in Exhibit 3.2.
- 3.3 Strength of Wastewater.
- 3.3.1 *Discharge Not to Exceed Domestic Strength.* The sewage discharged from the La Crescent Sewer System to the La Crosse Sewer System shall not exceed domestic strength as defined by La Crosse's Code of Ordinances for La Crosse Customers.
- 3.3.2 *Sampling.* La Crescent shall sample and analyze sewage flow from La Crescent and provide this information to La Crosse. Samples shall be analyzed for the following constituents: BOD, TSS, NH<sub>3</sub>-N, phosphorus, and metals (Cadmium, Chromium, Copper, Lead, Manganese, Nickel, Silver, Zinc, and low level Mercury). Once composite testing is available, samples shall be taken on a flow-proportional, composite basis. Sampling shall occur two (2) times a year over five (5) consecutive days in June and five (5) consecutive days in October. La Crosse may require that fixed sample frequency be increased based on sample data. La Crosse may also require La Crescent to conduct additional sampling to determine compliance with discharge limits or for the purpose of current or future regulatory compliance. La Crosse shall also have access to the La Crescent Sewer System for sampling purposes and shall have the right to conduct its own sampling of the sewage discharged from the La Crescent Sewer System to the La Crosse Sewer System.
- 3.3.3 *Right to Require Pretreatment.* Based on sampling data from La Crescent's flow, La Crosse reserves the right to require La Crescent to install pretreatment to reduce future loadings to the La Crosse Sewer System to meet the requirements of subsection 3.3.1.
- 3.3.4 *Compliance with La Crosse Ordinances.* All wastewater from the La Crescent Sewer System entering the La Crosse Sewer System shall be subject to all provisions of La Crosse's Code of Ordinances pertaining to sewers and sewerage that are applicable to La Crosse Customers.

3.4 Prohibition on Certain Discharges.

3.4.1 *Trucked Waste.* No septic tank waste, seepage pit wastes, grease-trap wastes, or any trucked liquid wastes shall be deposited into the La Crescent Sewer System by persons engaged in the business of cleaning, pumping or hauling of the same. All trucked wastewater shall be disposed of in accordance with applicable State, Federal and local regulations.

3.4.2 *Clear Water.* La Crescent shall not permit clear water discharge from drain tile, rainwater, any surface water conduits, or any other clear water source to be connected with or discharged into the La Crescent Sewer System.

3.4.3 *Wastewater from Other Entities.* La Crescent shall not carry or transport wastewater from any property outside of the La Crescent municipal boundaries.

3.5 Requirements for Significant Industrial Users. La Crosse may require Significant Industrial Users, including Significant Industrial Users in La Crescent, to obtain discharge permits, and to comply with the provisions of those discharge permits, including payment of fees to the La Crosse Sewer Utility. Permit fees and laboratory analysis fees charged to Significant Industrial Users in La Crescent shall be the same as those charged to comparable Significant Industrial Users in La Crosse, plus a 50% surcharge on the permit fee. Service to any such Significant Industrial User shall require prior approval from the La Crosse Sewer Utility.

3.6 Exceeding Limits on Discharge.

3.6.1 *Notification of Unauthorized Discharge.* La Crescent shall notify La Crosse immediately of the occurrence of any discharge in violation of this Article 3, the details of the discharge, and the action taken or proposed to be taken by La Crescent with respect thereto.

3.6.2 *Moratorium on Additional Extensions or Connections.* If La Crescent exceeds a discharge limit in violation of Section 3.2 or subsection 3.3.1, La Crescent shall allow no additional sewer main extensions or customer connections to the La Crescent Sewer System until La Crescent satisfactorily demonstrates to La Crosse that modifications have been made to La Crescent Sewer System facilities or operations to prevent La Crescent from exceeding the discharge limits in the future. This moratorium is not triggered by a discharge authorized by La Crosse under subsection 3.6.3.

3.6.3 *Authorization and Acceptance of Discharges in Excess of Discharge Limits.* La Crosse may authorize and accept an unauthorized discharge from La Crescent for a limited period if La Crosse reasonably believes that no serious harm or adverse effects will result. Any such discharge must be authorized by La Crosse in advance of the discharge and must be for a limited period. La Crescent may orally request such authorization,

and La Crosse's Utility Manager may grant such authorization orally. La Crosse's Utility Manager will confirm an oral authorization, including the duration of the authorization, with the La Crosse Public Works Committee. If the La Crosse Public Works Committee objects to the authorization, the Utility Manager will convey such objection, in writing, to La Crescent and La Crescent shall immediately cease the discharge.

- 3.6.4 *Payment of Costs for Exceeding Discharge Limits.* If La Crescent discharges sewage from the La Crescent Sewer System to the La Crosse Sewer System in excess of the discharge limits of this Article 3, La Crosse shall charge La Crescent for any fine, penalty or forfeiture incurred by La Crosse, and may charge La Crescent for any cost incurred by La Crosse (including without limitation, for employees, equipment or materials) as a result of such discharge. La Crosse shall provide a fully itemized invoice to La Crescent and the invoice shall be due as provided in Section 5.7. The receipt of authorization under subsection 3.6.3 does not eliminate La Crescent's obligation to make the payment required by this subsection 3.6.4.

#### ARTICLE 4 MEASUREMENT OF FLOW

- 4.1 Flow Measurement. The volume of flow from the La Crescent Sewer System discharging into the La Crosse Sewer System shall be measured at the La Crescent Meter.
- 4.2 La Crescent Meter. La Crescent shall furnish the La Crescent Meter, at its cost, to accurately measure the flow that the La Crescent Sewer System conveys to the La Crosse Sewer System. La Crescent shall maintain, service, repair, and replace the La Crescent Meter at its cost. If the La Crescent Meter is replaced or modified, meter installation or modification plans must be submitted to the La Crosse Sewer Utility for review and approval.
- 4.3 Calibration of La Crescent Meter. The La Crescent Meter shall be calibrated by a competent technician not less than once annually. La Crescent shall pay all expenses related to the calibration. La Crescent shall provide La Crosse with notice of the calibration, at least two (2) working days prior to the time of calibration, so that La Crosse may have a representative present during the calibration. La Crescent shall provide La Crosse with documentation of the technician's credentials and the results of such annual calibration within ten (10) days after the completion of the calibration.
- 4.4 Failure to Maintain La Crescent Meter. In the event La Crescent fails to maintain the La Crescent Meter in good and accurate working condition or fails to have the annual calibration performed, La Crosse may maintain and calibrate such meter, and charge the expenses related to such maintenance and calibration to La Crescent, which expense La Crescent agrees to pay. If replacement of the La Crescent Meter is prudent and La Crescent fails to replace the La Crescent Meter, La Crosse may replace such meter, and charge the expense related to such meter replacement to La Crescent, which expense La

Crescent agrees to pay. La Crosse shall bill its costs for meter maintenance, calibration, and replacement to La Crescent and the bill shall be due as provided in Section 5.7.

- 4.5 Access to La Crescent Meter. La Crosse shall have access to the La Crescent Meter, upon request, for purposes of periodically inspecting the meter.
- 4.6 Reading of La Crescent Meter. La Crescent shall download meter readings at least weekly. Meter readings shall be sent to La Crosse monthly within seven (7) days after the end of the month and shall include total monthly flow, total daily flow, and daily maximum and minimum flow as measured on a time interval of 15-minutes or less. If La Crosse chooses, it may read the La Crescent Meter itself. La Crosse shall have regular access to the La Crescent Meter for purposes of reading the meter. If the La Crescent Meter does not contain equipment enabling the collection of the required data on a time interval of 15-minutes or less, such equipment shall be installed by La Crescent at its cost within twelve (12) months of the effective date of this Agreement.
- 4.7 Metering Disputes. In the event that either La Crosse or La Crescent believes that the sewage flow has been inaccurately metered resulting in over billing or under billing under Article 5, the objecting Party shall give notice to the other Party in writing of its objection. The Parties shall cooperate to determine the existence and extent of the alleged meter inaccuracy and the overbilling or underbilling. If a meter is determined to be inaccurate, an adjustment shall be made in charges for such meter inaccuracies extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the last date of calibration. If the Parties are unable to agree upon the adjustment to be made in charges for meter inaccuracies, the Parties shall resolve the dispute in accordance with Article 13.
- 4.8 Retention of Meter Reading Data. All meter reading raw data shall be retained by La Crescent for three (3) years. If the La Crescent Meter does not contain equipment enabling the electronic downloading and retention of meter readings, such equipment shall be installed by La Crescent at its cost within twelve (12) months of the effective date of this Agreement.

## ARTICLE 5

### LA CROSSE RATES; BILLING

- 5.1 2020 and 2021 Wholesale Volumetric Rate. The Wholesale Volumetric Rate to La Crescent for 2020 and 2021 will be \$ 1,970.00 per million gallons.
- 5.2 Wholesale Volumetric Rate Beginning in 2022. The Wholesale Volumetric Rate for 2022 will be established based on a rate study that determines the revenue requirement for the La Crosse Sewer Utility using the utility-basis approach. Under the utility-basis approach, the revenue requirement for the La Crosse Sewer Utility shall include

operation and maintenance expenses, depreciation expense and a return on rate base. La Crosse shall not include in its revenue requirement a rate of return for contracted wholesale customers that is higher than the greater of (i) the benchmark rate of return established by the Public Service Commission of Wisconsin for municipal water utilities; or (ii) the rate of return charged to La Crosse Customers for the La Crosse WWTP. La Crosse also agrees that it shall not include in its revenue requirement a rate of return for contracted wholesale customers that is more than 2% higher than the rate of return charged to La Crosse Customers for the La Crosse WWTP. La Crosse may charge La Crosse Customers a different rate of return on the La Crosse collection system than it charges on the La Crosse WWTP. The Wholesale Volumetric Rate established under this Section will remain in effect until changed in accordance with Section 5.3 or 5.4.

5.3 Rate Changes. La Crosse may revise the Wholesale Volumetric Rate established for La Crescent under Section 5.2 only after preparing a new rate study that follows the methodology described in Section 5.2. This Section does not apply to cost of living rate adjustments covered by Section 5.4.

5.4 Cost of Living Adjustments. Cost of living rate adjustments may be made without completing a new rate study if the same percentage increase is applied to both the volumetric rate charged to La Crosse Customers and the Wholesale Volumetric Rate. Cost of living increases, if made, shall not be greater than the nearest whole percent above the increase in the Consumer Price Index (CPI), All Urban Consumers, U.S. city average. The CPI shall be based on the increase over the period from June to June, with the rate increase being effective January 1 of the year following the June to June period.

5.5 Sewer Charges. La Crosse's sewer charges to La Crescent shall equal:

- a. the flow measured by the La Crescent Meter;
- b. multiplied by the Wholesale Volumetric Rate;
- c. with the invoice for January service adjusted as provided in Section 8.1, if applicable.

5.6 Billing. La Crosse will bill La Crescent quarterly on or about the tenth (10<sup>th</sup>) day of the month following the end of the quarter for the cost of sewage handling and treatment. La Crosse may elect to bill La Crescent monthly after providing La Crescent with one (1) year's written notice of its intent to change to monthly billing.

5.7 Due Date. Invoices shall be due and payable within forty-five (45) days of the date of the invoice. If an invoice is not fully paid within forty-five (45) days, the unpaid balance shall be subject to interest at the rate of one and one-half percent (1.5%) per month.

## ARTICLE 6

## CONNECTIONS TO LA CRESCENT SEWER SYSTEM; REGULATIONS ON USE

- 6.1 Sewer Main Extensions within La Crescent. Sewer main extensions may be made by La Crescent within La Crescent's municipal boundaries, provided such main extensions are also within the La Crescent Service Area shown on Exhibit 3.1.
- 6.2 La Crosse Approval of Plans. All plans for sewer main extensions, new lift stations or new forcemains within La Crescent, and any major sewer, force main, or lift station replacement or renovation within La Crescent must be submitted to the La Crosse Sewer Utility and the La Crosse City Engineer, and be approved by the La Crosse City Engineer. The La Crosse Sewer Utility shall promptly notify La Crescent in writing of the La Crosse City Engineer's approval or disapproval and the reason for any disapproval. Any disapproval must be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in La Crosse's collection system, or other substantial engineering consideration related to La Crescent's proposed construction or extension.
- 6.3 Plumbing. All plumbing on or connecting to the La Crescent Sewer System shall be installed in compliance with the Minnesota State Plumbing Code. La Crescent shall have a qualified building official who shall inspect all connections to the mains, keep records of all connections by measurements from manholes and inspect all inside plumbing. La Crosse reserves the right to inspect all mains, connections, premises and records in order to ascertain compliance with all contracts, agreements, rules, and regulations, and accuracy of such records.
- 6.4 Application of La Crosse's Code of Ordinances. La Crescent shall by ordinance require all La Crescent Customers, including industrial and commercial users, to conform and comply with the provisions of La Crosse's Code of Ordinances related to wastewater and sewerage that are applicable to La Crosse Customers in order to protect the La Crosse Sewer System, and to comply with all applicable governmental laws, orders, or directives. All La Crescent Customers shall be subject to all La Crosse ordinances related to wastewater and sewerage that are applicable to La Crosse Customers, along with the provisions of all applicable governmental laws, orders and directives pertaining to wastewater.
- 6.5 Authority to Inspect. La Crosse shall have the same right to enter and inspect the premises of La Crescent Sewer System users as it has under Chapter 46 of La Crosse's Code of Ordinances to enter and inspect the premises of La Crosse Customers.
- 6.6 Enforcement. If La Crosse determines from any such inspection or survey under Section 6.5 that any wastewater entering the La Crescent Sewer System is in apparent violation of La Crosse's Code of Ordinances, the user and La Crescent shall be notified in writing of such condition and be requested to cease and desist within a period of forty-five (45) days after receipt of such notice, except where the discharge, as determined by the La

Crosse Public Works Committee or their designated representative, poses an immediate threat to the La Crosse Sewer System, in which case the user and La Crescent shall be requested to immediately halt the discharge causing or contributing to the immediate threat. If there is a failure on the part of the user and/or La Crescent to take corrective action within said forty-five (45) days or shorter period, La Crosse shall have the right to take any and all lawful measures, including court action for equitable or injunctive relief, forfeitures under La Crosse's Code of Ordinances, and termination of service or the right to use the La Crosse Sewer System.

6.7 Sewer Connection Fee.

6.7.1 *Connection Fee for New Connections.* La Crescent shall pay La Crosse a sewer connection fee for each property that connects to the La Crescent Sewer System after the effective date of this Agreement. Such Sewer Connection Fee shall be no greater than the fee charged to similarly situated La Crosse Customers.

6.7.2 *Connection Fee Charge Per REC.* Sewer connection fees shall be determined on a per REC basis. Each single-family residential property is one REC. All other uses shall be assigned RECs based upon estimated usage compared to that of an average residential user. For each new non-single-family residential connection, La Crescent shall prepare and submit a usage estimate for review and approval by La Crosse.

6.7.3 *Amount of Connection Fee Per REC.* The sewer connection fee per REC to be paid by La Crescent shall be the same as the sewer connection fee per REC to be paid by La Crosse residents. The amount of the sewer connection fee per REC shall be established as provided in the La Crosse Sewer Connection Fee Ordinance.

6.7.4 *Notification of Connections and Payment of Fees.* La Crescent shall provide La Crosse a copy of every permit issued by La Crescent for each sewer connection from new properties or areas connecting to the La Crescent Sewer System. Within ten (10) days after each connection is completed, La Crescent shall provide La Crosse with a copy of the inspection report of the connection along with payment of the applicable sewer connection fee for the property.

6.7.5 *Failure to Timely Pay Connection Fee.* If a sewer connection fee is not timely paid as required by subsection 6.7.4, the unpaid sewer connection fee shall be subject to interest at the rate of one and one-half percent (1.5%) per month.

ARTICLE 7

MAINTENANCE OF LA CRESCENT SEWER SYSTEM

7.1 Maintenance of La Crescent Sewer System. La Crescent shall pay all costs associated with maintaining, operating, and replacing the La Crescent Sewer System. The costs shall be included in La Crescent's sewer utility budget and reflected in the La Crescent



sewer rates. There shall be no cost to La Crosse for replacement of La Crescent Sewer System facilities.

- 7.2 Infiltration and Inflow. La Crescent shall, at its expense, reduce excessive infiltration and inflow into the La Crescent Sewer System. For purposes of this Agreement, excessive infiltration and inflow means the quantities of infiltration and inflow which can be economically eliminated from a sewerage system by rehabilitation, as determined in a cost effectiveness analysis that compares the costs of correcting the infiltration and inflow conditions to the total cost for transportation and treatment of the infiltration and inflow. La Crosse may conduct the analysis to determine whether infiltration and inflow into the La Crescent Sewer System is excessive. If La Crosse finds that infiltration and inflow is excessive, La Crescent shall reimburse La Crosse for the cost of the analysis.

#### ARTICLE 8

##### BARRON ISLAND FORCE MAIN

- 8.1 Maintenance of Barron Island Force Main. La Crosse shall maintain and repair the Barron Island Force Main, with La Crescent paying eighty-five percent (85%) of the full maintenance and repair cost, and La Crosse paying fifteen percent (15%) of the full maintenance and repair cost. La Crescent's portion of the cost of maintaining and repairing the Barron Island Force Main shall be calculated annually and added to La Crosse's invoice to La Crescent for January treatment service.
- 8.2 Replacement of Barron Island Force Main. The Parties agree that in the event the Barron Island Force Main fails and must be replaced, the Parties will share in the full cost of replacement. The Parties agree to divide replacement costs between the Parties in proportion to each Party's anticipated flow volume in the Barron Island Force Main. Failure of the Barron Island Force Main is defined as any condition or situation that renders the Barron Island Force Main completely unusable.
- 8.3 Supplemental Force Main. When it is the reasonable opinion of La Crosse that the Barron Island Force Main volume will be exceeded, then La Crescent shall construct and maintain a supplemental force main at its sole cost and expense.

#### ARTICLE 9

##### RECIPROCAL OBLIGATIONS

- 9.1 Access to Records.
- 9.1.1 *La Crosse Utility Records*. La Crosse shall provide La Crescent access to all La Crosse records on sanitary sewer flow, sewer utility income and expenses, sewer utility reserve funds, and other financial records relative to the La Crosse Sewer Utility's operations,

subject to any limitations imposed by Wisconsin's Public Records Law, secs. 19.31 to 19.39, Wis. Stats., on the right to access all or any part of the records.

- 9.1.2 *La Crescent Records.* La Crescent shall provide La Crosse access to all La Crescent's records on sanitary sewer flow, sewer utility income and expenses, sewer utility reserve funds, and other financial records relative to operation of La Crescent's Sewer System.
- 9.2 Public Records Law. La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, except as otherwise provided in this Agreement, each Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Each Party agrees to assist a Party who receives a public record request pertaining to this Agreement ("Receiving Party") to comply with such public records request. Additionally, each Party agrees to indemnify and hold harmless a Receiving Party, its elected and appointed officials, officers, employees, and authorized representatives, for any liability, including without limitation, attorney fees, related to or in any way arising from the indemnifying Party's actions or omissions which contribute to the Receiving Party's inability to comply with the Public Records Law. This provision shall survive the termination of this Agreement.
- 9.3 Insurance. La Crosse and La Crescent shall each maintain insurance policies or maintain self-insurance programs of the kinds and in the amounts which are customarily carried or maintained by local governments operating wastewater collection and treatment systems. Each Party shall provide the other with proof of such insurance coverage upon request.
- 9.4 Notification of Certain Discharges. Each Party shall be solely responsible for notifying applicable state governmental agencies of a discharge to or from its wastewater system in violation of federal or state law, or its wastewater discharge permit. If a Party provides a state governmental agency with notice under this Section, it shall notify the other Party of the notice and provide details of the discharge covered by the notice.
- 9.5 Capacity, Management, Operation, and Maintenance Programs. La Crescent shall be solely responsible for implementing and maintaining a capacity, management, operation, and maintenance program for the La Crescent Sewer System that meets the requirements of Wis. Admin. Code NR 210.23. La Crescent shall provide a copy of a written program and an annual self-audit to La Crosse. La Crosse shall not be responsible for implementing or maintaining a capacity, management, operation, and maintenance program for the La Crescent Sewer System. La Crosse shall be solely responsible for implementing and maintaining a capacity, management, operation, and maintenance program for the La Crosse Sewer System that satisfies the requirements of Wis. Admin. Code NR 210.23.

- 9.6 Metropolitan Sewerage District. Each Party shall oppose the establishment of a metropolitan sewerage district or any similar joint wastewater authority to provide sewer service to all or any part of (i) La Crosse, or (ii) the portion of La Crescent eligible to receive sewer service under Section 3.1, unless both Parties mutually agree in writing to support the establishment of the district or authority.

#### ARTICLE 10 FORCE MAJEURE

- 10.1 Force Majeure. In case by reason of Force Majeure any Party is rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding any Force Majeure, La Crescent shall remain responsible for any costs incurred by La Crosse under subsection 3.6.4. The term Force Majeure means acts of God, acts of public enemy, orders of any kind of Governmental Authorities, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, or pipelines, partial or entire failure of wastewater treatment, or inability on the part of a Party to receive or convey wastewater hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability.

#### ARTICLE 11 NOTICES

- 11.1 Written Notice Required. Unless otherwise provided in this Agreement, any notice, demand or other communication required or permitted under this Agreement shall be given in writing and delivered personally, by courier, by U.S. Mail or commercial delivery service.
- 11.2 Effective Date of Notice. Notice provided under this Agreement shall be deemed effective: (i) when personally delivered; (ii) three (3) days after deposit with the United States Postal Service, postage prepaid, certified, return receipt requested; or (iii) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the Party or person intended, at the address provided in accordance with Section 11.3.

- 11.3 Address for Notices. Notices to a Party shall be provided to its respective address set forth below, or at such other address as may from time to time be designated by such Party to the others in accordance with this Article 11:

If to La Crosse:

Attn. La Crosse Clerk  
City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601

With a copy to:  
Attn. La Crosse Attorney  
City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601

If to La Crescent:

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

With a copy to:  
Attn. Skip Wieser  
Wieser Law Office, P.C.  
33 South Walnut Street, Suite 200  
La Crescent, MN 55947

## ARTICLE 12 EFFECTIVE DATE; TERM

- 12.1 Effective Date. This Agreement shall become effective upon the date of execution of this Agreement by both La Crosse and La Crescent.
- 12.2 Term. This Agreement shall extend from the effective date through December 31, 2041. The Agreement may be extended for further subsequent terms upon the written consent of both Parties.
- 12.3 Negotiation Prior to End of Term. Provided no event of default by La Crescent under this Agreement is outstanding or uncured, the Parties agree to enter into good faith

negotiations no later than March 1, 2035 to discuss an extension or replacement agreement.

ARTICLE 13  
DISPUTE RESOLUTION

- 13.1 Dispute Resolution. A dispute or controversy between La Crosse and La Crescent regarding any matter relating to this Agreement shall be resolved in accordance with this Article except as otherwise provided in this Agreement.
- 13.2 Notice of Dispute and Initial Meeting. If a dispute or controversy arises and exists regarding any matter relating to this Agreement, either Party may send a written notice to the other Party identifying the nature and underlying facts of the dispute. Within thirty (30) days of the date written notice is delivered, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy. This Section is intended by the Parties to waive any respective statutory right to further notice. Such waiver, however, shall not constitute a waiver of any applicable damage cap, liability cap, or immunities contained in applicable state law.
- 13.3 Mediation. If the Parties have not succeeded in resolving the dispute or controversy at the initial meeting or subsequent meetings scheduled by mutual agreement, or if the Parties have not held an initial meeting within thirty (30) days after the date of delivery of the written notice, the Parties may choose to proceed to mediation in accordance with this Section. The Parties shall jointly appoint a mutually acceptable neutral person not affiliated with either of them (the "Mediator") to conduct the mediation. The Mediator shall have a minimum of ten (10) years of experience in the subject matter of the dispute or controversy. The fees of the Mediator shall be shared equally by the Parties. If the Parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting, or if no initial meeting was held, within fifty (50) days after the delivery of the written notice required by Section 13.2, the Parties shall either request that the La Crosse County Circuit Court select the Mediator or, in the alternative, proceed with other forms of dispute resolution. If the La Crosse County Circuit Court is to select the Mediator, the Parties agree that the Mediator selected shall be a Wisconsin professional with a minimum of ten (10) years of experience in the subject matter of the dispute or controversy, and that the selected Mediator need not be an attorney.

In consultation with the Parties, the Mediator will select or devise the mediation procedure to be held in La Crosse County, Wisconsin, by which the Parties will attempt to resolve the dispute or controversy. In consultation with the Parties, the Mediator will also select a date and time for the mediation and a date by which the mediation will be completed.

The Parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the Parties are not successful in resolving the dispute or controversy through the mediation, the dispute may be resolved by litigation or other appropriate means.

- 13.4 Costs. Except as expressly provided in this Agreement, each Party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses.

#### ARTICLE 14 TECHNICAL ADVISORY COMMITTEE

- 14.1 Establishment of Technical Advisory Committee. As a vehicle for sharing information and providing recommendations on issues related to the provision of wastewater treatment services to wholesale customers, a TAC is established. The role of the TAC is advisory in nature and no action of the TAC may alter any term of a wholesale treatment agreement.
- 14.2 Membership. The TAC consists of the La Crosse Utilities Manager, the La Crosse Director of Public Works, and one representative from each community that has signed a current wholesale wastewater treatment agreement with La Crosse containing a provision allowing its participation in the TAC. Each TAC member may designate an alternate representative. The La Crosse Utilities Manager shall serve as the Chair of the TAC.
- 14.3 TAC Meetings. The TAC will meet at least once annually to communicate with and make recommendations to the La Crosse Utilities Manager regarding matters relating to La Crosse's provision of wastewater treatment services to wholesale customers. The La Crosse Utilities Manager will prepare the meeting agenda and provide notice of the meeting to all TAC representatives.
- 14.4 TAC Staffing. La Crosse Sewer Utility staff will provide staff support to the TAC and will be responsible for keeping the official records.
- 14.5 Input on Operating Practices. The TAC will recommend to the La Crosse Utilities Manager wastewater system operating practices to enhance the efficiency, reliability, and cost-effectiveness of the collection, transmission, treatment and disposal of wastewater provided under this Agreement. These operating practices may address issues such as, but not necessarily limited to, forecasting seasonal demands, forecasting peak demands, managing the system to minimize the impact of peak demand periods, security, and emergency management. Upon receipt of the TAC's recommendations, the La Crosse Utilities Manager may adopt the operating practices recommendations, with such alterations as he or she deems necessary or advisable.

- 14.6 Input on La Crosse Sewer Utility's Capital Improvement Program. The La Crosse Sewer Utility will share with the TAC its proposed capital projects for funding and its proposed schedule for completing the capital projects. The TAC will be provided an opportunity to present to the La Crosse Sewer Utility suggestions and recommendations for specific capital projects, for improvements in the capital planning and financing process, and for changes to La Crosse Sewer Utility's proposed capital improvement plan.
- 14.7 Input on La Crosse Sewer Utility's Operation and Maintenance Budget Requests. The La Crosse Sewer Utility will share with the TAC information on the development of its yearly operation and maintenance budget requests and the proposed expenses to be incurred to serve the participating wholesale customers. The TAC will be provided an opportunity to present to the La Crosse Sewer Utility suggestions and recommendations for the yearly operation and maintenance budget and the proposed expenses to be incurred to serve the participating wholesale customers.
- 14.8. Budget Reports. At each TAC meeting, the La Crosse Utilities Manager will report to the TAC on the status of the La Crosse Sewer Utility's adopted capital improvement plan and current budget, the status of budget preparations for the upcoming fiscal year, and any particular budgetary issues or concerns related to that part of the wastewater treatment system used to serve the wholesale customers.
- 14.9 Input on Utility Rates. The La Crosse Sewer Utility will provide the TAC with timely notification of proposed changes in rates, charges, and rate design and an opportunity for the TAC to evaluate and comment on such proposals before they are presented to the La Crosse Common Council.
- 14.10 Protection of Confidential Information. Information submitted to or produced by the TAC or otherwise exchanged by La Crosse and its wholesale customers may include documents related to the vulnerability or security of wastewater treatment and collection systems. In order to participate in the TAC, TAC members must agree that if a TAC member receives a public document request for such information, the TAC member receiving that request shall, prior to release of any documents, expeditiously notify the entity about whose system information is sought and shall, in addition, assert all applicable exemptions to release of the documents available under Wisconsin's Public Records Law.

## ARTICLE 15

### PAYMENTS FROM UNDESIGNATED RESERVE FUNDS TO CITY OF LA CROSSE

- 15.1 Undesignated Reserve Funds. The La Crosse Sewer Utility may make payments to the City of La Crosse from the Undesignated Reserve Funds of the La Crosse Sewer Utility, pursuant to and in accordance with Wis. Stat. § 66.0811(3) and 66.0821(2)(b). Funds reserved in accordance with La Crosse's Sewer Utility Reserve Policy shall not be included as Undesignated Reserve Funds. The City of La Crosse agrees to adopt a sewer



utility reserve policy that establishes reserves for operating expenses, debt service, an equipment replacement fund, and capital improvements.

- 15.2 Appropriation of Excess Sewer Revenues to City of La Crosse. Starting on January 1, 2022, the City of La Crosse may appropriate excess sewer revenues from the Undesignated Reserve Funds of the La Crosse Sewer Utility. The City of La Crosse intends to use appropriated excess sewer revenues as allowed by law.
- 15.3 No Challenge to Payments. La Crescent shall not challenge (and waives any right to challenge) any payments made under this Article 15 to the City of La Crosse from the Undesignated Reserve Funds of the La Crosse Sewer Utility.
- 15.4 Impact of Termination. La Crosse's willingness to provide wastewater treatment services under this Agreement is conditioned on the continued applicability of this Article 15. Notwithstanding Section 16.7, if this Article 15 is invalidated for any reason, then this Agreement shall also terminate.

#### ARTICLE 16 MISCELLANEOUS

- 16.1 Recitals. The Parties confirm and ratify the statements and commitments contained in the Recitals. The Recitals are incorporated and made a part of this Agreement.
- 16.2 Agreement Supersedes Prior Agreements. This Agreement replaces all former agreements between La Crosse and La Crescent related to the treatment and disposal of sewage, including but not limited to the Agreement for Sanitary Sewer Conveyance and Treatment dated January 11, 2007, and the Agreement for the Design, Construction and Maintenance of Sanitary Sewer Force mains dated February 8, 2007.
- 16.3 Modification of this Agreement. This Agreement shall be amended only by formal written supplementary amendment executed by the Parties unless otherwise provided in this Agreement. No oral amendment of this Agreement shall be given any effect.
- 16.4 Mutual Cooperation. Each Party agrees to provide information to assist the other in obtaining the governmental permits necessary for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.
- 16.5 Non-Assignability. No assignment or transfer of this Agreement shall be made by La Crescent or La Crosse without the prior written agreement of the other Party. This Agreement shall be binding on the heirs, successors, and assigns of each Party.
- 16.6 No Third-Party Beneficiary. Nothing contained in this Agreement, nor the performance of the Parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

- 16.7 Severability. Except as provided by Section 15.4, the provisions of this Agreement are severable. Except as provided by Section 15.4, if any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 16.8 No Waiver. The failure of any Party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other Party or Parties hereto but the obligation of such other Party with respect to such future performance shall continue in full force and effect.
- 16.9 Governing Law. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each Party waives its right to challenge venue.
- 16.10 Jury Trial Waiver. The Parties waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the Parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each Party is authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver by the other Party.
- 16.11 References to Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.
- 16.12 Compliance with Law. The Parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
- 16.13 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the Parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective Parties or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural

and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

- 16.14 Time Computation. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays, or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday, or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.
- 16.15 Authority to Sign. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.
- 16.16 Execution of Agreement. Each Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
- 16.17 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.
- 16.18 Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.19 Condition Precedent. The Parties' obligations to perform under this Agreement are conditioned upon obtaining the Wisconsin Attorney General's approval of this Agreement in accordance with Wis. Stat. § 66.0303(3)(a).

#### ARTICLE 17

#### NO CHALLENGE TO VALIDITY OF AGREEMENT

- 17.1 No Challenges to the Validity or Enforceability of this Agreement. Except as is otherwise expressly provided in this Agreement, each of the Parties waives any right to commence or maintain, and agrees not to commence or maintain, any civil action to contest or challenge the validity or enforceability of this Agreement or any of its provisions. Except as is otherwise expressly provided in this Agreement, each of the Parties waives any right to complain to the Public Service Commission of Wisconsin ("PSC"), and agrees not to complain to the PSC pursuant to Wis. Stat. § 66.0821(5), that this Agreement or any provision of this Agreement is unreasonable or unjustly discriminatory on its face.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of La Crosse, Wisconsin, and the Mayor and City Clerk of the City of La Crescent, Minnesota, by virtue of directions of the governing bodies of each local governmental body heretofore referred to, made and executed this Agreement on the dates indicated below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 for the City of La Crosse, Wisconsin.

CITY OF LA CROSSE, WISCONSIN

By:

---

Mitch Reynolds, Mayor

---

Nikki Elsen, Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023 for the City of La Crescent, Minnesota.

CITY OF LA CRESCENT, MINNESOTA

By:

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Mike Poellinger, Mayor

---

Bill Waller, City Administrator

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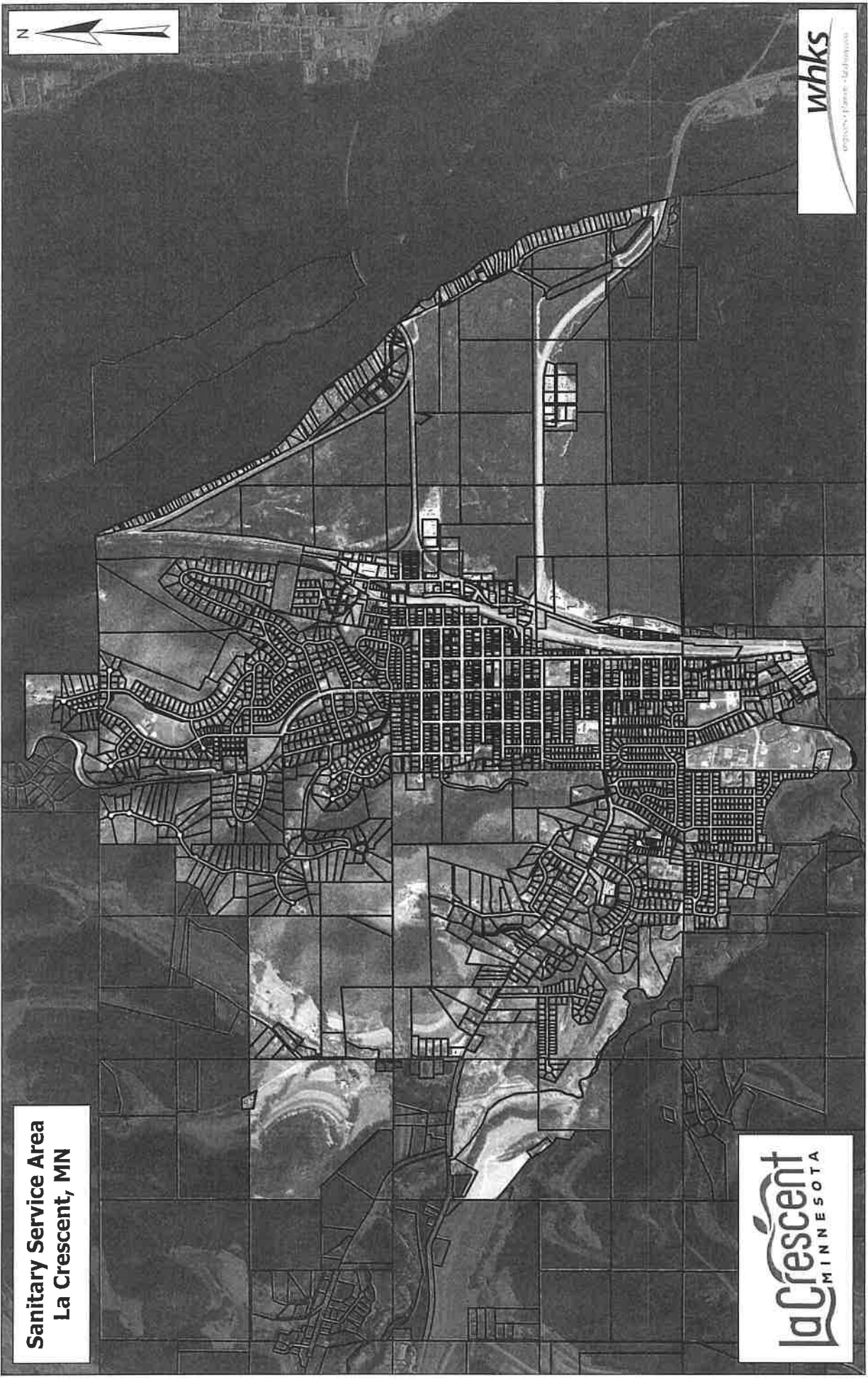
09.04.23

**EXHIBIT 1.4**  
**FORCE MAIN MAP**



**EXHIBIT 3.1**  
**LA CRESCENT SERVICE AREA**

**Sanitary Service Area  
La Crescent, MN**




**EXHIBIT 3.2**  
**LA CRESCENT DISCHARGE LIMITS**

<b>Flow Rate (MGD)</b>	
Annual Average	.40
Maximum Monthly	.60
Maximum Weekly	N/A
Maximum Daily	1.00
Peak Hourly	1.28
<b>Maximum Month Loadings (lbs./day)</b>	
Biochemical Oxygen Demand (BOD)	825
Total Suspended Solids (TSS)	766
Ammoniacal nitrogen (NH <sub>3</sub> -N)	94
Total Phosphorus (TP)	17

#3.7



TO: Honorable Mayor and City Council Members  
FROM: Tyler Benish, Public Works Director   
DATE: September 8, 2023  
RE: AUTHORIZE EXPENDITURE - SEWER EQUIPMENT

Pending the La Crescent City Council's approval of the Sanitary Sewer agreement with the City of La Crosse, we will be required to collect 5 day composite wastewater samples. The City of La Crescent will need to purchase a sampler to perform the collection of the wastewater for testing.

The City of La Crescent has funds in the 2022 capital equipment certificate to cover the cost of the sampler. Quality Flow has submitted a quote for \$17,796.00.

We are suggesting the council approve the quote from Quality Flow and use funds from the 2022 capital equipment certificate.



800 6<sup>th</sup> Street  
New Prague, MN 56071 USA  
Tel: (952) 758-9445  
Cell: (952) 221-9800  
Fax: (952) 758-9661

## Quotation

**Customer Name:** La Crescent, MN

**Quotation Date:** 08/17/2023

**Contact:** Tyler

**Prepared By:** Cory Malay

**Lead Time:** 6 - 8 Weeks

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

### Sampling Unit, Main Lift Station;

This will consist of supplying and installing the requested sampling unit. Please see my itemized parts breakdown below.

Item	Description	Qty	Net Each	Total Net
1	Isco, Model 5800 Refrigerated Sampler, 120VAC, 60Hz, to Include: <ul style="list-style-type: none"><li>• Control Panel</li><li>• Refrigeration Unit</li><li>• Distributor Arm</li><li>• Two Pump Tubes</li><li>• Instruction Manuals / Pocket Guide</li><li>• 1-Bottle Configuration, includes one polyethylene 10-liter round bottle, locating base, two caps, and two discharge tubes</li><li>• 3/8" Vinyl suction line – 100' included tubing coupler</li><li>• 3/8" standard weighted polypropylene strainer</li><li>• Isco 5800 refrigerated sampler multipurpose cable with 16 unterminated leads, 10'</li><li>• Installation Labor / set-up</li><li>• Freight</li></ul>	1	\$17,796.00	\$17,796.00
			Total:	\$17,796.00 +any applicable tax

**Terms:**

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

If you have any other questions or concerns, please give me a call.

Thanks for the opportunity,  
Cory Malay  
(952) 221-9800

#3.8



TO: Honorable Mayor and City Council Members  
FROM: Tyler Benish, Public Works Director *Ty B*  
DATE: September 8, 2023  
RE: WINTER PARKING RESTRICTIONS – NORTH 3<sup>RD</sup> STREET

The City of La Crescent has received a request to restrict parking on North 3<sup>rd</sup> street during winter months, Mr. Jeff Erickson a resident at 402 N 3<sup>rd</sup> Street has concerns about the overall width and maintenance of the street due to snow in the winter months. A copy of the request is included.

For City Council consideration, a draft ordinance that would restrict the parking on the south and east side of N 3<sup>rd</sup> street from Elm St to N 4<sup>th</sup> St. The City of La Crescent has a similar parking restriction on N 4<sup>th</sup> Street from Elm St. to the Hwy. 14/61 with the restrictions in effect from November 1 to April 1.

We are presenting for review of the draft ordinance and will bring it back for final approval at a later meeting. A letter will be sent to residents on N 3<sup>rd</sup> Street that will be affected by this ordinance. The Police Chief has reviewed the request and is in agreement with the ordinance as proposed.



Dear Councilwoman and Councilmen:

I have been a resident of La Crescent for 35 years, and I love this city for the options to enjoy the outdoors in a small city. However, I would like to express my concern that the street I live on is quite narrow. Especially during the winter snow season. Every year our street becomes a narrow one lane street for east and westbound traffic. Even the city plows during the winter season, have had to back up and swing it from the other end of the street to properly plow it.

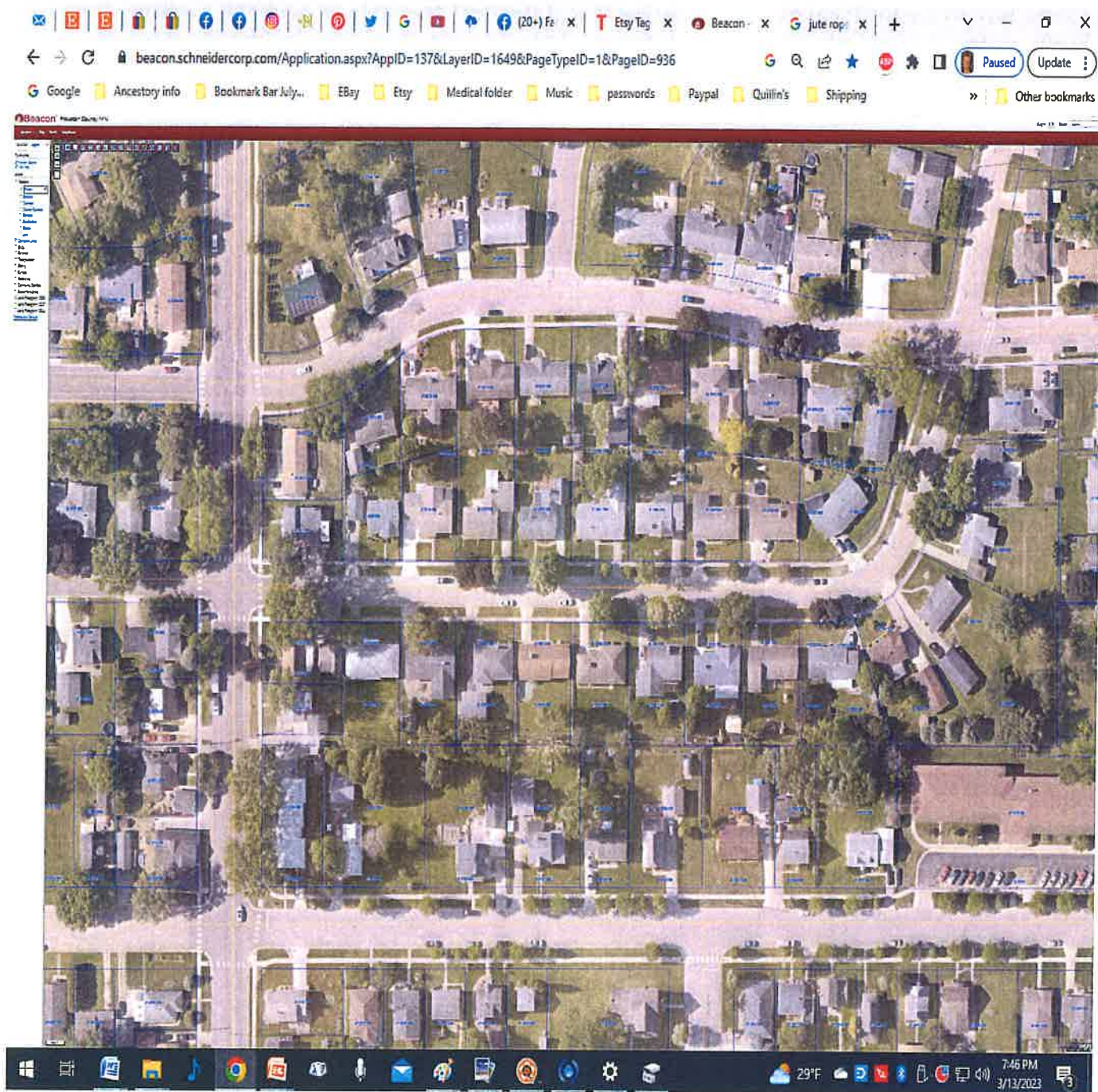
Because La Crescent overall has for the most part easy traffic flows, a lot of people due use this portion of North 3<sup>rd</sup> Street. By enforcing and posting one side mandatory parking during a said calendar time, this would make it easier for everyone.

The main concern is it is dangerous and very unsafe for both homeowners, renters, and those who use this street on a daily basis. Please consider enacting an ordinance to fix this problem.

Thank you for your time.

A handwritten signature in black ink, reading "Jeff Erickson". The signature is fluid and cursive, with the first name "Jeff" and last name "Erickson" clearly legible.

Jeff Erickson homeowner  
402 North 3<sup>rd</sup> Street, La Crescent, MN 55947  
(507) 895-6848



Aerial view of North 3<sup>rd</sup> Street from west side Elm Street to North 4<sup>th</sup>/Park Streets on the east.  
Map supplied by Beacon Maps Houston County Local Government GIS for maps.



North 3<sup>rd</sup> Street is 29 feet wide.



**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF LA CRESCENT REGULATING  
PARKING ON N 3<sup>rd</sup> STREET**

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

SECTION I. There shall be no parking on the south side of N 3<sup>rd</sup> Street, from November 1 to April 1, from its intersection with Elm Street easterly to its intersection with N 4<sup>th</sup> Street; as shown on the attached Map.

SECTION II. Any person, firm or corporation that violates this Ordinance shall upon conviction be guilty of a petty misdemeanor. The penalty which may be imposed under this Section shall be a \$300.00 fine.

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

PASSED AND ENACTED this 11<sup>th</sup> day of September, 2023.

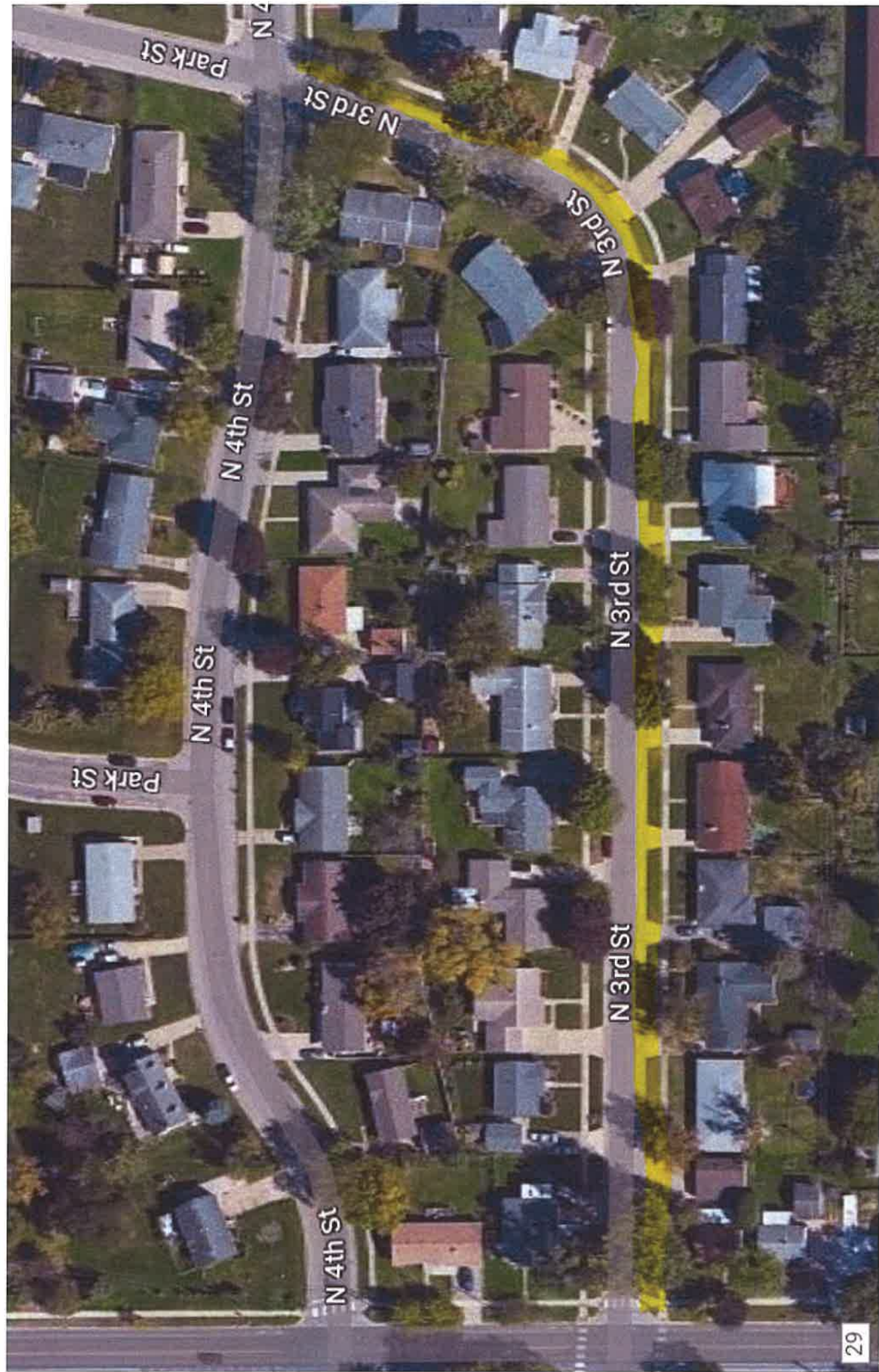
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Mayor

ATTEST:

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City Administrator



#3.9



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



August 31, 2023

Honorable Mayor and City Council Members

City Administrator Bill Waller

RE: Joint Power's Agreement (JPA) City of La Crescent & State of MN – CrowdStrike

This JPA between State IT (MN.IT) and the City of La Crescent is for purchasing a better anti-virus/anti-malware product (CrowdStrike) at greatly reduced pricing. This will replace the current LockNet provided anti-virus/anti-malware product.

All Executive Branch agencies are required to use the MN.IT CrowdStrike product. Through negotiations and grants, MN.IT is offering CrowdStrike to other governmental agencies in Minnesota at reduced pricing.

In addition, MN.IT, will monitor all CrowdStrike installations with the State's Security Operations Center and will respond to any alerts.

Sincerely,

Luke Ahlschlager  
Chief of Police

Enclosure: JPA



# State of Minnesota Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Information Technology Services ("State" or "MNIT") and City of La Crescent ("Governmental Unit" or "Organization").

## Recitals

Under Minnesota Statutes § 471.59, subd. 10, the parties are empowered to engage assistance as deemed necessary. The Governmental Unit needs endpoint detection tools and assistance to detect, hunt, and respond to cyber threats, risks, and vulnerabilities. The State is in the position to provide the Government Unit access to specific tools and assistance to provide endpoint tools and assistance as needed.

## Agreement

### 1. Term of Agreement

- 1.1 Effective Date: **July 1, 2023**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The parties may agree to extend this agreement, in increments as determined by the parties, through a properly executed written amendment.

### 2. Agreement between the Parties

The State agrees to provide the Government Unit with endpoint detection and response, Service Offering 5, as outlined in Exhibit A, which is attached and incorporated into this Agreement. In the event of any conflict between the joint powers agreement and Exhibit A, the joint powers agreement shall control.

### 3. Payment

The Government Unit agrees to pay the State for Service Offering 5 as outlined in Exhibit A. The total obligation of the Government Unit under this Agreement will not exceed \$[give total contract value].

### 4. Authorized Representatives

The State's Authorized Representative is **[Name, title, address, telephone number]**, or his/her successor.

The Governmental Unit's Authorized Representative is **Luke Ahlschlager, Chief of Police, 5078954414** or his/her successor.

### 5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6. Liability.**

Except for the specific claims released by Governmental Unit in Exhibit A, each party will be responsible for its own acts and behaviors and the results thereof.

**7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

**8. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the State or Governmental Unit receives a request to release data referred to in this agreement, the parties agree to comply with applicable law and consult as to how to respond to the request.

**9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10. Termination**

The State may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.



**1. Governmental Unit**

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

**2. MNIT**

*With delegated authority*

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

Signature: \_\_\_\_\_

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

**3. Commissioner of Administration**

*As delegated to The Office of State Procurement*

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

Signature: \_\_\_\_\_

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

Admin ID: \_\_\_\_\_

#6.1



**La Crosse County Convention & Visitors Bureau  
In-Person Board Meeting  
Explore La Crosse Office  
123 7<sup>th</sup> Street South  
Tuesday, August 29<sup>th</sup>, 2023  
8:00 a.m.**

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

**Ad Hoc:** Mary Larson (DMI), Beth Franklin (La Crosse Chamber), Jay Odegaard (City of La Crosse Parks and Rec), Elizabeth Poh (La Crosse Center), Brian Meeter (La Crescent Chamber)

**Executive Director:** A.J. Frels

**AGENDA**

- 1. Call to Order**
- 2. Introductions**
- 3. Consent Items**
  - a. Board Minutes**  
July 2023
  - b. Financial Committee**  
Minutes – August 2023  
Statements – July 2023
  - c. Community Updates**
- 4. Executive Director's Report – A.J. Frels**
- 5. Committees**
  - a. Membership - Pat Stephens**
  - b. Grants - Pat Stephens**
  - c. Convention/Sales - Dan Wick**
  - d. Marketing/Media - Jay Patel**
- 6. Old Business**
  - a. Belonging and Mattering Committee**
  - b. Parking District**
  - c. WIAA Sponsorship**
  - d. Frothbite Agreement**

**7. New Business**

- a. Draft - 2024 Budget
- b. C D Renewal
- c. Zartico Q2 Report
- d. Tour of The Hatchery

**8. Presentation** – Erik Sjolander, Director of Group Convention Sales

**9. Adjournment**

**Next board meeting** – Tuesday, September 19th, 2023 at 8:00 a.m. at the LCCVB Office at 123 7<sup>th</sup> Street South, La Crosse.



LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

**BOARD MEETING**

July 18, 2023– 8:00 a.m.

---

**Board Members:**

**Present:** Dave Ring, Dan Wick, Chris Roderique, Kalynn Kruger, Ryan Johnson, Ashley Santolin, Nathan Franklin,

Beth Franklin, Lynn Zielke, Jay Odegaard, Valerie Erickson, Dan Kapanke, Dan Stevens, Jen Burch, Jay Patel, Stephen Cohen, Cherryl Jostad, Pete Boese, Patrick Barlow, Vicki Markussen, Elizabeth Poh, Barb Janssen

**Excused:** Pat Stephens, Mary Larson, Kourtnei Alcock, Brian Meeter, Neal Zygarlicke

**Absent:** Pamela Maas

**Others present:**

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

**PROCEEDINGS:**

D. Ring brought the meeting to order at 8:05 a.m.

**Introductions**

-Brody Meier, Great River Harley Davidson

**Community Partners Update**

-La Crosse Chamber of Commerce: Fourth Fridays have been a successful event, and the next one will be held on July 28<sup>th</sup>. The next Business After Hours will be held on August 10<sup>th</sup>.

-La Crescent Chamber-N/A

**Event Center Updates:**

-La Crosse Center: Several events recently held including; JDRF, Coulee Con, Beer By Bike Brigade Bingo. Cole Swindell concert will be held in October.

-Omni Center: High School Hockey tournament will be held this weekend, and several ice rentals scheduled at the center this month.

**Consent Items:**

**MOTION:** To approve June 2023 Board Minutes, Financial Committee July 2023 Minutes and June 2023 Statements.

(D. Wick, P. Barlow) Carried.

**EXECUTIVE DIRECTOR REPORT:**

- Explore La Crosse Day with the Brewers was a success with 14 buses going this year, and an increased attendance over last year.

- We are working with Amanda Goodenough to schedule the next round of sessions for our belonging and mattering community classes. We will have two more LCCVB staff attend this round.

-Haleigh has been asked to speak on the SHRPA panel at TBEX on behalf of collaboration advice to both creators/travel writers and destinations.

-AJ and Haleigh met with Hannah from Oktoberfest to design a new poster program for Grand Awardees to welcome their attendees upon event arrivals.

-The TBEX FAM has been finalized, and we will host six attendees on July 21 & 22.

-The Mississippi River Sign at Riverside Park has been recently installed.

-AJ and Haleigh attended a demonstration from Driftscape. They are a self-guided digital map company. They will continue to look at other programs, but this one as of now seems to be what would be the best fit.

## COMMITTEE REPORTS:

**Membership-** Reports were distributed. Revenue for the month of June 2023 was at \$3,960 budgeted for \$5,500.

**Grants-** Reports were distributed. Thus far \$55,000 has been awarded in grants. The next meeting is scheduled for September 21st.

**Convention/Sales-** The sales training with John Leinen is going very well, the next session will be held this Thursday at the Impact meeting.

**Marketing/Media-** The Annual Report was distributed and has the information on the marketing campaigns and the impact.

## OLD BUSINESS:

-Support Letter for Discovery Campus-The copy of the letter of support was included in the meeting packet. We have received confirmation the letter was received, and thanked for providing the letter.

-Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Committee Update-AJ is waiting on an update of the meeting that Sam and Neal from the Chamber had regarding the passenger rail.

-Belonging and Mattering Committee. A few people have signed up for the committee, but we are wanting to get an additional one to two people, and will start meeting at that time.

-Parking District-The next meeting is scheduled for July 26<sup>th</sup>, and we look to have more information available after that meeting.

## NEW BUSINESS:

- Meeting Schedule for Key 5 and Finance Committee-Moving forward the two meetings will swap times for sake of duplication of some information. Finance Committee will meet at 8am, and Key 5 will meet at 9am on the scheduled meeting days.

-Terms for Officers

**MOTION:** to accept a change in policy for Officer Terms to be two-year terms effective with the 2023 slate of officers.

(D. Kapanke, N. Franklin) Carried.

-WIAA Sponsorship-AJ and Jeremiah will travel to Plover on July 24<sup>th</sup> to deliver the sponsorship dollars check to WIAA. They will also take the opportunity to discuss Cross-Country and an extension for State Track and Field.

-Frothbite Structure- We are working with the La Crosse Center to have a plan for this year's Frothbite. It appears that we will no longer co-op with them, but work with them on a client basis moving forward.

**Presentation-Ben Morgan, Director of Group Sales and Sports Servicing**

## Community Updates:

-Town of Campbell-National Night Out will be held on August 1<sup>st</sup>.

-Village of Holmen: National Night Out on August 1<sup>st</sup>. Holmen Kornfest August 18-20.

-City of La Crescent-August 1<sup>st</sup> Neighbors Night Out, July 28<sup>th</sup> is the next concert of the Summer Concert Series this year. La Crescent will have a torchlight parade as part of Applefest this year.

-City of Onalaska: Community Days will be held on August 4 & 5. Check out the new artwork at Great River Landing, the old Shopko location is getting updated for new businesses to move in.

-West Salem: National Night Out will be held on August 1<sup>st</sup>. Local businesses will have the opportunity to have tables at the event and display information.

**MOTION:** to adjourn at 9:10 am. (D. Stephens, J. Patel) Carried.

Respectfully submitted, Michelle Hoch

#6.2



TO: Honorable Mayor and City Council Members

FROM: Tyler Benish, Public Works Director

DATE: September 8, 2023

RE: Shore Acres Rd.- Train bridge incident

A handwritten signature in black ink, appearing to read "Tyler", is written over the "FROM:" line.

The La Crescent Police department was notified around 6:00pm September 5, 2023 of a crash involving a pull behind camper and the train bridge that is over Shore Acres Rd. The Police department is still actively investigating the incident.

On September 6<sup>th</sup>, 2023, MNDOT's Bridge inspection crew came down and did an impact damage inspection. MNDOT did not find any significant damage to the bridge, only finding new scrape marks. The MNDOT bridge inspection report is attached, page 8 is the summary of the impact damage inspection.

**2023 UPDATE**  
**BRIDGE INSPECTION REPORT**

**BRIDGE # L4586**  
**CP RAIL over STR 46**

DISTRICT: District 6

COUNTY: Houston

CITY/TOWNSHIP: La Crescent

STATE: Minnesota

Date of Inspection: 09/06/2023

Reason for Update Report: Inspection Item Updates

Equipment Used:

Owner: Railroad

Inspected By: Bale,Anthony

Report Written By: Anthony Bale

Report Reviewed By:

Final Report Date:



Table of Contents

SECTION

PAGE



Inspector: Bale,Anthony  
 Inspection Date: 09/06/2023

Structure Number: L4586  
 Facility Carried: RAILROAD

## Bridge Inspection Report Minnesota Structure Inventory Report

Bridge ID: L4586

CP RAIL over STR 46

+ GENERAL +	+ ROADWAY ON BRIDGE +	+ INSPECTION +																
Agency Br. No. Crew District 06 Maint. Area County 028 - Houston City La Crescent Township Desc. Loc. 0.5 MI N OF JCT TH 16 Sect., Twp., Range 11 104N - 04W Latitude 43.832358 Longitude -91.282928 Custodian 27 - Railroad Owner 27 - Railroad Insp Responsibility 234 - LACRESCENT Year Built 1900 Date Opened to Traffic MN Year Remodeled FHWA Year Reconstructed Bridge Plan Location 0 - NO PLAN Potential ABC 2 - N/A	Facility RAILROAD Functional Class. Urban Code ADT 0 YEAR HCA DT ADTT % National Highway System 0 LRS Mile Point I/D / Speed Limit Detour Length Lanes 0 Lanes ON Bridge Control Section (TH Only) Function 0 - NONE OF THE BELOW Type 0 - Highway traffic not carried Bridge Match ID R Roadway Key Route On Structure	Last Routine Insp Date 04/18/2023 Routine Insp Frequency 12 Inspector Name Bale,Anthony Status A - Open																
		+ NBI CONDITION RATINGS +																
		Deck 7 Superstructure 5 Substructure 6 Channel N Culvert N																
		+ NBI APPRAISAL RATINGS +																
		Structure Evaluation 5 Deck Geometry N Underclearances 3 Waterway Adequacy N Approach Alignment N																
		+ SAFETY FEATURES +																
		Bridge Railing N - NOT REQUIRED GR Transition N - NOT REQUIRED Appr. Guardrail N - NOT REQUIRED GR Termini N - NOT REQUIRED																
		+ SPECIAL INSPECTIONS +																
		<table style="width: 100%;"> <tr> <th></th><th>Y/N</th><th>Freq</th><th>Date</th></tr> <tr> <td>NSTM</td><td>N</td><td></td><td></td></tr> <tr> <td>Underwater</td><td>N</td><td></td><td></td></tr> <tr> <td>Pinned Asbly.</td><td>N</td><td></td><td></td></tr> </table>		Y/N	Freq	Date	NSTM	N			Underwater	N			Pinned Asbly.	N		
	Y/N	Freq	Date															
NSTM	N																	
Underwater	N																	
Pinned Asbly.	N																	
		+ WATERWAY +																
		Drainage Area (sq mi) Waterway Opening (sq ft) Navigation Control N - Not applicable, no waterway Pier Protection Nav. Clr. (ft) Vert. 0.0 Horiz. 0.0 Nav. Vert. Lift Bridge Clear. (ft) 0.0 MN Scour Code A - NON WATERWAY Scour Evaluation Year																
		+ CAPACITY RATINGS +																
		Design Load 8 - RAILROAD Operating Rating 7 - RAILROAD 65.0 Inventory Rating 7 - RAILROAD 65.0 Posting VEH: SEMI: DBL: Rating Date Overweight Permit Codes A: B: C:																
+ STRUCTURE +	+ RDWY DIMENSIONS ON BRIDGE +																	
Service On 2 - Railroad Service Under 1 - Highway, w/ or w/out ped. Main Span Type 3 - Steel 06 - Deck Girder Main Span Detail Appr. Span Type No Approach Span Appr. Span Detail Skew 0 Culvert Type Barrel Length	If Divided: NB-EB SB-WB Roadway Width ft ft Vertical Clearance ft ft Max. Vert. Clear. ft ft Horizontal Clear. ft ft Appr. Surface Width ft Bridge Roadway Width ft Median Width On Bridge ft																	
	+ MISC. BRIDGE DATA +																	
	Structure Flared 0 - No flare Parallel Structure N - No parallel structure Field Conn. ID Cantilever ID Foundations (Material/Type) Abutment 4 - MASONRY 0 - UNKNOWN Pier 4 - MASONRY 0 - UNKNOWN Historic Status 5 - Not eligible On - Off System 0 - OFF																	
	+ PAINT +																	
	Year Painted Painted Area sq ft Primer Type Finish Type																	
	+ BRIDGE SIGNS +																	
	Posted Load 0 - Not Required Traffic 0 - Not Required Horizontal 0 - Not Required Vertical 1 - Rdwy. Clr. Restriction																	
Number of Spans MAIN: 1 APPR: 0 TOTAL: Main Span Length 67.0 ft Structure Length 75.5 ft Deck Width (Out-to-Out) 11.0 ft Deck Material N - Not Applicable Wear Surf Type N - Not Applicable (applies only to structures with no deck) Wear Surf Install Year Wear Course/Fill Depth 0.00 ft Deck Membrane 0 - None Deck Rebars N - Not Applicable (no deck) MN Rebar Coating Deck Install Year Structure Area (Out-to-Out) 831 sq ft Roadway Area (Curb-to-Curb) sq ft Sidewalk Width - L/R 0.00 0.00 ft Curb Height - L/R 0.00 0.00 ft Rail Codes - L/R NN NN																		

**Inspector:** Bale,Anthony  
**Inspection Date:** 09/06/2023

**Structure Number:** L4586  
**Facility Carried:** RAILROAD

**Bridge Inspection Report**

**Minnesota Structure Inventory Report**

**Additional Roadways**

Bridge ID: L4586

STR 46 under CP RAIL

Inspector: Bale,Anthony  
Inspection Date: 09/06/2023

Structure Number: L4586  
Facility Carried: RAILROAD

Bridge Inspection Report

Roadway\_1

FEATURES

Road Name	STR 46
Functional Class.	7 - Local
ADT 75	YEAR 1986
HCADT (% of ADT)	
National Highway System	0 - Structure/Route is NOT on NHS
Route System	10 - M - Municipal Street
Route Number	30
Speed Limit	
Detour Length (mi.)	99
Lanes UNDER Bridge	1
Control Section (TH Only)	
Function	1 - MAINLINE
Type	3 - One lane brige for 2-way traffic
Bridge Match ID	1
Roadway Key	2 - UNDERRECORD 2 TYPE (IF ONLY 1 UNDERREC)

DIMENSIONS

	NB-EB	SB-WB *
Roadway Width (ft):	20.00	
Vertical Clearance (ft):	9.6	
Max. Vert. Clear. (ft):	9.6	
Horizontal Clear. (ft):	39.9	
Lateral Clr. - Lt (ft):		
Lateral Clr. - Rt (ft):	4.9	
Median Width		
Increasing LRS Route ID	1000023955620030-I	
Increasing LRS Measure	0.986	
Increasing LRS Date of Last Update	07/12/2022	
Decreasing LRS Route ID	1000023955620030-D	
Decreasing LRS Measure	0.986	
Decreasing LRS Date of Last Update	07/12/2022	

\* SB-WB entered only when the roadway is divided by a median.

# MINNESOTA BRIDGE INSPECTION REPORT

09/07/2023

## BRIDGE L4586 RAILROAD OVER STR 46

County: Houston	Location: 0.5 MI N OF JCT TH 16	Length: 75.5 ft.
City: La Crescent	Route: 0 Ref. Pt.:	Deck Width: 11.0 ft.
Township:	Control Section:	Rdwy. Area/ Pct. Unsnd: sq. ft. / %
Section: 11 Township: 104N Range: 04W Maint. Area:		Paint Area/ Pct. Unsnd: sq. ft. / %
Span Type: 3 - Steel 3 - Girder and Floorbeam	Local Agency Bridge Nbr.:	Culvert: N/A
List: System		Postings:

NBI Deck: 7 Super: 5 Sub: 6 Chan: N Culv: N  
 Open, Posted, Closed: A - Open  
 MN Scour Code: A - NON WATERWAY

Appraisal Ratings - Approach: N Waterway: N		Unofficial Structurally Deficient N
Required Bridge Signs - Load Posting: 0 - Not Required	Traffic: 0 - Not Required	Unofficial Functionally Obsolete N
Horizontal: 0 - Not Required	Vertical: 1 - Rdwy. Clr. Restriction	Unofficial Sufficiency Rating

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
31	Timber Deck	Update	09/06/2023	831 SF	831	0	0	0
		Routine	04/18/2023	831 SF	831	0	0	0
Notes: The timber deck is comprised of the timber railroad ties. Timber ties were new in 2014. [2014] - Some of the ties have minor splits at the ends. [2015-2022] - No change. [2023] - Inspection of underside and ends of timber ties only. Minor checking. No other concerns noted. Inspection of timbers performed with binoculars as access is restricted. (CS1)								

107	Steel Open Girder/Beam	Update	09/06/2023	151 LF	0	0	151	0
		Routine	04/18/2023	151 LF	0	0	151	0
Notes: Girder 1 (south) - Surface corrosion throughout the girder. There are areas of minor loss of section along the bottom flanges. [2012] - West end vertical stiffener, the bottom 5" of the vertical stiffener interior side of the girder is rusted away. [2013] - The bottom of 7 stiffeners on the interior side of the south girder are completely rusted through at the bottom. [2014-2016] - No change. [2017] - The west 36" on the inside and 23" on the outside of the bottom angle at the flange of G1 have up to 3/8" LOS (CS3). There is minor LOS along the inside bottom flange angle of G1 for the entire length. (CS3). Pack rust and LOS is occurring between the lower flanges and x-bracing connection plates on the girder. [2018] - No change. [2019] - The bottom 2" of the outside vertical stiffener of G1 above Bearing 1 is missing due to corrosion. [2020] - A 16" x 40" x 1" thick steel plate has been added for strength on the bottom flange at the abutment. [2021] - No change. [2022] - Minor insignificant scrapes from impact on the lower flange of the south girder. [2023] - No change.								

Girder 2 (north) -  
 Surface corrosion throughout the girder. There are areas of minor loss of section along the bottom flanges.  
 [2013] - 8 vertical stiffeners on the exterior and 2 on the interior of the north girder were severed at their base in the past and repaired with welded plates. The bottom flange of the north girder is tipped up to the south slightly in the location of the repaired stiffeners.  
 [2014-2016] - No change.  
 [2017] - The west 50" on the inside of the bottom angle at the flange of G2 have some LOS (CS3). The outside edge of the top plate of the lower flange of G2 has varying degrees of LOS for the entire length with the west 25' being the worst. This LOS does not impact the structure (CS3). Pack rust and LOS is occurring between the lower flanges and x-bracing connection plates on the girder.  
 [2018-2019] - No change.  
 [2020] - A 16" x 40" x 1" thick steel plate has been added for strength on the bottom flange at the abutment.  
 [2021-2022] - No change.  
 [2023] - There is 1 missing rivet on the north face of the lower flange just west of stiffener 7.

515	Steel Protective Coating	Update	09/06/2023	3300 SF	0	0	600	2700
		Routine	04/18/2023	3300 SF	0	0	600	2700

Notes: [2016] - Inside surfaces of both beams have complete paint failure. Moderate paint failure on the remainder.  
 [2017] - The interior paint system has failed. The exterior paint system has moderated deterioration. There is flaking paint on the bottom flanges of both girders.  
 [2018] - Continued paint failure (approx. 80%)  
 [2019-2023] - No change.

[illegible]

## BRIDGE L4586 RAILROAD OVER STR 46

[illegible]

# BRIDGE L4586 RAILROAD OVER STR 46

BRIDGE L4586

RAILROAD CULVERT

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
881	Steel Section Loss	Update	09/06/2023	1 EA	0	1	0	0
		Routine	04/18/2023	1 EA	0	1	0	0
Notes: [2014] - There are minor areas of section loss located along the girders. [2015] - Section loss is moderate to advanced. [2016] - No change. [2017] - Extensive through corrosion at the bottom of inside stiffeners of G1. Areas of section loss located along the girders is mostly on the connection angles and not the web or flange itself. (web <2%, flange 2-5%). Pack rust and LOS is occurring between the lower flanges and x-bracing connection plates on both girders. [2018-2023] - No change.								
885	Scour	Update	09/06/2023	1 EA	0	1	0	0
		Routine	04/18/2023	1 EA	0	1	0	0
Notes: [2019] - 4' +/- of scour was noted at both ends of the pier during this inspection. Continue to monitor during future inspections. [2020] - Water level was too high to inspect scour hole. [2021] - 4' +/- of scour was noted at both ends of the pier during this inspection. Continue to monitor during future inspections. [2022-2023] - Water level was too high to inspect scour hole. Check on follow up inspection.								
890	Load Posting or Vertical Clearance Signing	Update	09/06/2023	1 EA	0	1	0	0
		Routine	04/18/2023	1 EA	0	1	0	0
Notes: [2016] - Posted 7'6" vertical clearance in SB lane and 11'6" vertical clearance in NB lane. Postings should be placed on bridge above roadway. 7'6" sign is loose and leaning. [2017] - No signs are attached to the bridge itself. Posted signs are tipped but still legible and functioning as intended (CS2). [2018-2023] - No change.								
891	Other Bridge Signing	Update	09/06/2023	1 EA	0	1	0	0
		Routine	04/18/2023	1 EA	0	1	0	0
Notes: [2016] - "Low Clearance Ahead" signs posted in advance of structure. South sign is attached to a post anchored to a wheel filled with concrete. (CS2) [2017-2023] - No change.								
892	Slopes & Slope Protection	Update	09/06/2023	1 EA	1	0	0	0
		Routine	04/18/2023	1 EA	1	0	0	0
Notes: Slopes only at the west abutment.  The slopes are in good condition and stable at the time of this inspection. [2014] - Slopes are protected by piles of rock. [2015-2023] - No change.								
894	Deck & Approach Drainage	Update	09/06/2023	1 EA	0	0	1	0
		Routine	04/18/2023	1 EA	0	0	1	0
Notes: [2014] - Bridge has no drainage issues at time of inspection. Upper roadway ponds water along west shoulder under the bridge. Lower roadway is underwater. [2015] - Lower roadway goes underwater at times of high water on river. [2016-2022] - No change. [2023] - Both lanes are closed duet to highwater at the time of this inspection. (CS3)								
899	Miscellaneous Items	Update	09/06/2023	1 EA	1	0	0	0
		Routine	04/18/2023	1 EA	1	0	0	0
Notes: Utility conduits are attached across the top of the SW wingwall face and then follow both sides of the top of G1 to the pier. They are attached on the west face of the pier. [2019-2022] - All conduits appear to be firmly attached. [2023] - Conduit has been removed from across the SW wing.								
900	Protected Species	Update	09/06/2023	1 EA	0	1	0	0
		Routine	04/18/2023	1 EA	0	1	0	0
Notes: [2016-2023] - No protected species noted at the time of this inspection.								

General Notes: BR 4586

NOTE: Railroad Operating Company: Canadian Pacific Railroad contact number 1-800-716-9132.  
 24/7 Emergency Hotline: 1-800-766-7912

## BRIDGE L4586 RAILROAD OVER STR 46

ELEM NBR	ELEMENT NAME	REPORT TYPE	INSP. DATE	QUANTITY	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
	CPR Contact: Brian Osborne (Manager Public Works) 612-330-4555. Brian_Osborne@cpr.ca Jeramie Kelly (Manager Bridge Maintenance) 507-308-4979. Jeramie_Kelly@cpr.ca RR Mile Point: 283.27							

Access to the top side of the bridge is prohibited due to what the railroad considers trespassing. Contact the railroad employee in the bridge house to get permission to the top side of the bridge.

Frequently the east side roadway is flooded in the spring.

[2011] - Inspected by Gary Waletzki.

[2012] - Inspected by Steven Miller. The inspection was performed in May 2012 but entered into SIMS in October 2012 due to the district not having approved PA rights from the city.

[2013] - Bridge inspected by Tom Miles and Lino Awow. The east roadway was underwater and closed at the time of the inspection.

[2014] - Bridge inspected by Tom Miles. The east roadway was underwater and closed at the time of the inspection.

[2015] - Bridge inspected by Robert Pyfferoen. East roadway open to traffic at time of inspection.

[2016] - Inspected by Robert Pyfferoen.

[2017] - Inspected by Tom Miles. Access via hand reach and binoculars.

[2018] - Inspected by Robert Pyfferoen.

[2019] - Inspected by Tom Miles (follow up inspection required due to limited access from high water). Follow up inspection on 6/17/19.

[2020] - Inspected by Aaron Forthun.

[2021] - Inspected by Chad Hockens.

[2022] - Inspected by Chas Hockens.

[2023] - Inspected by Tom Miles (follow up inspection required due to limited access from high water). Follow up inspection by Keith Rosenau on 5/25/2023. Impact inspection on 09/06/2023 by Tony Bale.

58. Deck NBI: [2014] - NBI 7 - Ties have been replaced. Some of the new ties have minor splitting.

36A. Brdg Railings NBI: RR structure

36B. Transitions NBI: RR structure

36C. Appr Guardrail NBI: RR structure

36D. Appr Guardrail  
Terminal NBI: RR structure

59. Superstructure NBI: [2014] - Extensive corrosion on bearings. Corrosion also on lower flanges.  
[2017] - NBI 5 - Bearings have been replaced. Extensive corrosion on lower flanges and vertical stiffeners.

60. Substructure NBI: [2014] - NBI 6 - Moderate cracking with some spalling on wing end wall and backwall.

61. Channel NBI: RR structure over roadway.

62. Culvert NBI:

71. Waterway Adeq NBI: RR structure over roadway.

72. Appr Roadway  
Alignment NBI: RR structure.

Anthony Bale  
Inspector's Signature

Reviewer's Signature



## Pictures



Photo 1 - brL4586\_2023\_September impact damage (1)



Photo 2 - brL4586\_2023\_September impact damage (2)

## Pictures



Photo 3 - brL4586\_2023\_September impact damage (3)



Photo 4 - FB\_IMG\_1694018549690



## Pictures



Photo 5 - FB\_IMG\_1694018555755



Photo 6 - FB\_IMG\_1694018562228

**Maintenance**

Element	Source Code	Work Code	Description	P/R	Priority	Work Order #	Year Due	Last Viewed	Entered	Start Date	Completed
---------	-------------	-----------	-------------	-----	----------	--------------	----------	-------------	---------	------------	-----------