

**CITY OF HASTINGS  
CITY COUNCIL AGENDA**

**Monday, May 6, 2024**

**7:00 p.m.**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. DETERMINATION OF QUORUM**

**Proclamation: Veterans of Foreign Wars “Buddy Poppy”**

**V. APPROVAL OF MINUTES**

Approve Minutes of the City Council regular meeting on April 15, 2024.

**VI. COMMENTS FROM THE AUDIENCE**

*Comments from the audience may include remarks about items listed on the Consent Agenda.*

**VII. COUNCIL ITEMS TO BE CONSIDERED**

**VIII. CONSENT AGENDA**

*The items on the Consent Agenda are items of routine nature or no perceived controversy to be acted upon by the City Council in a single motion. There will be no discussion on these items unless a Councilmember so requests, in which event the items will be removed from the Consent Agenda to the appropriate Department for discussion.*

1. Pay Bills as Audited
2. Building Safety Month Proclamation
3. Resolution: Accept Donation to the Parks and Recreation Department from the Henn Family
4. Resolution: Accept Donation to the Parks and Recreation Department from Avionte LLC
5. Resolution: Accept Donation to the Parks and Recreation Department from Hastings Family Service
6. Resolution: Accept Donation to the Parks and Recreation Department from SC Toys
7. Resolution: Accept Donation to the Hastings Fire Department from Hastings Rivertown Lions Club
8. Resolution: Accept Donation to the Hastings Fire Department from Barbara Lippert
9. Approve Special Event Designation: Animal Ark 3k Walk with Temporary Liquor License
10. Approve Special Event Designation: Pride Festival
11. Resolution: Approve New Massage Therapist License for Raena Mueller-Dahl
12. Resolution: Approve Outdoor Tent Fireworks Sales License for TNT Fireworks at Walmart #1472
13. Resolution: Approve Temporary One-Day Gambling Permit for Hastings Family Service
14. Approve Sidewalk Café Renewal for Hastings Tavern with Liquor License Amendment
15. Authorize Project Work: 2025 Neighborhood Infrastructure Improvements
16. Approve Revision to Joint Powers Agreement with Dakota County: Opioid Settlement Funds
17. Approve 2024-2025 Labor Agreement with Teamsters Public and Law Enforcement Employees Union, Local #320 (Fire Captains)
18. Approve Pickleball Court Rental Policies and Fees
19. Write Off Uncollectable A/R Balances

**IX. AWARDING OF CONTRACTS AND PUBLIC HEARING**

*These are formal proceedings that give the public the opportunity to express their concern, ask questions, provide additional information, or support on a particular matter. Once the public hearing is closed, no further testimony is typically allowed and the Council will deliberate amongst itself and with staff and/or applicant on potential action by the Council.*

1. H Tobacco – Special Use Permit – Cannabis
  - a. Public Hearing
  - b. Resolution
2. Authorize Signature: Professional Services Agreement – Codametrics – Zoning Code Revision
3. Trail Easement Vacation – Smead Property
  - a. Public Hearing
  - b. Resolution

**X. REPORTS FROM CITY STAFF**

*These items are intended primarily for Council discussion and action. It is up to the discretion of the Mayor as to what, if any, public comment will be heard on these agenda items.*

**A. Public Works**

**B. Parks and Recreation**

1. 2nd Reading – Adopt Ordinance – Chapter 94: Parks & Recreation

**C. Community Development**

**D. Public Safety**

**E. Administration**

1. PFAS Update
2. Accounting Software Changeover
  - a. Overview
  - b. Resolution: Temporary Waiver of Utility Late Fees

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

**XIII. REPORTS FROM CITY COMMITTEES, OFFICERS, COUNCILMEMBERS**

**XIV. ADJOURNMENT**

**Next Regular City Council Meeting: Monday, May 20, 2024 7:00 p.m.**



## Proclamation Veterans of Foreign Wars “Buddy Poppy” In the City of Hastings, Minnesota

**WHEREAS**, At the end of World War I, The Veterans of Foreign Wars adopted the poppy as a symbol of freedom and the blood sacrificed by troops in wartimes; and

**WHEREAS**, Poppies are worn and displayed as a symbolic tribute to our fallen and the future of living veterans and servicemembers; and

**WHEREAS**, The annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

**WHEREAS**, the Buddy Poppy was registered with the United States Patent Office in February 1924. A certificate was issued on May 20, 1924, granting the VFW Organization all trademark rights in the name of Buddy under the classification of artificial flowers; and

**WHEREAS**, The Buddy Poppy was adopted as the official memorial flower of the Veterans of Foreign Wars of the United States, as it remains today; and

**WHEREAS**, The Buddy Poppy program provides financial assistance in maintaining state and national veteran’s rehabilitation and service programs and partially supports the VFW National Home; and

**WHEREAS**, The basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to “Honor the Dead by Helping the Living”.

**NOW THEREFORE, BE IT RESOLVED**, that I, Mayor of the City of Hastings, do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through your donations for Buddy Poppies on the day set for the distribution of these symbols of appreciation of the sacrifices of our honored dead.

**FURTHER**, I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens. **IN WITNESS WHEREOF**, I hereunto set my hand and sign this proclamation on this 6<sup>th</sup> day of May, 2024.

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Mary D. Fasbender, Mayor

**Hastings, Minnesota**  
**City Council Meeting Minutes**  
**April 15, 2024**

The City Council of the City of Hastings, Minnesota met in a regular meeting on Monday, April 15, 2024 at 7:00 p.m. in the Council Chambers at the Hastings City Hall, 101 East 4<sup>th</sup> Street, Hastings, Minnesota.

**Members Present:** Mayor Fasbender, Councilmembers Fox, Haus, Lawrence, Leifeld, Pemble, and Vihrachoff

**Members Absent:** None

**Staff Present:** City Administrator Dan Wietecha  
Assistant City Administrator Kelly Murtaugh  
City Attorney Kori Land  
Public Works Director Ryan Stempski  
Assistant City Engineer John Caven  
Parks and Recreation Director Chris Jenkins

**Presentation:** Dakota County Historical Society/LeDuc Historic Estate

**Presentation:** Arts & Culture Commission

**Approval of Minutes**

Mayor Fasbender asked if there were any additions or corrections to the minutes of the City Council workshop and regular meeting on April 1, 2024.

Minutes were approved as presented.

**Consent Agenda**

Councilmember Pemble motioned to approve the Consent Agenda as corrected, seconded by Councilmember Lawrence.

7 Ayes, 0 Nays.

1. Pay Bills as Audited
2. Resolution No. 04-10-24: Approve Premises Permit Renewals
3. Resolution No. 04-11-24: Accept Donation from the Milliren Family to the Parks and Recreation Department
4. Approve Special Event Designation – Historic Hastings Car Shows
5. Authorize Signature: Stormwater Management Agreement – Storage Werks
6. Authorize Signature: Dive Rescue International Agreement
7. Authorize Signature: Xcel Energy Construction Agreement for Street Lighting Facilities
8. Grant Agreement: James Metzen Mighty Ducks Grant Program
9. Accept Firearms Storage Grant
10. Declare Excess Property and Authorize for Public Sale - Facilities

**Resolution No. 04-12-24: Receiving Bids and Awarding Contract for the 2024 Neighborhood Project**

Stempski provided an overview of the 2024 Neighborhood Infrastructure Improvements. The City received eight bids for this project on April 5. Stempski summarized the bids received, indicating the process of qualification review. The qualification review for A-1 Excavating, Inc. determined their proposal score exceeded the minimum score necessary to be considered qualified to perform the project. Stempski noted that A-1 Excavating, Inc. completed a neighborhood project for the City of Hastings in the past, (2020-1), which

was completed on time, met quality requirements, and was on budget. Council is asked to move forward in adopting the resolution to award the contract to A-1 Excavating, Inc. in the total amount of \$2,797,421.60.

No Council discussion.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Haus.  
7 Ayes, 0 Nays.

#### **Resolution No. 04-13-24: Receiving Bids and Awarding Contract for the 2024 Mill & Overlay Program**

Stempski provided an overview of the request to adopt the resolution to award a contract for the 2024 Mill & Overlay Program. The City received five bids for this project on March 21. Stempski summarized the bids received, indicating the State Aid street portion of the program is paid for by State Aid funding up to \$250,000, the local residential non-State Aid streets will be paid by Mill & Overlay up to \$750,000, the ADA sidewalk improvements will be paid by Repair and Maintenance up to \$25,000, and the watermain re-bolting will be paid up to \$56,000 using Water Enterprise funds. Council is asked to move forward in adopting the resolution to award the contract to McNamara Contracting in the total amount of \$1,026,303.12.

No Council discussion.

Councilmember Leifeld motioned to approve as presented, seconded by Councilmember Lawrence.  
7 Ayes, 0 Nays.

#### **CSAH 42 Pedestrian Study**

Bryce LeBrun, project manager for Dakota County, provided an overview of the request to provide input on alternative solutions to develop solutions for pedestrian crossings along CSAH 42. In 2023, Dakota County partnered with HR Green to evaluate the corridor. LeBrun reviewed feedback from the initial open house and data collected throughout the study. Four alternatives with various treatments to address the challenges were presented as short- and long-term remedies. The project would also align adjacent portions of the Mississippi River Greenway with county greenway standards. The alternative options will be presented to the public for feedback at an open house in the near future. The City is responsible for 15% of the costs associated with the study with any future project budgeted through the normal budgetary process.

Council discussion on the timeframe for the Spring Lake Park trail expansion to Clayton Avenue. LeBrun indicated construction has already begun on the trail. Council discussed the data and comments supporting the removal of the bypass lane as a feature of the alternatives presented. Council discussion of some of the suggested features. Council expressed appreciation for the community engagement, safety focus, and alternatives. Councilmembers discussed traffic speed concerns throughout the corridor. Stempski requested an update about concerns raised regarding the crossing at The Confluence. LeBrun indicated that the County traffic department will be looking at that area.

#### **1<sup>st</sup> Reading – Chapter 94: Parks and Recreation**

Jenkins provided an overview of the request to repeal and replace City Code Chapter 94 regarding Parks and Recreation. The replacement provides simplified language and adds new language to be consistent with current permits, leases, and other City ordinances. Jenkins indicated the Parks and Recreation Commission reviewed and discussed changes in August, 2023 and supports the proposed changes.

Council discussion on the updated language for dogs on leashes in parks and clarity of the changes.

Councilmember Fox motioned to approve as presented, seconded by Councilmember Vihrachoff.

7 Ayes, 0 Nays.

### **Strategic Plan – 1<sup>st</sup> Quarter 2024 Review**

Wietecha provided an overview of the 1<sup>st</sup> Quarter 2024 Report. Wietecha indicated we continue to refine the report format. He shared information on the City Council Workshop on May 6 on the Strategic Plan where there may be discussion on the report format as well as the detail or goals within some of the plan initiatives.

Council discussion on report format and incorporating a progress metric.

### **PFAS Update**

Wietecha presented the PFAS Update, planning to have this as a recurring topic on the Council agenda as there will be many changes in the coming months. Wietecha reviewed key updates and the various communication efforts to the public. The EPA released its minimum contaminant levels at 4 parts per trillion, putting 5 of 6 wells out of compliance as well as the Veterans Home well. There will be a public meeting Thursday, May 9 at 6 pm in the Hastings High School Auditorium with the Minnesota Department of Health and Minnesota Pollution Control Agency presenting and taking community questions. The compliance timeframe is 5 years and, pending financial resources, compliance will take 3-3 ½ years.

### **Announcements**

- On April 17, the Recycling Crash Course explains where our recycling goes and why it works.
- Volunteer to plant trees in celebration of Arbor Day on Friday, April 19. Please pre-register.
- Attend the Birding Festival at Carpenter Nature Center on Saturday, April 20, with classes to introduce you to raptors, birding, bird banding, and guided bird trips.
- On Wednesday, April 24, the Organics Crash Course explains how composting works and benefits our community. Attendees will have the chance to win a kitchen countertop bin to collect food scraps.
- Dakota County Historic Society invites you to “Black Hastings: A Community Gathering” at the Lawshe Memorial Museum in South St. Paul on Saturday, April 27. During this free event, lunch will be provided and attendees can view exhibits, including “Black Pioneers in Dakota County” and learn about the upcoming George Daniels exhibit at the LeDuc Estate and plans for the Black Heritage Trail.
- Join us for a 20-mile guided Birds and Bison Bike Ride with birds from Carpenter Nature Center and an interpretive bison stop at Spring Lake Park. Please pre-register.
- The Arts & Culture Commission hosts the annual Creative Convergence on Thursday, May 9. All arts and culture organizations and individuals are invited to attend and network.
- Please join us 6 pm Thursday, May 9, in the Hastings High School Auditorium for a presentation on PFAS in Hastings. Representatives from the Minnesota Department of Health and Minnesota Pollution Control Agency will be present for a question and answer period.
- On Saturday, May 11, we have a mattress and box spring drop-off and document shredding event. Discounted price for mattress and box spring recycling and shredding is free. Info on the City website.

### **Meetings**

- Heritage Preservation Commission Meeting on Tuesday, April 16, 2024 at 7:00 p.m.
- Parks and Recreation Commission Meeting on Wednesday, April 17, 2024 at 6:00 p.m.
- Public Safety Advisory Commission Meeting on Thursday, April 18, 2024 at 6:30 p.m.
- Public Safety Committee Meeting on Monday, April 22, 2024 at 7:00 p.m.
- Planning Commission Meeting on Monday, April 22, 2024 at 7:00 p.m.

- Utilities Committee Meeting on Monday, April 29, 2024 at 7:00 p.m.
- City Council Workshop on Monday, May 6, 2024 at 5:30 p.m.
- City Council Regular Meeting on Monday, May 6, 2024 at 7:00 p.m.

Councilmember Pemble motioned to adjourn the meeting at 8:25 PM, seconded by Councilmember Haus. Ayes 7; Nays 0.

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Kelly Murtaugh, City Clerk

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Mary D. Fasbender, Mayor



## ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members

**From:** Connie Lang - Accountant

**Date:** 05/02/2024

**Item:** Disbursements

### **Council Action Requested:**

Staff requests:

Council review of March 2024 CC payments.

Council review of weekly routine disbursements issued 04/23/2024 and 04/30/2024.

Council approval of routine disbursements, capital purchases and employee reimbursements to be issued 05/07/2024.

### **Background Information:**

Disbursements for routine items are made weekly. Disbursements for capital purchases and employee reimbursements are made twice a month, subsequent to Council approval.

### **Financial Impact:**

March 2024 CC Payments	\$	32,709.32
Disbursement checks, EFT issued on 04/23/2024	\$	168,263.01
Disbursement checks, EFT issued on 04/30/2024	\$	197,736.89
Disbursement checks, EFT to be issued on 05/07/2024	\$	1,244,764.66

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** • Council Reports



## Credit Card Purchases March 2024

Date	Vendor	Amount	Account	Description
03/21/2024	Vzwriss My Vz Vb P	360.00	101-102-1021-6321	Verizon Cell Phones
03/25/2024	Paypal Assnmcount	30.00	101-102-1021-6323	Pemle - Managing Constituent Conversations workshop
03/25/2024	League Of Minnesota Ci	520.00	101-102-1021-6323	LMC Annual Conference registration fee
03/08/2024	Signarama	73.13	101-102-1021-6450	Sign for DawnMarie Vihrachoff
03/04/2024	Subway 41826	91.97	101-102-1021-6450	City Council Workshop 3/4/2024
03/21/2024	Vzwriss My Vz Vb P	40.01	101-105-1051-6321	Verizon Air Cards
03/07/2024	Checkr, Inc Checkr.Com	114.00	101-107-1052-6307	February Payment
03/18/2024	Minnesota Safety Counc	685.00	101-107-1052-6312	Membership renewal
03/21/2024	Hastings Area Chamber	25.00	101-107-1061-6323	social media workshop put on by the Hastings Chamber
03/21/2024	Minnesota Assoc Of Gov	85.00	101-107-1061-6433	Annual membership dues for professional group.
03/06/2024	Wal-Mart #3404	6.42	101-107-1061-6450	card stock for printing legislative fact sheets
02/27/2024	Lock & Dam Eatery	45.04	101-107-1061-6450	unauthorized purchase for taking new employee to lunch. Will reimburse with personal check.
03/21/2024	Vzwriss My Vz Vb P	40.01	101-107-1071-6321	Verizon Air Cards
03/06/2024	Amzn Mktp Us	-19.80	101-107-1072-6217	Refund on order
03/06/2024	Amzn Mktp Us	-118.80	101-107-1072-6217	Refund on order
03/06/2024	Amzn Mktp Us	-79.20	101-107-1072-6217	Refund on order
03/01/2024	Minnesota Government F	70.00	101-120-1201-6433	MN GFOA Membership Renewal - DeBernardi
03/20/2024	Kwik Trip #694	34.00	101-140-1401-6212	Gas for new truck couldn't make it to town on little fuel
03/23/2024	Amzn Mktp US Ra3d44e0	38.93	101-140-1401-6217	Kpod coffee pot cleaner and C batteries
03/02/2024	Amzn Mktp US Rz48y8nb1	36.87	101-140-1401-6217	replacement wheels
02/29/2024	Nte 5410	199.99	101-140-1401-6217	2wheel dolly
02/27/2024	Menards Cottage Grove	95.79	101-140-1401-6217	Ladder, Paint supplies, screws
02/27/2024	Amzn Mktp US Rz4ic77h0	11.90	101-140-1401-6217	Hooks and batteries
03/15/2024	lapmo	100.00	101-140-1401-6323	RPZ test
03/20/2024	Thero Realtruck	313.55	101-140-1401-6354	Running boards for new truck
03/12/2024	1000bulbs.Com	118.62	101-140-1402-6353	Emergency LED exit
02/27/2024	Amzn Mktp US Rz4ic77h0	20.44	101-140-1402-6353	Hooks and batteries
03/02/2024	Amazon.Com Rn8cs41s0	51.80	101-140-1403-6353	Filter replacement
02/27/2024	Amzn Mktp US Rz4iw94y2	44.57	101-140-1403-6353	keypad and timer
02/27/2024	Menards Cottage Grove	17.04	101-140-1406-6353	Ladder, Paint supplies, screws
02/27/2024	Menards Cottage Grove	32.22	101-140-1407-6353	Ladder, Paint supplies, screws
03/21/2024	Vzwriss My Vz Vb P	41.24	101-150-1501-6321	Verizon Cell Phones
03/19/2024	American Planning A	835.00	101-150-1501-6323	American Planning Association Conference Registration - Menke
02/27/2024	Jersey Mikes Online Or	243.12	101-150-1501-6450	Dinner for Commissioner training with Kori Land
03/13/2024	Eig Constantcontact.Co	49.40	101-160-1061-6310	Monthly billing for enewsletter software
03/20/2024	Ebay O 14-11334-38675	17.96	101-160-1601-6217	2x headsets for Tanya and spare
03/02/2024	Amzn Mktp US Rn2b291r0	92.30	101-160-1601-6217	ipad case DWest, kvm for IT
03/16/2024	Comcast Cable Comm	84.90	101-160-1601-6308	Cable
03/24/2024	Centurylink Lumen	89.49	101-160-1601-6321	911 Service
03/21/2024	Vzwriss My Vz Vb P	40.01	101-160-1601-6321	Verizon Air Cards
03/07/2024	At&t Payment	398.20	101-160-1601-6321	ATT FirstNet - March Invoice
03/04/2024	Cdw Govt #px59452	1,947.50	101-160-2100-6570	Barco Clickshare for FD
03/12/2024	Cub Foods #1635	77.63	101-201-2010-6201	Coffee For PD and Batteries for digital tire pressure gauge in PD garage
03/09/2024	Innovative Office Solu	143.05	101-201-2010-6201	Office supplies
03/13/2024	Casesys #3361	34.75	101-201-2010-6212	Purchased gas in Moorhead as I drove there for a BCA training.
02/27/2024	Fleet Farm 6500	60.47	101-201-2010-6217	Hand warmers for Burnsville funeral
03/19/2024	4imprint, Inc	301.29	101-201-2010-6311	CEO SWAG Temporary tattoos. A portion of the receipt was cut off and it is incomplete.
03/04/2024	In Marie Ridgeway Lic	1,170.00	101-201-2010-6311	Marie Ridgeway and Assoc - Yearly check in for staff
02/27/2024	In Translanguages Llc	250.00	101-201-2010-6311	Interpretation services for case number 24-000252
03/21/2024	Vzwriss My Vz Vb P	1,159.64	101-201-2010-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	1,030.92	101-201-2010-6321	Verizon Cell Phones
03/26/2024	Usps Po 2642300046	5.70	101-201-2010-6322	24000405 blood/urine kit was mailed to BCA for testing.
03/25/2024	Usps Po 2642300046	5.00	101-201-2010-6322	Mailed DUI blood/urine kit to the BCA for testing.
03/25/2024	Usps Po 2642300046	5.70	101-201-2010-6322	Mailed DUI blood/urine kit to the BCA for testing.
03/13/2024	Usps Po 2642300046	5.08	101-201-2010-6322	Mailed search warrant to a bank in California regarding case #23900148
03/11/2024	Usps Po 2642300046	5.70	101-201-2010-6322	BCA Evidence Kit
03/08/2024	Usps Po 2642300046	5.70	101-201-2010-6322	Receipt is for Mailing of a blood sample for HPD to the BCA
03/25/2024	Bca Training Education	75.00	101-201-2010-6323	I paid for Officer Jacobson's BCA DMT-G online recertification training.
03/25/2024	Bca Training Education	300.00	101-201-2010-6323	Latsch DMT Refresher/MNSANI Conference registration. Two trainings but only one invoice from BC
03/19/2024	360 Communities	140.00	101-201-2010-6323	Luncheon for 360 Communities Banquet - Chief, DC, Commander, CEO
03/14/2024	Courtyard By Marriott	237.28	101-201-2010-6323	Hotel for BCA training in Moorhead
03/07/2024	Bca Training Education	75.00	101-201-2010-6323	BCA DMT Operator Course for Officer Jacob Willers
03/06/2024	Vrbo Ha3824h	4,188.79	101-201-2010-6323	IACP - Boston, VRBO for Chief and DC
03/01/2024	Wp Mnwomenpolice.Com	461.25	101-201-2010-6323	Rinowski training conference Minnesota Association of Women Police
02/28/2024	Bca Training Education	250.00	101-201-2010-6323	BCA Training Course approved by Hastings PD Admin
03/01/2024	Wp Mnwomenpolice.Com	30.00	101-201-2010-6433	Ofcr. Freeman membership Minnesota Association of Women in Police
02/28/2024	Terry S Hardware	122.42	101-201-2019-6230	Batteries for the Aimpoint PRO red-dot sights on the AR-15's and 40mm less lethal weapon systems.
03/21/2024	Stokes Pharmacy	69.26	101-201-2219-6231	Stokes eye drops
03/01/2024	Hudson Road Animal Hos	61.35	101-201-2219-6231	Stool sample for Hudson Road animal hospital
03/13/2024	Department Of Labor An	1,519.38	101-230-2301-2015	Feb 24 Bldg Permit Surcharge
03/16/2024	Amzn Mktp US R699v4ky2	39.95	101-230-2301-6240	Jerry Hard Hat
03/16/2024	Amzn Mktp US R63h35212	52.86	101-230-2301-6240	laser pointers at inspectors request
03/09/2024	Amzn Mktp US Rn80x76p2	54.94	101-230-2301-6240	Lonnie Hard Hat
03/21/2024	Vzwriss My Vz Vb P	220.92	101-230-2301-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	123.72	101-230-2301-6321	Verizon Cell Phones
03/06/2024	Rascals Bar & Grill	101.15	101-230-2301-6323	Dakota County Building Officials Lunch
03/05/2024	Kwik Trip #249	12.00	101-230-2301-6354	Car Wash

03/13/2024	Intl Code Council Inc	110.00	101-230-2301-6433	Membership renewal
03/21/2024	Vzwriss My Vz Vb P	40.01	101-300-3100-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	41.24	101-300-3100-6321	Verizon Cell Phones
03/21/2024	League Of Minnesota Ci	20.00	101-300-3100-6323	Bo Schuette Training
03/21/2024	Vzwriss My Vz Vb P	32.82	101-301-3200-6321	Verizon Cell Phones
03/12/2024	Tennis Sanitation	103.08	101-401-5001-6311	Recycle/Garbage
03/09/2024	Amazon.Com R60m511d0	263.00	200-401-4440-6214	canopy for party wagon
03/20/2024	Menards Cottage Grove	89.16	200-401-4440-6217	Misc supplies
03/12/2024	McNeilus Steel	2,927.97	200-401-4440-6228	Steel for portable restroom enclosures
02/27/2024	McNeilus Steel	479.48	200-401-4440-6228	materials
03/02/2024	Amazon.Com Rn1az9pi0	269.54	200-401-4440-6240	trolling motor for parks boat
03/21/2024	Vzwriss My Vz Vb P	75.02	200-401-4440-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	74.06	200-401-4440-6321	Verizon Cell Phones
02/29/2024	Nrpa Operating	70.00	200-401-4440-6323	CEU Petition and fee for Jenkins CPRP renewal
02/29/2024	Nrpa Operating	70.00	200-401-4440-6323	Jenkins CPRP Certification Renewal
03/15/2024	Spotify	11.88	200-401-4440-6433	playlist creation for events
03/14/2024	U Of M Contlearning Ol	1,160.00	200-401-4440-6433	Pesticides recertification
03/22/2024	Amzn Mktp US Rh6u74s22	38.67	200-401-4440-6450	Tamper proof bolts
03/07/2024	Amzn Mktp US Rz7jk9rj1	119.58	200-401-4440-6450	garbage grabbers
03/08/2024	Pop Up Party Rental	647.84	200-401-4440-6494	inflatables for rec+art+pd programming
03/13/2024	American Red Cross	358.04	201-401-4240-6217	Training supplies
03/11/2024	Whentowork Inc	412.00	201-401-4240-6319	Scheduling software
03/18/2024	Delta 00622199799314	296.20	201-401-4240-6323	Flight for LGI-T training
03/18/2024	American Red Cross	341.25	201-401-4240-6323	LGI-T training course
03/12/2024	Horizon Commercial Poo	385.00	201-401-4240-6323	AFO recertification
03/17/2024	Kwik Trip #249	10.83	213-210-2100-6212	Fuel for Brush 1 Pump
03/17/2024	Terry S Hardware	52.02	213-210-2100-6212	4-cycle fuel for small engines
03/23/2024	Wm Supercenter #1472	121.28	213-210-2100-6217	Station supplies
03/07/2024	Wal-Mart #1472	217.08	213-210-2100-6217	Station supplies
02/29/2024	Terry S Hardware	43.23	213-210-2100-6217	Garage door opener
02/27/2024	Wm Supercenter #1472	43.06	213-210-2100-6217	Items purchased for C-shift
03/23/2024	National Registry Emt	150.00	213-210-2100-6218	EMT patches for uniforms
03/22/2024	National Registry Emt	150.00	213-210-2100-6218	Paramedic patches for uniforms
03/21/2024	Vzwriss My Vz Vb P	500.14	213-210-2100-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	98.46	213-210-2100-6321	Verizon Cell Phones
03/26/2024	Dive Rescue Internatio	150.00	213-210-2100-6323	Ice Rescue Trainer Recert-Likes, Bickner, Lippert
02/26/2024	Mn Iaai	275.00	213-210-2100-6323	MN IAIAI Registration conference fee - Stevens
02/28/2024	Minnesota State Colleg	575.00	213-210-2100-6323	Registration for Fire Instructor II - Cysiewski
02/26/2024	Mn Iaai	275.00	213-210-2100-6323	Registration fee full conference - Storlie
03/18/2024	Coborns Superstore	45.99	221-201-2021-6450	Celebratory Cake for new officer Officer Running and Knochenmus Investigator Assignment
03/03/2024	Holiday Stations 3563	29.19	221-201-2021-6450	Propane Refill for Blackstone
03/02/2024	Pelican Products	159.81	222-201-2015-6450	Camera cases for Sgt Squad. Investigation/traffic safety
03/01/2024	Economic Development A	400.00	407-180-1502-6323	EDAM Conference Registration - Hinzman
03/21/2024	Vzwriss My Vz Vb P	41.24	407-180-6003-6321	Verizon Cell Phones
03/21/2024	The Ups Store 4008	16.92	484-300-3631-6590	2024 Neighborhood Project Department of Health Permit Mailing
03/21/2024	Vzwriss My Vz Vb P	295.08	600-300-3300-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	35.01	600-300-3300-6321	Verizon Air Cards
03/21/2024	Vzwriss My Vz Vb P	82.48	600-300-3300-6321	Verizon Cell Phones
03/07/2024	Best Western St Cloud	236.52	600-300-3300-6323	Water Conference Lodging - Joe Spagnoletti
03/07/2024	Best Western St Cloud	236.52	600-300-3300-6323	Water Conference Lodging - Matt Lindeman
02/29/2024	Menards Cottage Grove	59.44	600-300-3300-6357	Casters
03/08/2024	Mn Pollution Control A	130.00	601-300-3400-6323	Wastewater School - Ben Banitt
03/08/2024	Mn Pollution Control S	2.80	601-300-3400-6323	Wastewater School Service Fee - Ben Banitt
03/17/2024	Amzn Mktp US Rh8ia0cb2	26.98	603-300-3600-6353	Light bar
03/20/2024	Menards Cottage Grove	119.40	615-401-4103-6216	Softener Salt 20 bags
02/26/2024	Menards Cottage Grove	119.40	615-401-4103-6216	Softner Salt (20 Bags)
03/01/2024	Twin City Filter Servi	257.08	615-401-4103-6217	Filters
<b>TOTAL</b>		<b>32,709.32</b>		

PACKET: 09278 **Regular Payments**  
 VENDOR SET: 1  
 FUND : 101 GENERAL  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
1 -002344	METROPOLITAN LIFE INSUR					
		I-MAY 2024	101-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	3,585.29
		I-MAY 2024	101-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	213.75-
1 -1	MISCELLANEOUS VENDOR					
	HOUSE OF WINES	I-APR24 REFUND	101-107-1071-5220	CANNABIS LICE RFD-HOUSE OF W APPL. FEE	207818	500.00
1 -11011	CUB FOODS					
		I-APR24 REFUND	101-107-1071-5220	CANNABIS LICE CUB - REFUND-APPLICATION FEE	207811	500.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						4,371.54
-----						
1 -002043	HEALTH STRATEGIES					
		I-00018	101-107-1052-6312	TESTING SERVI PREPLACEMENT MEDICAL EXAM	207815	483.00
				DEPARTMENT 107	CITY CLERK	TOTAL:
						483.00
-----						
1 -001480	HOMETOWN ACE HARDWARE					
		I-18440	101-140-1401-6217	OTHER GENERAL F.C. SUPPLIES	207817	58.17
1 -16343	ECOLAB PEST ELIMINATION					
		I-2644364	101-140-1407-6310	MAINTENANCE C C.S PEST CONTROL 4-02-24	207812	85.00
1 -49365	MN DEPT LABOR & INDUSTR					
		I-ALR0161613X	101-140-1404-6353	REPAIRS & MAI C.H. ELEVATOR OPERATOR PERMIT	207823	100.00
		I-ALR0161671X	101-140-1403-6353	REPAIRS & MAI P.D. ELEVATOR ANNUAL PERMIT	207823	100.00
1 -76750	TERRYS HARDWARE, INC.					
		C-333726	101-140-1403-6353	REPAIRS & MAI P.D. BRACKETS RETURNED	207830	13.90-
		I-333641	101-140-1403-6353	REPAIRS & MAI FOAM SEALANT	207830	21.78
		I-333850	101-140-1401-6217	OTHER GENERAL F.C. BRUSH, STEP LADDER	207830	100.98
		I-333916	101-140-1401-6217	OTHER GENERAL F.C. SUPPLIES	207830	44.49
				DEPARTMENT 140	FACILITY MANAGEMENT	TOTAL:
						496.52
-----						
1 -000328	OFFICE OF MN.IT SERVICE					
		I-DV24030453	101-160-1601-6308	DP/COMPUTER/I MAR 24 WAN USAGE	207827	572.51
1 -002309	BAYCOM INC					
		I-EQUIPINV_048864	101-160-1601-6571	NON-CAP COMPU PD VEHICLE DOCK (QTY 1)	207809	300.00
				DEPARTMENT 160	I.T.	TOTAL:
						872.51
-----						
1 -000215	HILLERS FLOORING AMERIC					
		I-2117425	101-201-2010-6520	BUILDINGS & S WORKOUT ROOM REFLOORING	207816	7,927.20

PACKET: 09278 Regular Payments  
 VENDOR SET: 1  
 FUND : 101 GENERAL  
 DEPARTMENT: 201 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
1 -74367	SOUTH EAST TOWING OF HA					
		I-APR2024 STATEMENT	101-201-2010-6364	RENTAL-OTHER APRIL LOT RENT	207829	195.00
				DEPARTMENT 201 POLICE	TOTAL:	8,122.20
-----						
1 -000191	O'REILLY AUTOMOTIVE					
		I-1544-487168	101-301-3200-6353	REPAIRS & MAI COUPLERS, BLADES, FILTER	207826	102.04
1 -000885	FULL SERVICE BATTERY, I					
		I-0026625	101-301-3200-6353	REPAIRS & MAI BATTERIES, NUTS/BOLTS	207813	214.90
1 -001480	HOMETOWN ACE HARDWARE					
		I-18317	101-301-3200-6353	REPAIRS & MAI FASTENERS	207817	1.49
		I-18337	101-301-3200-6353	REPAIRS & MAI 2" COUPLE	207817	2.41
1 -001656	NAPA AUTO PARTS					
		I-2845-627024	101-301-3200-6353	REPAIRS & MAI TIRE PATCH, SPARK PLUGS, VALVE	207824	87.32
		I-2845-627612	101-301-3200-6353	REPAIRS & MAI HR METER	207824	69.99
1 -002483	ROCK OIL REFINING INC.					
		I-330175	101-301-3200-6212	MOTOR FUEL & USED OIL DISPOSAL	207828	120.00
1 -88735	WERNER IMPLEMENT CO INC					
		I-34434	101-301-3200-6353	REPAIRS & MAI BEARINGS	207832	87.22
				DEPARTMENT 301 PUBLIC WORKS STREETS	TOTAL:	685.37
-----						
1 -26761	GRAYBAR ELECTRIC					
		I-9336758503	101-302-3201-6353	REPAIRS & MAI LEDS	207814	487.86
		I-9336772255	101-302-3201-6353	REPAIRS & MAI LIGHTS, CAPS	207814	1,850.52
1 -72014	CITY OF ST PAUL					
		I-IN57868	101-302-3201-6353	REPAIRS & MAI SIGNAL MATERIALS	207810	45.92
		I-IN57869	101-302-3201-6353	REPAIRS & MAI LABOR & EQUIP-TH61 @ TH55	207810	964.00
				DEPARTMENT 302 PUBLIC WORKS STR. LIGHTS	TOTAL:	3,348.30
-----						
			FUND 101 GENERAL		TOTAL:	18,379.44

PACKET: 09278 Regular Payments  
 VENDOR SET: 1  
 FUND : 200 PARKS  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
1 -002344	METROPOLITAN LIFE INSUR					
		I-MAY 2024	200-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	667.32
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						667.32
-----						
1 -001480	HOMETOWN ACE HARDWARE					
		I-18441	200-401-4440-6356	UPKEEP OF GRO MISC BOLTS FOR BENCHES	207817	39.90
		I-18445	200-401-4440-6356	UPKEEP OF GRO CLAMP	207817	8.36
		I-18455	200-401-4447-6350	REPAIRS & MAI HOSE REEL INSTALL	207817	9.29
		I-18459	200-401-4447-6350	REPAIRS & MAI HOSE REEL INSTALL	207817	58.70
		I-18470	200-401-4440-6356	UPKEEP OF GRO ELBOW	207817	8.92
		I-18487	200-401-4440-6356	UPKEEP OF GRO BENCH SUPPLIES	207817	40.06
		I-18494	200-401-4440-6217	OTHER GENERAL MISC BOLTS	207817	22.68
		I-18536	200-401-4440-6240	SMALL TOOLS & SHOVELS	207817	158.97
		I-18537	200-401-4440-6240	SMALL TOOLS & WRENCH SETS	207817	29.73
1 -001666	INDEPENDENT BLACK DIRT					
		I-35072	200-401-4440-6356	UPKEEP OF GRO BLACK DIRT	207819	360.00
1 -001712	NAPA AUTO PARTS					
		I-2845-626999	200-401-4440-6353	REPAIRS & MAI BATTERY	207825	83.23
		I-2845-627081	200-401-4440-6353	REPAIRS & MAI BLASTER	207825	6.99
		I-2845-627181	200-401-4440-6217	OTHER GENERAL OIL DRY AND CLIP	207825	52.11
		I-2845-627209	200-401-4440-6353	REPAIRS & MAI PAINTER MAINT	207825	57.95
		I-2845-627222	200-401-4440-6217	OTHER GENERAL SPRAY FOR SHOP	207825	15.32
		I-2845-627316	200-401-4440-6353	REPAIRS & MAI OIL FOR PAINTER AND FILTER	207825	72.50
		I-2845-627756	200-401-4440-6353	REPAIRS & MAI BATTERY FOR TRAILER	207825	51.98
		I-2845-627778	200-401-4440-6216	CHEMICALS & C BRAKE CLEANER&TOWELS FOR SHOP	207825	99.87
		I-2845-627779	200-401-4440-6217	OTHER GENERAL CALIPER	207825	3.99
		I-2845-627901	200-401-4440-6217	OTHER GENERAL SMELL GOODS	207825	4.51
1 -02104	ANDERSEN, EARL F.					
		I-0135777-IN	200-401-4440-6226	STREET SIGN/S SIGNS FOR BALL PARK	207808	420.00
1 -76750	TERRYS HARDWARE, INC.					
		I-333650	200-401-4440-6356	UPKEEP OF GRO RED LIQUID TAPE	207830	11.79
		I-333660	200-401-4440-6356	UPKEEP OF GRO PLATE AND RIVETS	207830	14.27
		I-333663	200-401-4440-6356	UPKEEP OF GRO KEYS	207830	14.32
		I-333700	200-401-4440-6356	UPKEEP OF GRO STRAP	207830	3.19
				DEPARTMENT 401	PARKS & RECREATION	TOTAL:
						1,648.63
-----						
				FUND	200	PARKS
						TOTAL:
						2,315.95

PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 205 CABLE TV

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN

VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
1 -002344	METROPOLITAN LIFE INSUR						
		I-MAY 2024	205-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	18.40	
DEPARTMENT					NON-DEPARTMENTAL	TOTAL:	18.40
-----							
FUND					205 CABLE TV	TOTAL:	18.40



PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 220 LEDUC HISTORIC ESTATE

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN

VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
1 -002344	METROPOLITAN LIFE INSUR							
		I-MAY 2024	220-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	6.42		
DEPARTMENT					NON-DEPARTMENTAL	TOTAL:	6.42	
-----								
FUND					220	LEDOC HISTORIC ESTATE	TOTAL:	6.42



PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 600 WATER

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
=====								
1 -002344	METROPOLITAN LIFE INSUR							
		I-MAY 2024	600-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	142.17		
1 -1	MISCELLANEOUS VENDOR							
	ZEIEN, DEB	I-000202310252123	600-300-3300-1353	ACCOUNTS RECE 13-008000-00	207834	177.46		
DEPARTMENT						NON-DEPARTMENTAL	TOTAL:	319.63
-----								
FUND						600 WATER	TOTAL:	319.63

PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 601 WASTEWATER

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 -002344	METROPOLITAN LIFE INSUR					
		I-MAY 2024	601-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	108.92
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						108.92
				FUND	601 WASTEWATER	TOTAL:
						108.92

PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 603 STORM WATER UTILITY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN

VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 -002344	METROPOLITAN LIFE INSUR					
		I-MAY 2024	603-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	165.99
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 165.99
				FUND	603 STORM WATER UTILITY	TOTAL: 165.99

PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 615 ARENA

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: GEN

VIII-01

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
1 -002344	METROPOLITAN LIFE INSUR						
		I-MAY 2024	615-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	208.19	
DEPARTMENT					NON-DEPARTMENTAL	TOTAL:	208.19
-----							
FUND					615 ARENA	TOTAL:	208.19

PACKET: 09278 Regular Payments  
 VENDOR SET: 1  
 FUND : 620 HYDRO ELECTRIC  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
1 -002344	METROPOLITAN LIFE INSUR					
		I-MAY 2024	620-000-0000-2192	DENTAL INSURA MAY 2024 DENTAL PREMIUM	207822	8.56
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	8.56
-----						
1 -001656	NAPA AUTO PARTS					
		I-2845-627099	620-300-3500-6353	REPAIRS & MAI BELT	207824	10.05
				DEPARTMENT 300 PUBLIC WORKS	TOTAL:	10.05
-----						
			FUND 620	HYDRO ELECTRIC	TOTAL:	18.61

PACKET: 09278 Regular Payments

VENDOR SET: 1

FUND : 703 VEHICLE AND EQUIP FUND

DEPARTMENT: 600 MISCELLANEOUS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 -000760	WILDSIDE GRAPHIX LLC					
		I-3410	703-600-6006-6540	MOTOR VEHICLE DOOR LOGOS	207833	175.63
DEPARTMENT 600 MISCELLANEOUS TOTAL:						175.63
FUND 703 VEHICLE AND EQUIP FUND TOTAL:						175.63

PACKET: 09278 Regular Payments  
 VENDOR SET: 1  
 FUND : 705 INSURANCE FUND  
 DEPARTMENT: 600 MISCELLANEOUS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
1 -44647	LEAGUE OF MN CITIES INS	I-22469	705-600-6004-6340	INSURANCE WOR WORKERS COMP CLAIM #00500912	207821	390.36
1 -44648	LEAGUE MN CITIES INSURA	I-APRIL 2024 - 1	705-600-6004-6338	INSURANCE PRO PROPERTY/CASUALTY COVERAGE	207820	609.00
		I-APRIL2024	705-600-6004-6340	INSURANCE WOR WORKERS COMP PREMIUM	207820	97,535.00
			DEPARTMENT 600	MISCELLANEOUS	TOTAL:	98,534.36
			FUND 705	INSURANCE FUND	TOTAL:	98,534.36
					REPORT GRAND TOTAL:	121,990.20

\*\* G/L ACCOUNT TOTALS \*\*

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YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
PRIOR	600-300-3300-1353	ACCOUNTS RECEIVABLE-METERE	177.46						
	** PRIOR YEAR TOTALS **		177.46						
2024-2025	101-000-0000-2192	DENTAL INSURANCE WITHHOLDI	3,371.54						
	101-107-1052-6312	TESTING SERVICES	483.00	16,200	12,888.00				
	101-107-1071-5220	CANNABIS LICENS*NON-EXPENS	1,000.00	0	5,000.00				
	101-140-1401-6217	OTHER GENERAL SUPPLIES	203.64	7,300	4,916.39				
	101-140-1403-6353	REPAIRS & MAINT-EQUIPMENT	107.88	14,500	7,420.77				
	101-140-1404-6353	REPAIRS & MAINT-EQUIPMENT	100.00	20,000	17,301.37				
	101-140-1407-6310	MAINTENANCE CONTRACTS	85.00	2,291	1,945.00				
	101-160-1601-6308	DP/COMPUTER/INTERNET FEES	572.51	10,212	7,574.67				
	101-160-1601-6571	NON-CAP COMPUTER EQUIPMENT	300.00	112,700	65,811.73				
	101-201-2010-6364	RENTAL-OTHER EQUIPMENT-LEA	195.00	126,866	43,875.61				
	101-201-2010-6520	BUILDINGS & STRUCTURES	7,927.20	7,927	0.20				Y
	101-301-3200-6212	MOTOR FUEL & OIL	120.00	74,027	62,864.80				
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	565.37	75,000	69,139.47				
	101-302-3201-6353	REPAIRS & MAINT-EQUIPMENT	3,348.30	24,579	3,154.52				
	200-000-0000-2192	DENTAL INSURANCE W/H	667.32						
	200-401-4440-6216	CHEMICALS & CHEMICAL PRODU	99.87	14,500	14,196.26				
	200-401-4440-6217	OTHER GENERAL SUPPLIES	98.61	2,500	1,519.79				
	200-401-4440-6226	STREET SIGN/SIGN REPAIR MA	420.00	25,000	24,430.00				
	200-401-4440-6240	SMALL TOOLS & EQUIPMENT	188.70	8,000	6,299.10				
	200-401-4440-6353	REPAIRS & MAINT-EQUIPMENT	272.65	25,000	24,043.39				
	200-401-4440-6356	UPKEEP OF GROUNDS	500.81	90,000	79,190.41				
	200-401-4447-6350	REPAIRS & MAINT-BUILDING	67.99	14,500	6,829.41				
	205-000-0000-2192	DENTAL INSURANCE W/H	18.40						
	213-000-0000-2192	DENTAL INSURANCE WITHHOLDI	909.72						
	213-210-2100-6217	OTHER GENERAL SUPPLIES	26.94	5,000	4,515.03				
	213-210-2100-6433	DUES,SUBSCRIPTIONS, MEMBERS	322.00	10,040	22,099.05				Y
	213-210-2100-6450	MISCELLANEOUS	480.00	9,500	2,296.07				
	220-000-0000-2192	DENTAL INSURANCE W/H	6.42						
	600-000-0000-2192	DENTAL INSURANCE W/H	142.17						
	601-000-0000-2192	DENTAL INSURANCE W/H	108.92						
	603-000-0000-2192	DENTAL INSURANCE W/H	165.99						
	615-000-0000-2192	DENTAL INSURANCE W/H	208.19						
	620-000-0000-2192	DENTAL INSURANCE W/H	8.56						
	620-300-3500-6353	REPAIRS & MAINT-EQUIPMENT	10.05	44,000	32,950.99				
	703-600-6006-6540	MOTOR VEHICLES	175.63	420,386	322,702.25				
	705-600-6004-6338	INSURANCE PROPERTY	609.00	0	358,842.00				Y
	705-600-6004-6340	INSURANCE WORKERS COMP	97,925.36	520,892	175,438.94				
	** 2024-2025 YEAR TOTALS **		121,812.74						



## \*\* DEPARTMENT TOTALS \*\*

VIII-01

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	4,371.54
101-107	CITY CLERK	483.00
101-140	FACILITY MANAGEMENT	496.52
101-160	I.T.	872.51
101-201	POLICE	8,122.20
101-301	PUBLIC WORKS STREETS	685.37
101-302	PUBLIC WORKS STR. LIGHTS	3,348.30
-----		
101 TOTAL	GENERAL	18,379.44
200	NON-DEPARTMENTAL	667.32
200-401	PARKS & RECREATION	1,648.63
-----		
200 TOTAL	PARKS	2,315.95
205	NON-DEPARTMENTAL	18.40
-----		
205 TOTAL	CABLE TV	18.40
213	NON-DEPARTMENTAL	909.72
213-210	FIRE	828.94
-----		
213 TOTAL	FIRE & AMBULANCE	1,738.66
220	NON-DEPARTMENTAL	6.42
-----		
220 TOTAL	LEDUC HISTORIC ESTATE	6.42
600	NON-DEPARTMENTAL	319.63
-----		
600 TOTAL	WATER	319.63
601	NON-DEPARTMENTAL	108.92
-----		
601 TOTAL	WASTEWATER	108.92

## \*\* DEPARTMENT TOTALS \*\*

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ACCT	NAME	AMOUNT
603	NON-DEPARTMENTAL	165.99
-----		
603 TOTAL	STORM WATER UTILITY	165.99
615	NON-DEPARTMENTAL	208.19
-----		
615 TOTAL	ARENA	208.19
620	NON-DEPARTMENTAL	8.56
620-300	PUBLIC WORKS	10.05
-----		
620 TOTAL	HYDRO ELECTRIC	18.61
703-600	MISCELLANEOUS	175.63
-----		
703 TOTAL	VEHICLE AND EQUIP FUND	175.63
705-600	MISCELLANEOUS	98,534.36
-----		
705 TOTAL	INSURANCE FUND	98,534.36
-----		
	** TOTAL **	121,990.20

NO ERRORS

\*\* END OF REPORT \*\*

PACKET: 09279 **EFT Payments**  
 VENDOR SET: 1  
 FUND : 101 GENERAL  
 DEPARTMENT: 000 NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
-----						
1	-002108	USS MN V MT LLC				
		I-87830	101-000-0000-6451	SOLAR GARDEN MAR 24 HUBERS SOLAR GARDEN	009613	9,444.00
1	-002225	USS MN VII MT LLC				
		I-87831	101-000-0000-6451	SOLAR GARDEN MAR 24 WILDCAT SOLAR - ARENA	009614	1,360.21
		I-87831	101-000-0000-6451	SOLAR GARDEN MAR 24 WILDCAT SOLAR - HYDRO	009614	6,099.18
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	16,903.39
-----						
1	-002264	ABDO LLP				
		I-487017	101-107-1052-6319	PROFESSIONAL POSITION CLASS-P&R OFFICE ASST	009615	125.00
				DEPARTMENT 107 CITY CLERK	TOTAL:	125.00
-----						
1	-001051	CRESCENT ELECTRIC SUPPL				
		I-S512226049.001	101-140-1407-6353	REPAIRS & MAI C.S. CEILING FANS/FAN CONTROLS	009606	681.82
		I-S512226049.002	101-140-1407-6353	REPAIRS & MAI C.S. BOXES, SWITCHES, WALL LITES	009606	451.32
1	-26725	W.W. GRAINGER, INC.				
		I-9076295972	101-140-1404-6353	REPAIRS & MAI C.H. FILTERS	009625	361.80
		I-9081305063	101-140-1404-6353	REPAIRS & MAI C.H. COUNCIL A.V. ROOM FAN	009625	333.91
		I-9083486952	101-140-1402-6353	REPAIRS & MAI P.W. HEATER MOTOR	009625	68.25
1	-97310	ZIEGLER, INC.				
		I-IN001424180	101-140-1403-6310	MAINTENANCE C POLICE-CONTRACT SCANNING ATS	009633	703.25
		I-IN001424180	101-140-1406-6310	MAINTENANCE C FIRE-CONTRACT SCANNING ATS	009633	703.25
				DEPARTMENT 140 FACILITY MANAGEMENT	TOTAL:	3,303.60
-----						
1	-000652	SYMBOLARTS, LLC				
		I-0490014	101-201-2010-6218	CLOTHING & BA INVESTIGATOR BADGE 1428	009604	125.00
1	-001944	GUARDIAN SUPPLY LLC				
		I-17973	101-201-2010-6218	CLOTHING & BA YOUNG UNIFORM ALLOWANCE	009612	129.97
1	-75153	STREICHERS				
		I-I1692784	101-201-2019-6230	WEAPONRY 40 MM PROJECTILES	009631	1,262.80
				DEPARTMENT 201 POLICE	TOTAL:	1,517.77
-----						
1	-10870	CRYSTEEL TRUCK EQUIPMEN				
		I-FP195477	101-301-3200-6353	REPAIRS & MAI CONTROL, JOYSTICK	009622	562.50
1	-26725	W.W. GRAINGER, INC.				
		I-9081653348	101-301-3200-6353	REPAIRS & MAI BUSHINGS, PULLEY	009625	74.99

PACKET: 09279 EFT Payments

VENDOR SET: 1

FUND : 101 GENERAL

DEPARTMENT: 301 PUBLIC WORKS STREETS

BANK: GEN

VIII-01

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 -79344	NUSS TRUCK & EQUIPMENT					
		I-PSO096014-1	101-301-3200-6353	REPAIRS & MAI CARTRIDGE, KIT, BLADES	009632	111.08
		I-SWO023384-1	101-301-3200-6353	REPAIRS & MAI LABOR, SUPPLIES	009632	279.59
					DEPARTMENT 301 PUBLIC WORKS STREETS	TOTAL: 1,028.16
					FUND 101 GENERAL	TOTAL: 22,877.92

PACKET: 09279 EFT Payments  
 VENDOR SET: 1  
 FUND : 200 PARKS  
 DEPARTMENT: 401 PARKS & RECREATION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT			
1 -001086	PIONEER MANUFACTURING C								
		I-INV921436	200-401-4440-6214	RECREATION SU PAINT FOR FIELDS	009607	1,678.32			
1 -001194	PIRTEK BURNSVILLE								
		I-BU-T00009913 - 1	200-401-4447-6350	REPAIRS & MAI HYDRO HOSE - JMF REPAIR	009608	165.85			
1 -002362	DALCO								
		I-4216733	200-401-4447-6350	REPAIRS & MAI JMF SUPPLIES	009616	509.68			
1 -00355	ACE TRAILER SALES								
		I-455663	200-401-4440-6353	REPAIRS & MAI CABLE FOR TRAILER	009619	11.95			
1 -04126	BARR ENGINEERING CO.								
		I-23191527.00 - 1	200-401-4440-6311	EXPERT & CONS MRT EROSION PROJECT 2024	009620	4,505.59			
1 -49400	MIRACLE RECREATION EQUI								
		I-873527	200-401-4440-6356	UPKEEP OF GRO BUBBLES FOR PLAYGROUNDS	009628	2,361.24			
					DEPARTMENT 401	PARKS & RECREATION	TOTAL:	9,232.63	
					FUND	200	PARKS	TOTAL:	9,232.63

PACKET: 09279 EFT Payments  
 VENDOR SET: 1  
 FUND : 213 FIRE & AMBULANCE  
 DEPARTMENT: 210 FIRE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
-----						
1 -17799	ELECTRO WATCHMAN, INC	I-422042	213-210-2100-6350	REPAIRS & MAI REPAIR TO DOOR READER UNITS	009623	413.67
1 -48018	MACQUEEN EQUIPMENT, INC	I-W06020	213-210-2100-6354	REPAIRS & MAI REPAIR TO ENGINE 1	009627	323.15
1 -73168	SHERWIN-WILLIAMS	I-6421-4	213-210-2100-6520	BUILDINGS & S DORM PROJECT PAINT	009630	113.55
					DEPARTMENT 210 FIRE	TOTAL: 850.37
-----						
1 -001869	McKESSON MEDICAL-SURGIC	I-21970073	213-220-2200-6219	MEDICAL & FIR MEDICAL SUPPLIES	009611	44.54
1 -62700	LINDE GAS & EQUIPMENT I	I-42296600	213-220-2200-6216	CHEMICALS & C OXYGEN	009629	173.61
					DEPARTMENT 220 AMBULANCE	TOTAL: 218.15
-----						
					FUND 213 FIRE & AMBULANCE	TOTAL: 1,068.52

PACKET: 09279 EFT Payments

VENDOR SET: 1

FUND : 220 LEDUC HISTORIC ESTATE

DEPARTMENT: 450 LEDUC

BANK: GEN

VIII-01

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 -24760	GERLACH OUTDOOR POWER E					
		I-264043	220-450-4160-6353	REPAIRS & MAI L.D. SNOWBLOWER REPAIRS	009624	661.88
					DEPARTMENT 450 LEDUC	TOTAL: 661.88
					FUND 220 LEDUC HISTORIC ESTATE	TOTAL: 661.88

PACKET: 09279 EFT Payments  
VENDOR SET: 1  
FUND : 600 WATER  
DEPARTMENT: 300 PUBLIC WORKS  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 -000135	R J SAYERS DISTRIBUTING	I-00027449	600-300-3300-6216	CHEMICALS & C CAR WASH SOLUTION	009602	370.15
1 -000515	HAWKINS INC	I-6729715	600-300-3300-6216	CHEMICALS & C GRUNDFOS, SEAL KIT	009603	931.59
1 -001021	INNOVATIVE OFFICE SOLUT	I-IN4509317	600-300-3300-6217	OTHER GENERAL LABEL CARTRIDGES	009605	36.96
1 -001682	CORE & MAIN LP	I-U537839	600-300-3300-6590	CONTRACTORS & 1" METERS	009610	1,620.00
		I-U696639	600-300-3300-6590	CONTRACTORS & METER HEAD	009610	455.06
1 -002482	LAKE SUPERIOR CONSULTIN	I-61388	600-300-3300-6357	REPAIRS & MAI TH316 SERVICE BREAK CONSULT	009618	2,500.00
1 -79344	NUSS TRUCK & EQUIPMENT	I-PSO094125-1	600-300-3300-6357	REPAIRS & MAI CARTRIDGE	009632	15.95
					DEPARTMENT 300 PUBLIC WORKS	TOTAL: 5,929.71
					FUND 600 WATER	TOTAL: 5,929.71



PACKET: 09279 EFT Payments

VENDOR SET: 1

FUND : 601 WASTEWATER

DEPARTMENT: 300 PUBLIC WORKS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 -002378	POMP'S TIRE SERVICE, IN	I-2350004302	601-300-3400-6357	REPAIRS & MAI TIRES, CASING, CAP, STEM	009617	1,837.16
					DEPARTMENT 300 PUBLIC WORKS	TOTAL: 1,837.16
					FUND 601 WASTEWATER	TOTAL: 1,837.16

PACKET: 09279 EFT Payments

VENDOR SET: 1

FUND : 615 ARENA

DEPARTMENT: 401 PARKS & RECREATION

BANK: GEN

VIII-01

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT		
1 -001314	HUEBSCH LAUNDRY CO.							
		I-20308588	615-401-4103-6350	REPAIRS & MAI ENTRY RUG SERVICE	009609	39.64		
1 -04652	BECKER ARENA PRODUCTS,I							
		I-612286	615-401-4103-6353	REPAIRS & MAI REPAIRS TO WEST RINK BOARDS	009621	1,870.00		
					DEPARTMENT 401	PARKS & RECREATION	TOTAL:	1,909.64
					FUND	615 ARENA	TOTAL:	1,909.64

PACKET: 09279 EFT Payments  
 VENDOR SET: 1  
 FUND : 620 HYDRO ELECTRIC  
 DEPARTMENT: 300 PUBLIC WORKS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN **VIII-01**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 -42700	K R WEST CO INC.					
		I-00397576	620-300-3500-6353	REPAIRS & MAI OIL SAMPLING	009626	392.56
1 -73168	SHERWIN-WILLIAMS					
		I-7537-6	620-300-3500-6217	OTHER GENERAL PAINT	009630	32.51
		I-9254-6	620-300-3500-6217	OTHER GENERAL BRUSH	009630	5.43
		I-9276-9	620-300-3500-6217	OTHER GENERAL PAINT, ROLLER	009630	36.42
DEPARTMENT 300 PUBLIC WORKS					TOTAL:	466.92
FUND 620 HYDRO ELECTRIC					TOTAL:	466.92

PACKET: 09279 EFT Payments

VENDOR SET: 1

FUND : 703 VEHICLE AND EQUIP FUND

DEPARTMENT: 600 MISCELLANEOUS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: GEN

VIII-01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	EFT #	AMOUNT
1 -10870	CRYSTEEL TRUCK EQUIPMEN					
		I-FP195441	703-600-6006-6540	MOTOR VEHICLE BACKRACK,HW KIT,BRACKETS,BED	009622	1,851.98
				DEPARTMENT 600 MISCELLANEOUS	TOTAL:	1,851.98
				FUND 703 VEHICLE AND EQUIP FUND	TOTAL:	1,851.98
					REPORT GRAND TOTAL:	45,836.36

\*\* G/L ACCOUNT TOTALS \*\*

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YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2024-2025	101-000-0000-6451	SOLAR GARDEN EXPENSE	16,903.39	0	36,007.29	-	Y		
	101-107-1052-6319	PROFESSIONAL SERVICES	125.00	14,239	9,743.10				
	101-140-1402-6353	REPAIRS & MAINT-EQUIPMENT	68.25	13,200	12,946.53				
	101-140-1403-6310	MAINTENANCE CONTRACTS	703.25	10,120	7,309.14				
	101-140-1404-6353	REPAIRS & MAINT-EQUIPMENT	695.71	20,000	17,301.37				
	101-140-1406-6310	MAINTENANCE CONTRACTS	703.25	6,032	1,462.08				
	101-140-1407-6353	REPAIRS & MAINT-EQUIPMENT	1,133.14	12,837	11,431.37				
	101-201-2010-6218	CLOTHING & BADGES	254.97	30,100	18,722.05				
	101-201-2019-6230	WEAPONRY	1,262.80	18,000	5,868.85				
	101-301-3200-6353	REPAIRS & MAINT-EQUIPMENT	1,028.16	75,000	69,139.47				
	200-401-4440-6214	RECREATION SUPPLIES	1,678.32	10,000	6,849.50				
	200-401-4440-6311	EXPERT & CONSULTING	4,505.59	58,000	50,794.41				
	200-401-4440-6353	REPAIRS & MAINT-EQUIPMENT	11.95	25,000	24,043.39				
	200-401-4440-6356	UPKEEP OF GROUNDS	2,361.24	90,000	79,190.41				
	200-401-4447-6350	REPAIRS & MAINT-BUILDING	675.53	14,500	6,829.41				
	213-210-2100-6350	REPAIRS & MAINT-BUILDING	413.67	2,000	1,586.33				
	213-210-2100-6354	REPAIRS & MAINT-VEHICLES	323.15	69,500	68,541.28				
	213-210-2100-6520	BUILDINGS & STRUCTURES	113.55	20,000	13,020.19				
	213-220-2200-6216	CHEMICALS & CHEMICAL PRODU	173.61	22,000	16,868.65				
	213-220-2200-6219	MEDICAL & FIRST AID	44.54	58,000	37,630.88				
	220-450-4160-6353	REPAIRS & MAINT-EQUIPMENT	661.88	6,300	4,878.12				
	600-300-3300-6216	CHEMICALS & CHEMICAL PRODU	1,301.74	40,000	36,762.73				
	600-300-3300-6217	OTHER GENERAL SUPPLIES	36.96	3,150	2,825.24				
	600-300-3300-6357	REPAIRS & MAINT-LINES	2,515.95	112,000	100,574.39				
	600-300-3300-6590	CONTRACTORS & CONSTRUCTION	2,075.06	135,000	119,066.79				
	601-300-3400-6357	REPAIRS & MAINT-LINES	1,837.16	65,000	59,442.62				
	615-401-4103-6350	REPAIRS & MAINT-BUILDING	39.64	12,500	11,012.34				
	615-401-4103-6353	REPAIRS & MAINT-EQUIPMENT	1,870.00	23,000	12,756.51				
	620-300-3500-6217	OTHER GENERAL SUPPLIES	74.36	1,450	1,275.19				
	620-300-3500-6353	REPAIRS & MAINT-EQUIPMENT	392.56	44,000	32,950.99				
	703-600-6006-6540	MOTOR VEHICLES	1,851.98	420,386	322,702.25				
	** 2024-2025 YEAR TOTALS **		45,836.36						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-000	NON-DEPARTMENTAL	16,903.39
101-107	CITY CLERK	125.00
101-140	FACILITY MANAGEMENT	3,303.60
101-201	POLICE	1,517.77

\*\* DEPARTMENT TOTALS \*\*

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ACCT	NAME	AMOUNT
101-301	PUBLIC WORKS STREETS	1,028.16
-----		
101 TOTAL	GENERAL	22,877.92
200-401	PARKS & RECREATION	9,232.63
-----		
200 TOTAL	PARKS	9,232.63
213-210	FIRE	850.37
213-220	AMBULANCE	218.15
-----		
213 TOTAL	FIRE & AMBULANCE	1,068.52
220-450	LEDUC	661.88
-----		
220 TOTAL	LEDUC HISTORIC ESTATE	661.88
600-300	PUBLIC WORKS	5,929.71
-----		
600 TOTAL	WATER	5,929.71
601-300	PUBLIC WORKS	1,837.16
-----		
601 TOTAL	WASTEWATER	1,837.16
615-401	PARKS & RECREATION	1,909.64
-----		
615 TOTAL	ARENA	1,909.64
620-300	PUBLIC WORKS	466.92
-----		
620 TOTAL	HYDRO ELECTRIC	466.92
703-600	MISCELLANEOUS	1,851.98
-----		
703 TOTAL	VEHICLE AND EQUIP FUND	1,851.98
-----		
** TOTAL **		45,836.36

NO ERRORS

\*\* END OF REPORT \*\*

VENDOR SET: 1 City of Hastings

ITEMS PRINTED: PAID, UNPAID

PACKET: 09272 US - Refund

FUND : 600 WATER

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT	
1 -1	BUDACH, MAUREEN	I-000202404112185	600-300-3300-1353	02-071000-02	207835	5.39	
1 -1	HARRINGTON, JOHN/NANCY	I-000202404112186	600-300-3300-1353	03-006000-00	207838	202.94	
1 -1	GOLDEN KEY PROPERTY MNG	I-000202404112187	600-300-3300-1353	05-059000-04	207837	8.27	
1 -1	SPIRIT RECOVERY CENTER	I-000202404112188	600-300-3300-1353	08-125000-04	207839	2.04	
1 -1	DIAZ, EMILY	I-000202404112189	600-300-3300-1353	13-553940-04	207836	217.81	
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL:	436.45
FUND 600 WATER						TOTAL:	436.45
REPORT GRA						TOTAL:	436.45

\*\* G/L ACCOUNT TOTALS \*\*

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YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2024	600-300-3300-1353	ACCOUNTS RECEIVABLE-METERE	436.45						
		** 2024 YEAR TOTALS	436.45						

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
600	NON-DEPARTMENTAL	436.45
600 TOTAL	WATER	436.45
	** TOTAL **	436.45

NO ERRORS

\*\* END OF REPORT \*\*



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	902.61
			MAY 2024 LIFE INS PREMIUM	34.44
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	196.66
			APR 2024 VISION PREMIUM	6.10
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	271.62
		TOTAL:	1,411.49	
NON-DEPARTMENTAL	GENERAL	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	296.40
			TOTAL:	296.40
COUNCIL & MAYOR	GENERAL	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	41.40
			TOTAL:	41.40
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS LLC	MISC OFFICE SUPPLIES-CITY	97.64
			BACKORDERED OFFICE SUPPLY-	3.64
			BACKORDERED SUPPLY-CITY HA	7.89
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	6.90
		TOTAL:	116.07	
CITY CLERK	GENERAL	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	20.70
			MAY 2024 LIFE INS PREMIUM	5.87
			TOTAL:	26.57
FINANCE	GENERAL	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	27.60
			TOTAL:	27.60
FACILITY MANAGEMENT	GENERAL	RF GARAGE DOOR LLC	F.D. SPRING BROKE & EXTRA	2,655.00
		MILLER DUNWIDDIE ARCHITECTURE, INC	ARCHITECTURAL SERV- C.H. P	5,835.81
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	5.87
		DAKOTA COUNTY FINANCE	MAR 24 FUEL	137.39
		TERRYS HARDWARE, INC.	F.C. SAFETY GLASSES	14.97
			F.C. PLIER, POOL WIRE	32.99
			F.C. SUPPLIES	126.63
		TOTAL:	8,808.66	
COMMUNITY DEVELOPMENT	GENERAL	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	6.90
			TOTAL:	6.90
I.T.	GENERAL	SOLARWINDS, INC.	DAMEWARE MAINTENANCE	273.00
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	20.70
		CIVICPLUS, LLC	MUNICODE ANNUAL SUBSCRIPTI	3,700.00
		DAKOTA COUNTY FINANCE	APR 24 IT SERVER LEASE	250.00
		ESRI /ENVIRONMENTAL SYSTEMS RESEARCH I	ARCGIS ANNUAL SUBSCRIPTION	4,454.40
TOTAL:	8,698.10			
POLICE	GENERAL	ADVANCED GRAPHIX	HPD MAGNETS FOR GIVEAWAYS	453.00
		MED COMPASS	HEARING TESTS	1,050.00
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	241.47
		DAKOTA COUNTY FINANCE	MAR 24 RADIO SUBSCRIBER FE	1,726.42
			MAR 24 FUEL	3,318.40
			MARCH 2024 FLEET SERVICES	2,683.96
		DAKOTA COUNTY TECH COLLEGE	PURSUIT REFRESHER	600.00
TOTAL:	10,073.25			
BUILDING & INSPECTIONS	GENERAL	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	41.40
			MAY 2024 LIFE INS PREMIUM	6.90

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DAKOTA COUNTY FINANCE	MAR 24 FUEL	178.98
			TOTAL:	227.28
PUBLIC WORKS	GENERAL	WSB & ASSOCIATES INC	PROF SERVICES FEB 2024	5,430.00
			PROF SERVICES FEB 2024	1,920.00
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	21.05
			TOTAL:	7,371.05
PUBLIC WORKS STREETS	GENERAL	O'REILLY AUTOMOTIVE	AIR FILTER	55.49
			NAIL BRUSH	1.80
		WSB & ASSOCIATES INC	PROF SERVICES FEB 2024	1,710.00
		NAPA AUTO PARTS	TRAILER CONNECTOR CABLE	23.51
			SPARK PLUGS	8.98
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	24.15
		DAKOTA COUNTY FINANCE	MAR 24 FUEL	4,752.82
		BOYER FORD TRUCKS/DBA TRANSWEST TRUCK	ARM	90.14
		CRYSTEEL TRUCK EQUIPMENT	BLADE	441.00
		H & L MESABI	BLADE, GUARD, BOLTS	1,705.30
		LITTLE FALLS MACHINE INC	BEARINGS	334.27
			TOTAL:	9,147.46
PUBLIC WORKS STR. LIGH	GENERAL	VAN METER INC	LEDS	124.77
			LEDS	133.71
			LED CREDIT	124.77-
			TOTAL:	133.71
PARKS & RECREATION	GENERAL	HASTINGS SCHOOL DISTRICT #200	APR 24 SR CENTER COST SHAR	2,500.00
			TOTAL:	2,500.00
NON-DEPARTMENTAL	PARKS	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	282.15
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	9.70
			TOTAL:	291.85
PARKS & RECREATION	PARKS	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES-PARKS & RE	113.70
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	75.90
		JOSE BURGA / ECUADOR MANTA	ECUADOR MANTA 7/30 PERFORM	2,000.00
		GRAPHIC DESIGN	LEVEE PARK EVENTS GUIDE	133.00
			REC-ART-POLICE IN PARK FLY	133.00
		HOISINGTON KOEGLER GROUP	TRAIL WAYFINDING	3,224.91
		PRECISION LANDSCAPING & CONSTRUCTION	HWY 61 MEDIAN MULCH	7,479.68
			TOTAL:	13,160.19
PARKS & RECREATION	AQUATIC CENTER	INNOVATIVE OFFICE SOLUTIONS LLC	POOL OFFICE SUPPLIES	63.57
			POOL OFFICE SUPPLIES	35.81
			POOL OFFICE SUPPLIES	52.85
		GRAPHIC DESIGN	BROCHURES	519.00
		TERRYS HARDWARE, INC.	F.C. PLIER, POOL WIRE	15.27
			TOTAL:	686.50
NON-DEPARTMENTAL	CABLE TV	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	2.48
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	3.12
			TOTAL:	5.60
CABLE	CABLE TV	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	1.04
			TOTAL:	1.04

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	8.41
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	1.52
			TOTAL:	9.92
HERITAGE PRESERVATION	HERITAGE PRESERVAT	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	1.73
			TOTAL:	1.73
NON-DEPARTMENTAL	FIRE & AMBULANCE	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	406.71
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	64.40
			TOTAL:	471.11
FIRE	FIRE & AMBULANCE	NAPA AUTO PARTS	BOAT 1 BRAKE PARTS	16.99
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	28.64
		DAKOTA COUNTY FINANCE	MAR 24 RADIO SUBSCRIBER FE	1,213.16
			MAR 24 FUEL	2,153.45
		ASPEN MILLS	UNIFORMS	119.98
			UNIFORMS	151.98
		MACQUEEN EQUIPMENT, INC.	TURNOUT GEAR	23,975.65
			TOTAL:	27,659.85
AMBULANCE	FIRE & AMBULANCE	MN DEPARTMENT OF HUMAN SERVICES	AMBULANCE SUPP PAYMENT	33,648.00
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	123.17
		DIGITECH COMPUTER LLC	MARCH 2024 REVENUE	7,980.32
		DAKOTA COUNTY FINANCE	MAR 24 FUEL	282.46
			TOTAL:	42,033.95
NON-DEPARTMENTAL	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	2.88
			TOTAL:	2.88
LEDUC	LEDUC HISTORIC EST	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	1.04
			TOTAL:	1.04
PARKS & RECREATION	PARKS CAPITAL PROJ	HOISINGTON KOEGLER GROUP	PROJECT MGMT	2,452.52
			MASTER PLANNING	9,312.95
			TOTAL:	11,765.47
NON-DEPARTMENTAL	HEDRA	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	13.54
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	49.67
			TOTAL:	63.21
ECONOMIC DEVELOPMENT	HEDRA	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	12.08
			TOTAL:	12.08
INVALID DEPARTMENT	2024 IMPROVEMENTS	WSB & ASSOCIATES INC	PROF SERVICES FEB 2024	1,470.00
			TOTAL:	1,470.00
DEBT	14 IMPROVEMENT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	285.00
			TOTAL:	285.00
DEBT	2015 GENERAL OBLIG	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	34.20
			TOTAL:	34.20
DEBT	2016 GENERAL OBLIG	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	96.90
			TOTAL:	96.90
DEBT	2017 G O DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	136.80

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	136,800.00
				<b>VIII-01</b>
DEBT	2018 G O DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	239.40
			TOTAL:	239.40
DEBT	2019 GO DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	609.90
			TOTAL:	609.90
DEBT	2020A GO DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	410.40
			TOTAL:	410.40
DEBT	2021A GO DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	267.90
			TOTAL:	267.90
DEBT	2022A GO DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	723.90
			TOTAL:	723.90
DEBT	2023A GO DEBT	DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	176.70
			TOTAL:	176.70
NON-DEPARTMENTAL	WATER	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	85.45
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	7.55
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	2.43
			TOTAL:	95.43
PUBLIC WORKS	WATER	HAWKINS INC	CYLINDER RENTALS	60.00
		WSB & ASSOCIATES INC	WTPS-PFAS&NITRATE REMOVAL-	26,048.79
			PROF SERVICES FEB 2024	4,410.00
		BRIKK MECHANICAL LLC.	RPZ TESTING	750.00
		CORE & MAIN LP	MXU'S	883.06
			RETROFIT KIT	455.22
			RETROFIT KITS	897.41
			CABLES	119.52
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	39.26
		LARKIN HOFFMAN DALY & LINDGREN, LTD	LEGISLATIVE REPRESENTATION	4,000.00
		DAKOTA COUNTY FINANCE	MAR 24 FUEL	821.40
		CITY OF BLOOMINGTON	BACT SAMPLING- MARCH	364.00
		DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	689.70
		HACH COMPANY	CHLORINE REAGENTS	280.00
		MCES	WTP DISCHARGE PERMIT	500.00
		NINE EAGLES PROMOTIONS	SIRINEK CLOTHING ALLOW-SHI	80.00
			TOTAL:	40,398.36
NON-DEPARTMENTAL	WASTEWATER	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	61.15
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	6.19
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	1.94
			TOTAL:	69.28
PUBLIC WORKS	WASTEWATER	WSB & ASSOCIATES INC	PROF SERVICES FEB 2024	480.00
			PROF SERVICES FEB 2024	480.00
			PROF SERVICES FEB 2024	2,310.00
			WASTE WATER TREATMENT RELO	363.00
		CUMMINS SALES & SERVICE	HOSES, THERMOSTAT	267.89
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	27.46
		DAKOTA COUNTY PROPERTY RECORDS	2024 ASSESSMENT MAINTENANC	5.70
		MCES	VACTOR PERMIT FEE	450.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	4,384.00
<b>VIII-01</b>				
NON-DEPARTMENTAL	STORM WATER UTILIT	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	97.53
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	5.85
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	0.97
			TOTAL:	104.35
PUBLIC WORKS	STORM WATER UTILIT	WSB & ASSOCIATES INC	PROF SERVICES FEB 2024	360.00
		STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	22.63
			TOTAL:	382.63
NON-DEPARTMENTAL	ARENA	VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	13.04
			TOTAL:	13.04
PARKS & RECREATION	ARENA	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	13.80
			TOTAL:	13.80
NON-DEPARTMENTAL	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	2.36
		VISION SERVICE PLAN INSURANCE CO.	APR 2024 VISION PREMIUM	0.29
		CIGNA HEALTH & LIFE INSURANCE CO.	MAY 2024 CIGNA PREMIUM	0.49
			TOTAL:	3.14
PUBLIC WORKS	HYDRO ELECTRIC	STANDARD INSURANCE COMPANY	MAY 2024 LIFE INS PREMIUM	3.45
			TOTAL:	3.45
MISCELLANEOUS	VEHICLE AND EQUIP	ACE TRAILER SALES	BUSHINGS, HITCH PINS	88.90
		NIEBUR TRACTOR & EQUIPMENT, INC.	MINI LOADER RIDE CONTROL	1,987.00
			TOTAL:	2,075.90
NON-DEPARTMENTAL	ESCROW - DEV/ENG/T	WSB & ASSOCIATES INC	PROF SERVICES FEB 2024	150.00
			PROF SERVICES FEB 2024	120.00
			PROF SERVICES FEB 2024	420.00
			TOTAL:	690.00

===== FUND TOTALS =====

101	GENERAL	48,885.94
200	PARKS	13,452.04
201	AQUATIC CENTER	686.50
205	CABLE TV	6.64
210	HERITAGE PRESERVATION	11.65
213	FIRE & AMBULANCE	70,164.91
220	LEDUC HISTORIC ESTATE	3.92
401	PARKS CAPITAL PROJECTS	11,765.47
407	HEDRA	75.29
484	2024 IMPROVEMENTS	1,470.00
574	14 IMPROVEMENT	285.00
575	2015 GENERAL OBLIGATION	34.20
576	2016 GENERAL OBLIGATION	96.90
577	2017 G O DEBT	136.80
578	2018 G O DEBT	239.40
579	2019 GO DEBT	609.90
580	2020A GO DEBT	410.40
581	2021A GO DEBT	267.90
582	2022A GO DEBT	723.90
583	2023A GO DEBT	176.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
	600	WATER		40,493.79
	601	WASTEWATER		4,453.33
	603	STORM WATER UTILITY		486.98
	615	ARENA		26.84
	620	HYDRO ELECTRIC		6.59
	703	VEHICLE AND EQUIP FUND		2,075.90
	807	ESCROW - DEV/ENG/TIF-HRA		690.00
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		GRAND TOTAL:		197,736.83
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL	HASTINGS AREA CHAMBER/COM	MARCH24 LODING TAX (7 OF 7	4,196.71
			TOTAL:	4,196.71
ADMINISTRATION	GENERAL	INNOVATIVE OFFICE SOLUTIONS LLC	CH MISC OFFICE SUPPLIES	47.76
			CH MISC OFFICE SUPPLIES	12.68
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	364.44
			TOTAL:	424.88
CITY CLERK	GENERAL	I/O SOLUTIONS, INC.	INTEGRITY INVENTORY	220.00
		MINNESOTA OCCUPATIONAL HEALTH	DRUG SCREENING	560.00
		DAWN SKELLY	SKELLY FACEBOOK ADVERTISIN	13.15
			SKELLY FACEBOOK ADVERTISIN	140.00
			TOTAL:	933.15
FACILITY MANAGEMENT	GENERAL	ST. CROIX COLLISION & RESTORATION, LLC	C.S. SERVICE DOORS PAINTED	1,080.00
		CENTRAL ROOFING COMPANY	ANNEX ROOF-LABOR & MATERIA	168,553.75
			ANNEX ROOF-SHEET METAL LAB	10,640.00
		FERGUSON ENTERPRISES INC	C.H. PIPING DRAINS	19.31
		W.W. GRAINGER, INC.	CH LIGHT BULBS FOR FRONT A	108.00
		TERRYS HARDWARE, INC.	F.C. MOVING BLANKET-PROTEC	19.97
			C.H. BRASS CAPS	10.98
			TOTAL:	180,432.01
POLICE	GENERAL	SCHOWALTER, BRYAN	SCHOWALTER ETI CONFERENCE	114.50
		KYLE LINSCHIED	LINSCHIED ETI CONFERENCE	114.50
		DKMAGS INC.	REPLACE SWAT RIFLES	5,806.00
		DAVID WILSKE	WILSKE ETI CONFERENCE PER	114.50
		GUARDIAN SUPPLY LLC	GORNEY UNIFORM ALLOWANCE	413.95
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	294.16
		HOLIDAY STATIONSTORES LLC	PD APRIL 2024 CAR WASHES	74.00
		GORNEY, KARTER J	DRUG RECOGNITION SCHOOL	95.08
			DRUG RECOGNITION SCHOOL	560.50
		OSAGE TOWING AND REPAIR	VEHICLE TOW - CASE #24-000	284.00
		BALLISTIC DEFENSE LLC	KNOCHENMUS-FIREARMS SCHOOL	700.00
		DAKOTA ELECTRIC ASSN	ELECTRIC MAY 24 PYMT	17.76
		STREICHERS	LESS LETHAL SHOTGUN ROUNDS	493.84
			TOTAL:	9,082.79
PUBLIC WORKS	GENERAL	CAVEN, JOHN	CAVEN BOOT REIMBURSEMENT	199.98
		VALLEY CHEVROLET OF HASTINGS, INC.	ENG TRUCK REPAIR	1,240.41
		CODY MATHISEN	MATHISEN BOOT REIMBURSEMEN	211.34
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	63.20
		VALLEY SALES OF HASTINGS	ENG VEHICILE REPAIR	96.84
			TOTAL:	1,811.77
PUBLIC WORKS STREETS	GENERAL	ROAD MACHINERY & SUPPLIES CO	TACK DISTRIBUTOR	38,000.00
		ROAD EQUIPMENT PARTS CENTER	PANEL AIR ELEMENT	20.85
			PANEL AIR/BYPASS LUBE ELEM	157.55
		TRI-STATE BOBCAT, INC.	CLAMP	25.25
		PRECISE MOBILE RESOURCE MGMT. LLC	DATA PLAN	175.00
		HOMETOWN ACE HARDWARE	BOARD	24.17
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	63.20
		HI-LINE ELECTRIC COMPANY, INC.	CABLE TIES, HITCH PIN CLIP	201.60
		KNOLL OUTDOOR SERVICES LLC	MOWING CONTRACT	1,275.00
		RIVER COUNTRY COOPERATIVE	LUBRICANT	118.00
		TERRYS HARDWARE, INC.	SUPPLIES	74.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>VIII-01</b>
			ANCHOR SHACKLES	13.58
			ANCHOR SHACKLES CREDITS	13.58-
			SUPPLIES	<u>55.92</u>
			TOTAL:	40,190.63
PUBLIC WORKS STR. LIGH	GENERAL	HOMETOWN ACE HARDWARE	COVER	3.33
		TERRYS HARDWARE, INC.	SUPPLIES	<u>150.00</u>
			TOTAL:	153.33
PARKS & RECREATION	GENERAL	HOFFMAN-MCNAMARA	TREES FOR ARBOR DAY	2,946.00
			TREES FOR PARKS	<u>903.00</u>
			TOTAL:	3,849.00
PARKS & RECREATION	PARKS	CINTAS CORPORATION NO 2	JMF MATS AND RAGS	127.45
		SCHLOMKA'S PORTABLE RESTROOMS & MOBILE	MARCH SERVICES	2,010.00
		HOMETOWN ACE HARDWARE	MISC SUPPLIES	83.26
			IRRIGATION SUPPLIES	29.74
			LEVEE BATHROOM SUPPLIES	57.25
		RF GARAGE DOOR LLC	JMF GARAGE DOOR SERVICE	140.00
		MUSCO SPORTS LIGHTING, LLC	PARTS - VETS ATHLETIC LIGH	1,966.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	114.42
		ANDERSEN, EARL F.	SIGN & POST FOR VETS	421.10
		GRAPHIC DESIGN	R.A.P. IN PARKS A-FRAME IN	117.00
			R.A.P. IN PARKS YARD SIGNS	155.00
		GRAYBAR ELECTRIC	TRAIL LIGHT ACCESS COVERS	779.24
		SHERWIN-WILLIAMS	TAPE	73.70
		TERRYS HARDWARE, INC.	IRRIGATION SUPPLIES	10.94
			HOSE NOZZLE	16.99
			IRRIGATION SUPPLIES	<u>11.74</u>
			TOTAL:	6,113.83
NON-DEPARTMENTAL	AQUATIC CENTER	CITY OF HASTINGS	HFAC START UP MONEY	<u>600.00</u>
			TOTAL:	600.00
PARKS & RECREATION	AQUATIC CENTER	FAUSTINI, THERESA	FAUSTINI MILEAGE REIMBURSE	<u>76.11</u>
			TOTAL:	76.11
CABLE	CABLE ACCESS	HASTINGS ACCESS CORP.	Q1 2024 ACCESS SUPPORT	<u>75,188.79</u>
			TOTAL:	75,188.79
FIRE	FIRE & AMBULANCE	MCGRAW, RYAN	MCGRAW EXPENSE REIMBURSEME	256.00
			MCGRAW EXPENSE REIMBURSEME	123.50
		SCHILLER CONSTRUCTION SERVICES	DORM PROJECT	4,259.56
		HOMETOWN ACE HARDWARE	STATION SUPPLIES	181.34
		M JUDGE ELECTRIC LLC	F.D. BUNK ROOMS-ELECTRIC F	800.00
		PHIL NELSON	NELSON EXPENSE REIMBURSEME	256.00
			NELSON EXPENSE REIMBURSEME	123.50
		TROPHIES PLUS	ACCOUNTABILITY TAGS	120.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	169.98
		ELLIOTT KANN	KANN BOOT REIMBURSEMENT	250.00
		ASPEN MILLS	UNIFORMS	59.95
			UNIFORMS	77.69
			UNIFORMS	977.00
			UNIFORMS	866.02
			UNIFORMS	340.04
		TERRYS HARDWARE, INC.	F.D. SCREWS AND CLIPS	4.82



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				<b>TOTAL:</b>
				<u>8,869.40</u>
				<b>VIII-01</b>
AMBULANCE	FIRE & AMBULANCE	PJS AND ASSOCIATES INCORPORATED	CPR CARDS	320.78
		LINDE GAS & EQUIPMENT INC.	OXYGEN	713.50
			OXYGEN	173.61
			OXYGEN	251.40
				<b>TOTAL:</b>
				<u>1,459.29</u>
PARKS & RECREATION	PARKS CAPITAL PROJ	GRAPHIC DESIGN	A-FRAME SIGNS	193.00
				<b>TOTAL:</b>
				<u>193.00</u>
ECONOMIC DEVELOPMENT	HEDRA	DAKOTA COUNTY ABSTRACT	PROP RESEARCH - 213 RAMSEY	70.00
			TRACT CHECK - 213 RAMSEY S	70.00
		DAKOTA COUNTY CDA	OPEN TO BUSINESS PARTIC FE	5,500.00
		PRECISION LANDSCAPING & CONSTRUCTION	LAWN SERVICE - BLOCK 28	240.00
				<b>TOTAL:</b>
				<u>5,880.00</u>
PUBLIC WORKS	WATER	HAWKINS INC	CHLORINE, FLOURIDE	3,599.22
		HOMETOWN ACE HARDWARE	VINEGAR, BAKING SODA	10.43
			TOILER PLUNGER	16.73
		JOSHUA SIRINEK	SIRINEK SAFETY BOOT REIMBU	250.00
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	63.20
		DAKOTA ELECTRIC ASSN	ELECTRIC MAY 24 PYMT	99.65
		GOPHER STATE ONE-CALL INC	LOCATES - APRIL	545.40
		GRAPHIC DESIGN	PFAS MAILING/POSTAGE	5,915.72
			PFAS MAILING	1,367.00
			PFAS MAILING	713.00
			PFAS MAILING/POSTAGE	1,639.56
			PFAS MAILING	3,934.70
			UTILITY BILLING STATEMENTS	296.67
			UTILITY BILLING STATEMENTS	1,536.79
		TERRYS HARDWARE, INC.	HEX KEYS	27.99
			BATTERIES	6.99
				<b>TOTAL:</b>
				<u>20,023.05</u>
PUBLIC WORKS	WASTEWATER	CUMMINS SALES & SERVICE	HOSE, RADIATOR	143.62
		TOSHIBA AMERICA BUSINESS SOLUT	COPIER LEASE	63.20
		DAKOTA ELECTRIC ASSN	ELECTRIC MAY 24 PYMT	144.60
			ELECTRIC MAY 24 PYMT	92.84
		GRAPHIC DESIGN	UTILITY BILLING STATEMENTS	296.67
		MCES	WASTEWATER SERVICES - JUNE	148,748.96
				<b>TOTAL:</b>
				<u>149,489.89</u>
PUBLIC WORKS	STORM WATER UTILIT	GRAPHIC DESIGN	UTILITY BILLING STATEMENTS	296.66
				<b>TOTAL:</b>
				<u>296.66</u>
PARKS & RECREATION	ARENA	APEX FACILITY SOLUTIONS, LLC	REFRIGERATION PROJECT-BOND	729,247.97
		BECKER ARENA PRODUCTS, INC	REPAIR-WEST RINK ZAMBONI G	1,870.00
				<b>TOTAL:</b>
				<u>731,117.97</u>
PUBLIC WORKS	HYDRO ELECTRIC	TERRYS HARDWARE, INC.	CLEANER,RAGS	16.96
			BOLT HEX, WASHERS	21.86
				<b>TOTAL:</b>
				<u>38.82</u>
MISCELLANEOUS	VEHICLE AND EQUIP	HASTINGS VEHICLE REGIS.	VEHICLE REGISTRATION-PD/FD	27.00
			VEHICLE REGISTRATION-PD/FD	2,724.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VEHICLE REGISTRATION-PD/FD	29.00
			VEHICLE REGISTRATION-PD/FD	29.00
		TERRYS HARDWARE, INC.	SUPPLIES	14.65
			TOTAL:	2,823.90
MISCELLANEOUS	INSURANCE FUND	LEAGUE OF MN CITIES INS TRST	CLAIM #LMC CA 000000351349	1,232.78

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\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER	BROWN, NICOLE	US REFUNDS	100.00
		SHATEK, CHARLES	US REFUNDS	157.95
		GUARDIAN ANGELS OF HSTGS	US REFUNDS	4.72
		STRABERG, MICHAEL	US REFUNDS	21.30
		GOOD DOMUS DOU LLC	US REFUNDS	6.93
			TOTAL:	<u>1,523.68</u>

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===== FUND TOTALS =====

101	GENERAL	241,074.27
200	PARKS	6,113.83
201	AQUATIC CENTER	676.11
206	CABLE ACCESS	75,188.79
213	FIRE & AMBULANCE	10,324.69
401	PARKS CAPITAL PROJECTS	193.00
407	HEDRA	5,880.00
600	WATER	20,313.95
601	WASTEWATER	149,489.89
603	STORM WATER UTILITY	296.66
615	ARENA	731,117.97
620	HYDRO ELECTRIC	38.82
703	VEHICLE AND EQUIP FUND	2,823.90
705	INSURANCE FUND	1,232.78

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GRAND TOTAL: **1,244,764.66**  
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# Proclamation

## Building Safety Month – May 2024

**WHEREAS**, the City of Hastings is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike, and;

**WHEREAS**, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and other in the construction industry – who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

**WHEREAS**, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety – our local officials – who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

**WHEREAS**, “Mission Possible,” the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

**WHEREAS**, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE**, I, Mary D. Fasbender, Mayor of the City of Hastings, do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

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Mary D. Fasbender, Mayor



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marschall Bigler, Recreation Program Specialist**  
**Date: May 6, 2024**  
**Item: Accept Donation to the Parks and Recreation Department**

**Council Action Requested:** Council is asked to accept a donation in the amount of \$1,000.00, made to the Parks and Recreation Department and has designated that this donation be used for a memorial bench in a City Park or on a City Trail.

**Background Information:** The Henn family has made this donation to be used for a Memorial Bench in a City Park or on a City Trail.

**Financial Impact:**

Increase the Parks and Recreation donation account by \$1,000.00

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF A  
DONATION TO THE PARKS AND RECREATION DEPARTMENT**

**WHEREAS**, The Henn family has presented to the City Parks & Recreation Department a donation of \$1,000.00 and has designated that this donation be used for a Memorial Bench in a City Park or on a City Trail; and

**WHEREAS**, the City Council is appreciative of the donation and commends the Henn family for their civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota;

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for a memorial bench to be placed in a City Park or on a City Trail; and

Adopted this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marschall Bigler, Recreation Program Specialist**  
**Date: May 6, 2024**  
**Item: Accept Donation to the Parks and Recreation Department**

**Council Action Requested:** Council is asked to accept a donation in the amount of \$1,000.00, made to the Parks and Recreation Department and has designated that this donation be used for the Rec+Art+Police Program Series.

**Background Information:** Avionte LLC has made this donation to be used for the Rec+Art+Police Program Series.

**Financial Impact:**

Increase the Parks and Recreation donation account by \$1,000.00

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF A  
DONATION TO THE PARKS AND RECREATION DEPARTMENT**

**WHEREAS**, Avionte LLC as presented to the City Parks & Recreation Department a donation of \$1,000.00 and has designated that this donation be used for the Rec+Art+Police Program Series; and

**WHEREAS**, the City Council is appreciative of the donation and commends Avionte LLC for their civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota;

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the Rec+Art+Police Program Series.

Adopted this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk





*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marschall Bigler, Recreation Program Specialist**  
**Date: May 6, 2024**  
**Item: Accept Donation to the Parks and Recreation Department**

**Council Action Requested:** Council is asked to accept a donation in the amount of \$500.00, made to the Parks and Recreation Department and has designated that this donation be used for the Rec+Art+Police Program Series.

**Background Information:** Hastings Family Service has made this donation to be used for the Rec+Art+Police Program Series.

**Financial Impact:**  
Increase the Parks and Recreation donation account by \$500.00

**Advisory Commission Discussion:**  
N/A

**Council Committee Discussion:**  
N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF A  
DONATION TO THE PARKS AND RECREATION DEPARTMENT**

**WHEREAS**, Hastings Family Service has presented to the City Parks & Recreation Department a donation of \$500.00 and has designated that this donation be used for the Rec+Art+Police Program Series; and

**WHEREAS**, the City Council is appreciative of the donation and commends Hastings Family Service for their civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota;

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the Rec+Art+Police Program Series.

Adopted this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Paige Marschall Bigler, Recreation Program Specialist**  
**Date: May 6, 2024**  
**Item: Accept Donation to the Parks and Recreation Department**

**Council Action Requested:** Council is asked to accept a donation in the amount of \$1,000.00, made to the Parks and Recreation Department and has designated that this donation be used for the Rec+Art+Police Program Series.

**Background Information:** SC Toys has made this donation to be used for the Rec+Art+Police Program Series.

**Financial Impact:**  
Increase the Parks and Recreation donation account by \$1,000.00

**Advisory Commission Discussion:**  
N/A

**Council Committee Discussion:**  
N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF A  
DONATION TO THE PARKS AND RECREATION DEPARTMENT**

**WHEREAS**, SC Toys has presented to the City Parks & Recreation Department a donation of \$1,000.00 and has designated that this donation be used for the Rec+Art+Police Program Series; and

**WHEREAS**, the City Council is appreciative of the donation and commends SC Toys for their civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota;

1. That the donation is accepted and acknowledged with gratitude; and
2. That the donation will be appropriated for the Rec+Art+Police Program Series.

Adopted this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



## *City Council Memorandum*

**To:** Mayor Fasbender & City Council Members  
**From:** John Townsend, Fire Chief  
**Date:** April 30, 2024  
**Item:** Accept Donation from Hastings Rivertown Lions Club

**Council Action Requested:**

Council is asked to accept a donation from the Hastings Rivertown Lions Club in the amount of \$2,000.00 for Hastings firefighter health and wellness.

**Background Information:**

Hastings Rivertown Lions Club is donating \$2,000.00, and they are donating these funds to be utilized for firefighter health and wellness. The departments health and wellness include both physical and mental health programs.

The City of Hastings is appreciative to the Hastings Rivertown Lions Club for their generous contribution.

**Financial Impact:** Increase donation account.

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** None

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 4- -24**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF  
DONATIONS TO THE HASTINGS FIRE DEPARTMENT**

**WHEREAS**, Hastings Rivertown Lions Club has made a donation to be designated to the fire department; and

**WHEREAS**, the City Council is appreciative of the donation and commends the Hastings Rivertown Lions Club for their civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota; That the donation is accepted and acknowledged with gratitude; and

Adopted this 6<sup>th</sup> day of May, 2024.

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***Mary Fasbender, Mayor***

Attest:

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***Kelly Murtaugh, City Clerk***



## *City Council Memorandum*

**To:** Mayor Fasbender & City Council Members

**From:** John Townsend, Fire Chief

**Date:** April 30, 2024

**Item:** Accept Donation from Barbara Lippert

**Council Action Requested:**

Council is asked to accept a donation from the Barbara Lippert in the amount of \$20.00 for Hastings firefighter health and wellness.

**Background Information:**

Barbara Lippert is donating \$20.00, and she is donating these funds to be utilized for firefighter health and wellness. The departments health and wellness include both physical and mental health programs.

The City of Hastings is appreciative to the Barbara Lippert for her generous contribution.

**Financial Impact:** Increase donation account.

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:** None

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 5- -24**

**A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION OF  
DONATIONS TO THE HASTINGS FIRE DEPARTMENT**

**WHEREAS**, Barbara Lippert has made a donation to be designated to the fire department; and

**WHEREAS**, the City Council is appreciative of the donation and commends Barbara Lippert for her civic efforts,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota; That the donation is accepted and acknowledged with gratitude; and

Adopted this 6<sup>th</sup> day of May, 2024.

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***Mary Fasbender, Mayor***

Attest:

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***Kelly Murtaugh, City Clerk***





## ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** Paige Marschall Bigler, Recreation Program Specialist  
**Date:** May 6, 2024  
**Item:** Designate Animal Ark 3k Walk as a Special Event.

### **Council Action Requested:**

Staff recommends approval of the June 8, 2024, Animal Ark 3k Walk & Temporary liquor license with the conditions outlined below.

### **Background Information:**

Animal Ark is requesting to hold a 3k walk in the City of Hastings in support of the animal shelter. This event has an identical footprint to last year's. The 3k route will begin and end at Animal Ark and utilize City trails where possible with portions of the route taking participants onto 21<sup>st</sup> Street E and Spiral Boulevard. The event will also include food vendors, beer and wine tasting, live music, & kids' activities. Animal Ark expects 200 in attendance for the event from 9:00 a.m. – 1:00 p.m. on Saturday, June 8<sup>th</sup>. Staff recommends approval of the route and event with the following conditions:

- The Event Organizer will work with the Hastings City Clerk to ensure all vendors have the necessary permits and licensing.
- As part of the Temporary liquor license: the area must include a barrier identifying the beer & wine tasting area, I.D. check, & wristbands.
- 10' on-street pedestrian lane delineated by a traffic cone every 15'
  - Traffic cones must be supplied by the event organizer
  - The dedicated participant lane should be on the north side of Spiral Boulevard between Industrial Court and the access point to the Ravine Trail and the north side of 21<sup>st</sup> St. East
  - Event volunteers must monitor this lane and keep participants from encroaching in vehicular traffic lanes
  - Hastings patrol staff will check on the event as time permits
- Directional markings on the pavement to be made by Event Organizers in chalk only.
- Event Organizers will notify affected neighboring businesses/property owners including Industrial Court, Industrial Boulevard, Spiral Boulevard, and Millard Avenue.
- Event Organizers will add a volunteer or additional signage on LeDuc Drive/21<sup>st</sup> St. East near the road curve/hill as a safety precaution.
- Event Organizers will add cones on 21<sup>st</sup> St. East from Commerce Drive to designate a walking space.

### **Financial Impact:**

N/A

### **Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

None

**Attachments:**

- Special Event Permit Application
- Event Layout
- 3k Route Map

# Special Event Permit Application

Parks & Recreation Department  
920 10<sup>th</sup> Street West  
Hastings, MN 55033  
651-480-6175



VIII-09

A Special Event Permit is required for events who wish to exclusively use City Property and/or require City services to ensure safety and coordination. A Special Event is defined as any race, concert, community celebration, fundraiser, dance, car show, large assembly, or other Special Event on City property that has received City Council approval. Please see our Special Event Policy for additional information at [www.hastingsmn.gov](http://www.hastingsmn.gov)

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## APPLICATION CHECKLIST:

Application must be submitted at least sixty (60) days prior to the event.

It is our goal to provide event organizers guidance in planning safe and successful events.

- Special Event Permit Application
- Site Map of Proposed Areas of Impact
  - Run/Walk Routes, Parade Routes, Downtown Event, Concert/Performance Staging, etc.
- Certificate of Insurance
  - Please see section regarding insurance on page 8.

---

## APPLICATION PROCESS:

- Submit the completed application packet to the Parks & Recreation Department.
- Allow 14 business days after application has been received for review.
- If additional information is required, the applicant will be contacted by City Staff.
- Once initial review is complete, all supporting documents must be submitted by event organizer.
- Once all queries are concluded, the application must go before City Council for final approval.
- Throughout the City Staff review process, the Event Coordinator will work with the Deputy City Clerk for additional required licensing in conjunction with the event.

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## CONTACT INFORMATION:

**Paige Marschall Bigler**, Recreation Programming Specialist

[pmarschall@hastingsmn.gov](mailto:pmarschall@hastingsmn.gov)

651-480-6182

- Special Event Application
- Park Rentals

**Emily King**, Deputy City Clerk

[eking@hastingsmn.gov](mailto:eking@hastingsmn.gov)

651-480-2343

- Additional Licensing
  - Mobile Food Units, Temporary Liquor Licensing, Temporary Gambling Licensing, Temporary Vendors

Organization Information (if applicable)

Organization:	Animal Ark
Primary Phone Number:	651-772-8983
Website Address:	animalarkmn.org

Event Organizer

Name and Title:	Denyse Madden - President of the Board
Mailing Address:	2600 Industrial Court Hastings, MN 55033
Primary Phone Number:	612-202-0350
Email Address:	events@animalarkmn.org
On-Site Contact:	Anna Helyer
Primary Phone Number:	651-276-4013
Email Address:	ahelyer@animalarkmn.org

General Event Information

Event Name:	Animal Ark 3k walk fundraiser		
Type of Event:	<input checked="" type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Downtown Event <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser <input type="checkbox"/> Other: _____		
Event Description in Detail:	The Animal Ark 3k walk is to be on Saturday, June 8th from 9am - 1pm. It is \$30 to register for the walk. The proceeds will be used for the care of the animals at Animal Ark. We plan to have beer/wine tasting, food trucks, live music and a silent auction.		
Is this an annual event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Is this a multi-day event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Event Start Date:	6/8/24	Event End Date:	6/8/24
Is the event open to the public or private?	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private	

Is there an admission fee? Yes  No  \$30 to register for walk

What is the anticipated attendance? 200

What was the previous year's attendance? 250

Where will the event be located?  
 starting and ending at 2600 Industrial Court in Hastings.  
 Attaching Route Map

A Park Rental Permit is required for events located within a City Park. Contact the City of Hastings Parks and Recreation Department for park facility availability information: 651-480-6175.

VIII-09

**Event Set-Up and Tear Down**

How many days will your organization require to: Set-Up: 6/7/24 Tear Down: 6/8/24

Event Set-Up Date: 6/7/24 - 20x40 tent only 6/8/24	Event Set-Up Time: 4pm to 5pm 6:30 to 9:30
Event Start Date: 6/8/24	Event Start Time: 9am
Event End Date: 6/8/24	Event End Time: 1pm
Event Tear Down Date: 6/8/24	Event Tear Down Time: 1pm to 5pm

**Staging Details**

The following items will be used at the event (please mark all that apply):

Amplified Sound / Music / Live Entertainment     Tents/Canopies     Stage(s)

Other \_\_\_\_\_

*If any of the above items will be used, please indicate their location on your attached Site Plan / Map. Use of the above items may require the Event Organizer to meet ADA Regulations.*

**Parking Details**

Please describe Public Parking Arrangements for attendees, staff & volunteers. (Please indicate location(s) on Site Plan / Map)

parking on the street as well as in other businesses  
 parking lots - as we have it approved by the  
 businesses. Map included

**Portable Restrooms**

Event Organizers are responsible for the event cleaning of existing on-site portable restrooms as well as the rental and fees associated of any additional portable restrooms and/or hand-washing stations with a vendor of their choice to support their event. Use of these items may require the Event Organizers to meet ADA Regulations. *(Please indicate location(s) of portable restrooms on Site Plan / Map)*

Company Name: Schlomko Services LLC

Contact Phone Number & Email: 651-459-3718

**Waste Removal**

Event Organizers are responsible for arranging the removal of all waste related to the event and related fees. This includes but is not limited to, emptying of trash bins and removal of waste from the event site. Event organizers must work with a vendor to support their event. *(Please indicate location(s) of waste removal bins on Site Plan / Map)*

- All paper and cardboard, cartons, glass bottles and jars, metal cans, and plastics labeled #1, #2 and #5 must be properly sorted and recycled.
- Each trash container must have a recycling container within 10 feet. The City of Hastings has portable recycling and trash containers that can be checked out for free of charge. Please email violet.penman@rosemountmn.gov for more information.
- Applicant must educate all event staff, volunteers, event vendors, and housekeeping/custodial contractors using the enclosed Recycle Right Guide.

Company Name: Aspen Waste Systems

Contact Phone Number & Email: 612-884-8000

**Organics**

1. Will the event have at least 300 attendees?	_____ Yes	<u>X</u> No
2. Will the event generate at least 1 ton (8 cubic yards) of trash per location (e.g. each sporting tournament location)?	_____ Yes	<u>X</u> No
3. Will the event generate food scraps back-of-house (e.g. non-public food-prep areas)?	_____ Yes	<u>X</u> No

**If yes to all three organics criteria, the event is required to collect food scraps.**

Please contact the Solid Waste & Recycling Coordinator, Violet Penman, violet.penman@rosemountmn.gov or 612-268-9097 to discuss the following:

What will vendors use for back-of-house food scraps collection? *Dakota County has collection resources available.*

Food Trucks only - waste will go in dumpsters already provided

How are food scraps collected from vendors for delivery to an organics facility?

**Fire Department Services**

Event Organizers are responsible for coordinating event safety and emergency coverage with the Hastings Fire Department. The Fire Department will determine if and how many fire resources will be required at an event. All Fire Department costs associated with the event are at the responsibility of the event organizer.

Event will include tents and/or canopies:

Tents and Canopies over 200 square feet

Other

12- 10 X 10 tents 1- 20 X 40 tent

Event will host the use of:

Fireworks/Pyrotechnics (*a firework display permit is required*)

Other

**Police Department Services**

Event Organizers are responsible for coordinating event security and emergency coverage with the Hastings Police Department. The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.

Event will require traffic control:

Event ingress/egress

Street Closures

Other

**Notice of Temporary Street Closure**

The City of Hastings requires that all affected residents/businesses both on adjacent to a proposed street closure be notified of such a street closure. A notification letter may be required to be sent to businesses and residents in the affected event areas.

**Site Plan / Map Instructions**

All site plans/maps must be submitted along with the application.

- Site plans/maps must include a directional sign showing North, South, East, and West.
- Site plans/maps must also include a key showing the use of symbols for people, vehicles, tent(s)/canopies, stage(s), platform(s), barricades, Mobile Food Unit and Vendor staging, Portable Restrooms, Waste Collection, etc.
- Site plan/map should also show any proposed signage.

Street Closures

Please keep in mind that streets/sidewalks must be closed from intersection to intersection; street cannot be closed mid-block. Event Organizer is responsible for posting Temporary 'No Parking' signs according to requirements.

Please list the streets/sidewalks, from intersection to intersection; you are requesting to close for your event. Your Site Plan/Map must show all streets and closures. Street closures are subject to review and approval by the Hastings Police and Public Works Departments.

Space is provided for four (4) entries. If you need more space, please attach an additional sheet of paper with the requested information.

(1) Street Name: Spiral Blvd - Partial Closing with safety cones

From (cross street): Industrial Court

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure Partial - cars can still access

Closure Start Date: 6/8/24 Closure Start Time: 9am

Closure End Date: 6/8/24 Closure End Time: 1pm

(2) Street Name: Industrial Court - just the court

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure businesses can still have access

Closure Start Date: 6/8/24 Closure Start Time: 9am

Closure End Date: 6/8/24 Closure End Time: 1pm

(3) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(4) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_



**Barricade Equipment**

Does the Host Organization have its own barricade equipment?  Yes  No

If not, please indicate how the Host Organization will meet all required barricade requirements.

*\*The companies listed below are barricade providers and not recommendations of the City\**

Host Organization will rent barricade equipment from a private company from the list below.  
(In alphabetical order)

Host Organization will set-up and tear down barricade equipment.

Private company will set-up and tear down barricade equipment.

<b>Geyer Signal</b>	<b>Safety Signs of MN</b>	<b>Warning Lites</b>
<a href="https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc">https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc</a>	<a href="https://www.safetysigns-mn.com/">https://www.safetysigns-mn.com/</a>	<a href="https://www.warninglitesmn.com/">https://www.warninglitesmn.com/</a>
Phone: 320-253-9005	Phone: 952-469-6700	Phone: 612-521-4200
4205 Roosevelt Road St. Cloud, MN 56301	19784 Kenrick Avenue Lakeville, MN 55044	4700 Lyndale Avenue North Minneapolis, MN 55430

**Miscellaneous**

The event organizer(s) will be applying to serve intoxicating liquor.  
➤ Please complete the supplemental form on page 9.

The event organizer(s) will be applying for a temporary gambling permit.

This event will have vendors selling goods, wares, products, merchandise, etc.

This event plans to have a petting zoo, pony rides, etc.  
➤ Please indicate the location on the Site Map. It will also be required that the event provides a portable hand-washing station.

## Indemnification Agreement

Host Organization and/or Event Organizer agree, in consideration of the granting of this application and Special Event Permit for:

Animal Ark 3K Walk to be held on 6/8/24  
*Event Name* *Event Date(s)*

by Anna Helget of Animal Ark MN  
*Event Organizer/Primary Applicant* *Host Organization*

Host Organization and/or Event Organizer(s) hereby agrees to defend, indemnify and hold harmless the City of Hastings ("City"), and the City's employees, officers, managers, agents, council members, and volunteers from and against any and all losses, damages, claims for damage, liability, lawsuits, judgement expense and cost(s) however caused, resulting from, arising out of, or in any way related to the Applicant's event as herein described, from any injury of death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death, or damage may occur, unless injury, death, or damage is caused by the sole negligence of willful misconduct of the City. Nothing in this Agreement is to be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled to by law, including, but not limited to, the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

Host Organization and/or Event Organizer(s), at their sole cost and expense, agrees that it will maintain in full force and effect, for the duration of the event and term of this Agreement, liability insurance with a minimum per occurrence liability limit of \$2,000,000. The City must be named as an additional insured on the insurance policy, and the policy must contain a stipulation that the Applicant's insurer will provide ten (10) days' prior written notice to the City of a cancellation of the required insurance policy. The insurance shall be carried by a solvent and responsible insurance company that is licensed to do business in the State of Minnesota. A certificate of insurance, signed by the authorized representative of the insurance company, evidencing compliance with the required liability insurance amount must be provided to the City by the Applicant prior to the event. The City reserves the right to modify the insurance requirements at its sole discretion based on the nature and scope of the Applicant's proposed event.

Anna Helget  
 Print Name

Assistant Shelter Manager  
 Title

Anna Helget  
 Signature

4/8/24  
 Date

Applicant Agreement

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Please read each statement. Initialing next to each statement indicates your understanding and agreement of the statement.

AI Host Organization and/or Event Organizer(s) agrees upon request to provide a Liability Insurance Certificate providing evidence of general liability insurance coverage in a minimum of \$1,000,000 combined single limit and a minimum \$2,000,000 aggregate limit, If food or non-alcoholic beverages are sold or provided at the event the insurance policy shall also include an endorsement for product liability in an amount not less than \$1,000,000.

AI Host Organization and/or Event Organizer(s) agrees, upon request, to submit a Security Plan setting forth the proposed security measures to be taken to protect the health, safety, and welfare of the participants, spectators, bystanders, and passerby. This plan will be reviewed by the Hastings Police Department who may require alterations to the plan. Security measures may include but are not limited to the hiring of Hastings Police Officers at the expense of the Event Organizer.

AI Host Organization and/or Event Organizer(s) agrees, upon request, to provide a copy of their Determination Letter, as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a tax-exempt, non-profit and/or charitable organization.

AI Host Organization and/or Event Organizer(s) agrees to notify all residents and businesses that will be affected by street/sidewalk closures and/or amplified sound.

AI Host Organization and/or Event Organizer(s) agree to supply 'No Parking' signs, barricades, cones, and/or warning signs and to situate them in such a position that the street closure may be maintained in a safe and orderly manner.

AI Host Organization and/or Event Organizer(s) agree to work with City Staff to ensure appropriate licensure is completed for the event including: Park Rental(s), Mobile Food Units, Vendors, Intoxicating Liquor, Temporary Gambling, etc.

AI Host Organization and/or Event Organizer(s) agree that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Special Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Hastings or any conditions or restrictions imposed upon the permit by the City of Hastings, is cause for revocation of the Special Event Permit.

By signing below, Host Organization and/or Event Organizer indicate understanding and agreement to the above statements.

Anna Hager  
Print Name

Assistant Shelter Manager  
Title

[Signature]  
Signature

4/8/24  
Date

# SUPPLEMENTAL INTOXICATING LIQUOR FORM

VIII-09

PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT

## Intoxicating Liquor (please check one)

- An establishment within the City of Hastings holding an active Caterer's Permit will be providing and serving liquor.
- The establishment must provide a current copy of their certificate of insurance including sales off premises. The City of Hastings must be listed as additional insured.
  - Please note if an establishment plans to serve liquor under their caterer's permit, they must also serve food at the event.

Establishment / Permit Holder: Contracted Alexis Bailly and American Legion

- A Temporary Intoxicating Liquor License will be requested.
- Only issued to charitable, religious, or nonprofit organizations in existence for at least three (3) years.
  - Application must be submitted at least 60 – days prior to the event.
  - Must be approved by City Council.
  - Liquor Liability insurance is required. Additional information listed below.

## Special Event Liquor License Requirements

1. **Area.** Alcohol may be served by the Applicant within the Premises, at a location designated on the site map attached to the application. Liquor shall be confined to a specified area and the applicant must provide delineation and signage stating "No Alcohol Beyond This Point" between the specified area and the additional event space to discourage taking alcohol outside of the specified area.
2. **Compliance Inspection.** The applicant acknowledges that as a liquor license holder for the event, it is subject to Hastings City Code §111.13, subd. B, subd. 6, which authorizes that all premises from which intoxicating liquor is offered at on-salt, are subject to inspection for alcohol compliance by any peace officers or health officers.
3. **Identification Bracelets.** The applicant shall provide at no charge liquor identification bracelets in the area as required by City Staff. The applicant will permit no one to consume liquor unless they are wearing an identification bracelet, and will be responsible for the issuance of bracelets. The bracelets will be issued only to those who are legally entitled to consume intoxicating liquor.
4. **Insurance.** The City requires any function selling / serving intoxicating liquor through a temporary liquor license must provide Liquor Liability insurance for the day(s) of the event in the form and amounts as required by M.S. §340A. Proof of insurance must include the use of the facility or any parking lot used for alcohol service. The certificate must list the City of Hastings as an additional insured.
5. **Law Enforcement Officer.** The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.
6. **Exclusions.** Glass beverage containers are not allowed within City Parks.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
 651-201-7507 TTY 651-282-6555

VIII-09

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
<input type="text"/>	<input type="text"/>	<input type="text"/>

Organization Address (No PO Boxes)	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of person making application	Business phone	Home phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
<input type="text"/>	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Organization officer's name	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Organization officer's name	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Location where permit will be used. If an outdoor area, describe.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

\_\_\_\_\_  
 City or County approving the license

\_\_\_\_\_  
 Date Approved

\_\_\_\_\_  
 Fee Amount

\_\_\_\_\_  
 Permit Date

Event in conjunction with a community festival  Yes  No

\_\_\_\_\_  
 City or County E-mail Address

\_\_\_\_\_  
 Current population of city

\_\_\_\_\_  
 Please Print Name of City Clerk or County Official

\_\_\_\_\_  
 Signature City Clerk or County Official


**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**


**No Temp Applications faxed or mailed. Only emailed.**


**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

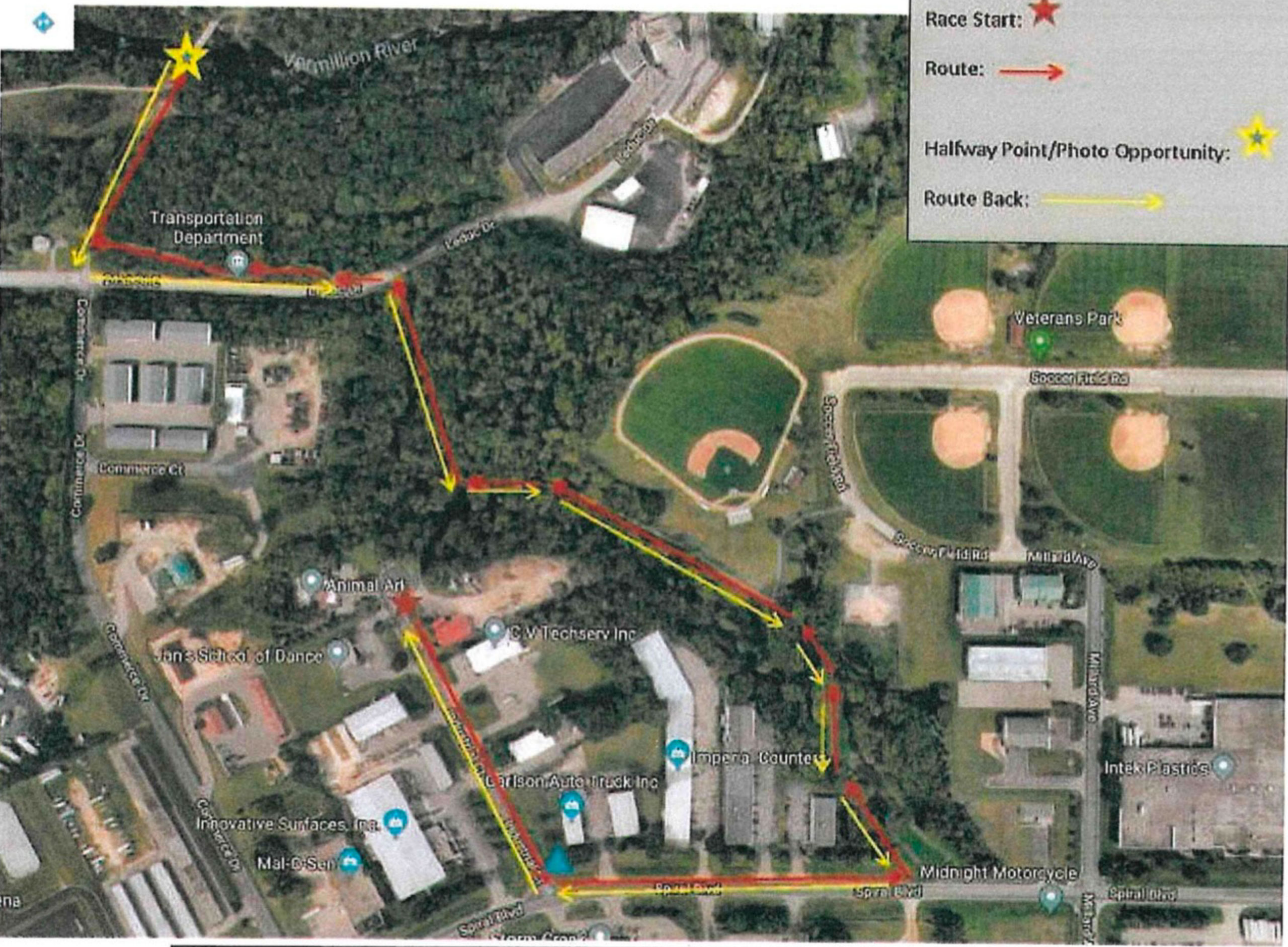
3K Walk Key

Race Start: 

Route: 

Halfway Point/Photo Opportunity: 

Route Back: 

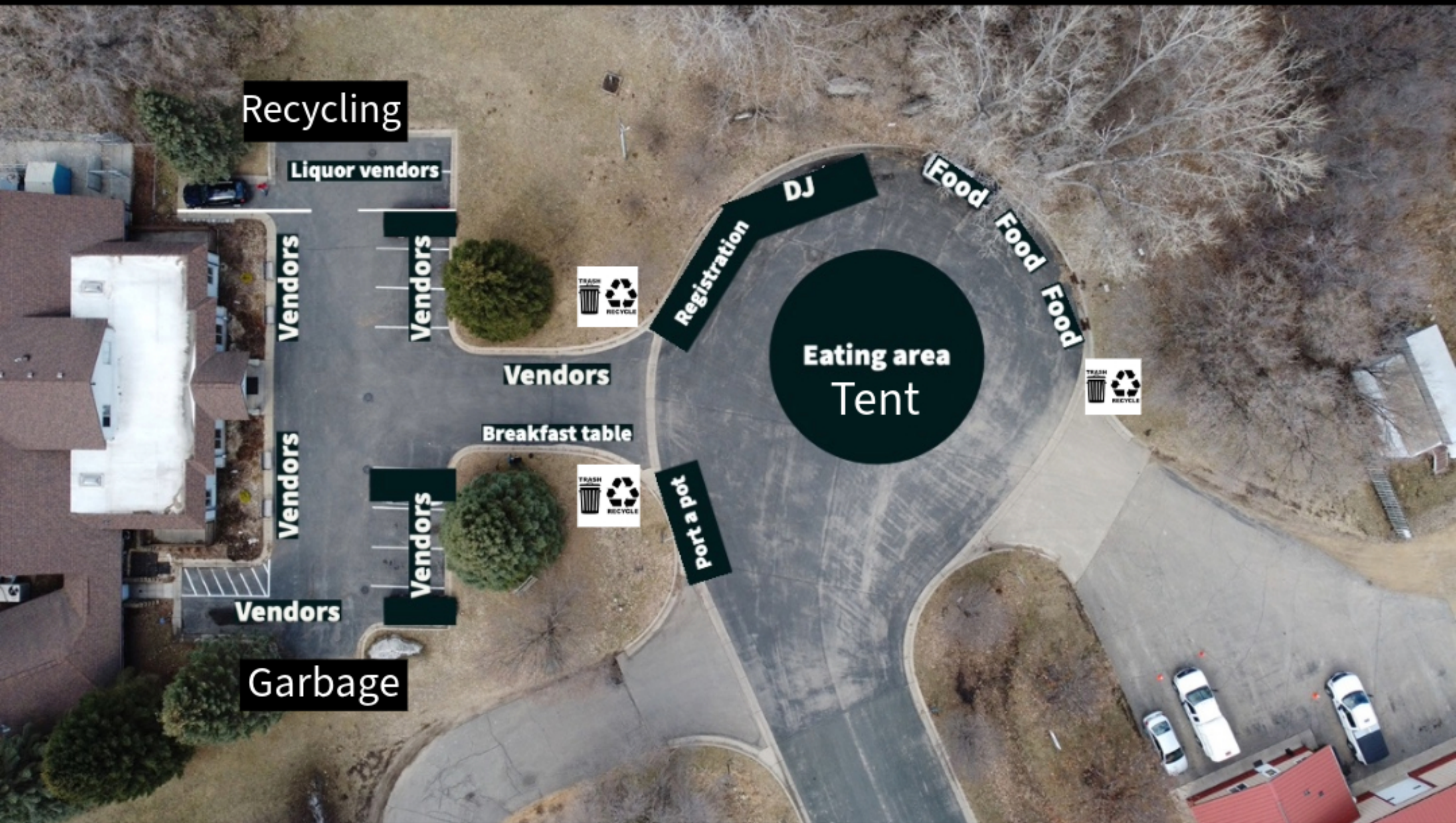


• Please follow the outlined map and look for volunteer checkpoints along the way.

Industrial Ct. to Spiral Blvd - turning left- Spiral Blvd to Millard Ave - turn left onto the trail - follow trail to Leduc Drive - turn left - follow trail running parallel to 21st Street E to Commerce - take a right and enter Vermillion Falls- follow the trail to bridge - endpoint - turning around to take the same route back to shelter.



- No Parking in Animal Ark lot during event.
- All vendors, staff & volunteers can park in Jan's School of Dance lot (yellow star).
- Patrons can park in CV Techserv, Innovative Surfaces, Storm Creek & Mal-O-Sen (pink stars).
- All lots will be clearly marked with Animal Ark Parking signs on May 18<sup>th</sup>.



Recycling

Liquor vendors

Vendors

Vendors

Vendors

Breakfast table

Vendors

Vendors

Vendors

Garbage

Registration

DJ

Food Food Food

Eating area  
Tent

pot & port







## *City Council Memorandum*

**To:** Mayor Fasbender & City Council Members  
**From:** Paige Marschall Bigler, Recreation Program Specialist  
**Date:** May 6, 2024  
**Item:** Special Event Designation – IDEA Pride Parade & Event

**Council Action Requested:** Designate the Pride Parade and activities coordinated by IDEA on Saturday, June 8<sup>th</sup> and approve a one day on-sale liquor license as part of the event.

**Background Information:** IDEA is requesting to hold a Pride Parade starting at Kennedy Elementary and finishing at Levee Park, on Saturday, June 8, 2024 from 11:30 a.m. – 9:00 p.m. This is a free event and open to the public. IDEA expects 1,000 attendees. Activities include: vendors, games, live music and other family friendly activities. City Staff are supportive of the event with the following conditions:

- Event staff must properly sign all parking lots and streets utilized:
  - 'No Parking' signage posted 24 hours in advance on Tyler Street, from 10<sup>th</sup> Street to 2<sup>nd</sup> Street East
  - 'No Parking' signage posted 24 hours in advance on Lock and Dam Road
  - 'No Parking' signage posted 72 hours in advance for parking off Tyler St. near riverfront
    - Could sign these 9 spots as Handicap
  - 'No Parking' signage posted 72 hours in advance within east side of Levee Parking lot
  - The parking lot north of Art Space could be signed as 'vendor parking'
- Event organizers are responsible for the placement and removal of barricades along the parade route.
- Volunteers must be identified as event staff/volunteer for attendee questions on-site.
- Portable bathrooms are required to be contracted by event organizer. Levee Park bathrooms will be closed for the event to alleviate overuse and the need for a volunteer to restock and clean. Parks staff will sign restrooms as closed.
- Event organizers are required to work with a waste hauler for trash and recycling containers on-site. Containers must follow best management practices: paired trash with recycling and labeled.
- Tent or additional “structures” used within the park will need to be anchored with weights.
- Event organizer must receive written permission from ISD 200/Kennedy Elementary to stage parade in their parking lot
- Event organizer must receive written permission from land owner for use of lot near Levee Park
- All vendors must obtain proper permits or licenses from the Deputy City Clerk. Vendors must submit their applications at least 10 business days in advance of the event.
- Vendors must be positioned at least 10 ft. off the south side of the Mississippi River Trail for safety
- No unauthorized vehicles on City trails or sidewalks.
- Alcohol consumption area must be cordoned off in some fashion.

- Access to and egress from the alcohol service area must be staffed with security personnel at all times during service hours. Security personnel need not be uniformed but must wear something that identifies them as security. Security personnel may be volunteers of the event.
- Security personnel are expected to immediately report to the Hastings Police Department any safety issues, disorderly conduct, or behavior that may affect the safety of the event staff, attendees, or surrounding community.
- Identification checks must be made to ensure with the Minnesota alcohol consumption possession statutes.
- Wristbands required to verify compliance with age requirements.
- Event Organizers are required to hire security to be onsite for the full event timeframe.
- Hastings Police Department Officers (2) will be assigned to this event from 10:00 AM – 2:00 PM. Event organizers will be responsible for payment of staff time. These rates are charged according to City Ordinance 34.04 (a) which lists a rate of two times the hourly rate paid to the staff person who is performing services.
- Proof of insurance for the temporary liquor sales must be received by the Deputy City Clerk prior to the event.
- Hastings Police staff will connect with event volunteers one week prior to the event date.
- All event supplies and equipment will be removed by event organizers directly following the end of the event.
- Event organizers agree the site will be left in at least the condition it was pre-event.
- Any other reasonable conditions as determined by staff to ensure a successful event.

**Financial Impact:**

This event, although requesting designation as a Special Event, will also be subject to a Park Rental Fee in accordance with the City's fee schedule for exclusive use of areas.

- Levee Park Rental – Tax Exempt: \$310.00

**Advisory Commission Discussion:**

n/a

**Council Committee Discussion:**

n/a

**Attachments:**

- IDEA Pride Parade - Special Event Permit Application
- IDEA Pride Parade – Map

# Special Event Permit Application

Parks & Recreation Department  
920 10<sup>th</sup> Street West  
Hastings, MN 55033  
651-480-6175



VIII-10

A Special Event Permit is required for events who wish to exclusively use City Property and/or require City services to ensure safety and coordination. A Special Event is defined as any race, concert, community celebration, fundraiser, dance, car show, large assembly, or other Special Event on City property that has received City Council approval. Please see our Special Event Policy for additional information at [www.hastingsmn.gov](http://www.hastingsmn.gov)

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## APPLICATION CHECKLIST:

Application must be submitted at least sixty (60) days prior to the event.

It is our goal to provide event organizers guidance in planning safe and successful events.

- Special Event Permit Application
- Site Map of Proposed Areas of Impact
  - Run/Walk Routes, Parade Routes, Downtown Event, Concert/Performance Staging, etc.
- Certificate of Insurance
  - Please see section regarding insurance on page 8.

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## APPLICATION PROCESS:

- Submit the completed application packet to the Parks & Recreation Department.
- Allow 14 business days after application has been received for review.
- If additional information is required, the applicant will be contacted by City Staff.
- Once initial review is complete, all supporting documents must be submitted by event organizer.
- Once all queries are concluded, the application must go before City Council for final approval.
- Throughout the City Staff review process, the Event Coordinator will work with the Deputy City Clerk for additional required licensing in conjunction with the event.

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## CONTACT INFORMATION:

**Paige Marschall Bigler**, Recreation Programming Specialist

[pmarschall@hastingsmn.gov](mailto:pmarschall@hastingsmn.gov)

651-480-6182

- Special Event Application
- Park Rentals

**Emily King**, Deputy City Clerk

[eking@hastingsmn.gov](mailto:eking@hastingsmn.gov)

651-480-2343

- Additional Licensing
  - Mobile Food Units, Temporary Liquor Licensing, Temporary Gambling Licensing, Temporary Vendors

**Organization Information** (if applicable)

Organization: IDEA
Primary Phone Number: 651-808-0126
Website Address: ideaorganization.org

**Event Organizer**

Name and Title: IDEA Hastings/Marta Tierney/Executive Director
Mailing Address: PO Box 794 Hastings MN 55033
Primary Phone Number: 651-808-0126
Email Address: admin@ideaorganization.org
On-Site Contact: Marta Tierney
Primary Phone Number: 651-808-0126
Email Address: admin@ideaorganization.org

**General Event Information**

Event Name: Pride Festival
Type of Event: <input type="checkbox"/> Race/Run/Walk <input type="checkbox"/> Downtown Event <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Fundraiser <input checked="" type="checkbox"/> Other: <u>Pride Festival</u>
Event Description in Detail: <u>Annual Pride Festival will kick off with our parade going down 10th st ending at the Levee Park. At Levee park the Event will have live music, food, vendors, and entertainment. Event is family friendly. Security will be on scene.</u>
Is this an annual event? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a multi-day event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Event Start Date: <u>6/8/24</u> Event End Date: <u>6/8/24</u>
Is the event open to the public or private? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private

Is there an admission fee?      _____ Yes <input checked="" type="checkbox"/> No
What is the anticipated attendance? 1,000
What was the previous year's attendance? 800-1500
Where will the event be located? <u>Levee Park. See map attached. Park Permit was already acquired.</u> _____
A Park Rental Permit is required for events located within a City Park. Contact the City of Hastings Parks and Recreation Department for park facility availability information: 651-480-6175.

**Event Set-Up and Tear Down**

How many days will your organization require to: Set-Up: <u>same day</u> Tear Down: <u>same day</u>	
Event Set-Up Date: <u>06/08/2024</u>	Event Set-Up Time: <u>6am</u> to <u>11am</u>
Event Start Date: <u>06/08/2024</u>	Event Start Time: <u>11:30</u> AM
Event End Date: <u>06/08/2024</u>	Event End Time: <u>8</u> PM
Event Tear Down Date: <u>06/08/2024</u>	Event Tear Down Time: <u>8pm</u> to <u>9:30</u>

**Staging Details**

The following items will be used at the event (please mark all that apply):

Amplified Sound / Music / Live Entertainment       Tents/Canopies       Stage(s)

Other Bounce house, dancers, games and food trucks

*If any of the above items will be used, please indicate their location on your attached Site Plan / Map. Use of the above items may require the Event Organizer to meet ADA Regulations.*

**Parking Details**

Please describe Public Parking Arrangements for attendees, staff & volunteers. *(Please indicate location(s) on Site Plan / Map)*

Public parking will be used for attendees. Staff and volunteers will use parking to the right of the Levee.  
\_\_\_\_\_  
\_\_\_\_\_

**Portable Restrooms**

Event Organizers are responsible for the event cleaning of existing on-site portable restrooms as well as the rental and fees associated of any additional portable restrooms and/or hand-washing stations with a vendor of their choice to support their event. Use of these items may require the Event Organizers to meet ADA Regulations. *(Please indicate location(s) of portable restrooms on Site Plan / Map)*

Company Name: **Biffs Porta Potty**

Contact Phone Number & Email:

**Waste Removal**

Event Organizers are responsible for arranging the removal of all waste related to the event and related fees. This includes but is not limited to, emptying of trash bins and removal of waste from the event site. Event organizers must work with a vendor to support their event. *(Please indicate location(s) of waste removal bins on Site Plan / Map)*

- All paper and cardboard, cartons, glass bottles and jars, metal cans, and plastics labeled #1, #2 and #5 must be properly sorted and recycled.
- Each trash container must have a recycling container within 10 feet. The City of Hastings has portable recycling and trash containers that can be checked out for free of charge. Please email violet.penman@rosemountmn.gov for more information.
- Applicant must educate all event staff, volunteers, event vendors, and housekeeping/custodial contractors using the enclosed [Recycle Right Guide](#).

Company Name: **Tennis Sanitation**

Contact Phone Number & Email:

**Organics**

1. Will the event have at least 300 attendees?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the event generate at least 1 ton (8 cubic yards) of trash per location (e.g. each sporting tournament location)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Will the event generate food scraps back-of-house (e.g. non-public food-prep areas)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**If yes to all three organics criteria, the event is required to collect food scraps.**

Please contact the Solid Waste & Recycling Coordinator, Violet Penman, violet.penman@rosemountmn.gov or 612-268-9097 to discuss the following:

What will vendors use for back-of-house food scraps collection? *Dakota County has collection resources available.*

How are food scraps collected from vendors for delivery to an organics facility?  
Food trucks will be in attendance however they dispose of their organics themselves

**Fire Department Services**

Event Organizers are responsible for coordinating event safety and emergency coverage with the Hastings Fire Department. The Fire Department will determine if and how many fire resources will be required at an event. All Fire Department costs associated with the event are at the responsibility of the event organizer.

- Event will include tents and/or canopies:
- Tents and Canopies over 200 square feet
  - Other vendors will have canopies set up
- 
- Event will host the use of:
- Fireworks/Pyrotechnics (*a firework display permit is required*)
  - Other
- 

**Police Department Services**

Event Organizers are responsible for coordinating event security and emergency coverage with the Hastings Police Department. The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.

- Event will require traffic control:
- Event ingress/egress
  - Street Closures
  - Other temp side road closures for the parade route. will work with local law
- 

**Notice of Temporary Street Closure**

The City of Hastings requires that all affected residents/businesses both on adjacent to a proposed street closure be notified of such a street closure. A notification letter may be required to be sent to businesses and residents in the affected event areas.

**Site Plan / Map Instructions**

All site plans/maps must be submitted along with the application.

- Site plans/maps must include a directional sign showing North, South, East, and West.
- Site plans/maps must also include a key showing the use of symbols for people, vehicles, tent(s)/canopies, stage(s), platform(s), barricades, Mobile Food Unit and Vendor staging, Portable Restrooms, Waste Collection, etc.
- Site plan/map should also show any proposed signage.

**Street Closures**

Please keep in mind that streets/sidewalks must be closed from intersection to intersection; street cannot be closed mid-block. Event Organizer is responsible for posting Temporary 'No Parking' signs according to requirements.

Please list the streets/sidewalks, from intersection to intersection; you are requesting to close for your event. Your Site Plan/Map must show all streets and closures. Street closures are subject to review and approval by the Hastings Police and Public Works Departments.

Space is provided for four (4) entries. If you need more space, please attach an additional sheet of paper with the requested information.

(1) Street Name: See map used in 2023 which was approved by PD & PWD.

From (cross street): We plan to use that same route with any edits/suggestions

To (cross street): issued by PD and PWD

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(2) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(3) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_

(4) Street Name: \_\_\_\_\_

From (cross street): \_\_\_\_\_

To (cross street): \_\_\_\_\_

Type of Closure:  Street Closure  Sidewalk Closure

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_



**Barricade Equipment**

Does the Host Organization have its own barricade equipment?  Yes  No

If not, please indicate how the Host Organization will meet all required barricade requirements.

*\*The companies listed below are barricade providers and not recommendations of the City\**

Host Organization will rent barricade equipment from a private company from the list below.  
(In alphabetical order)

Host Organization will set-up and tear down barricade equipment.

Private company will set-up and tear down barricade equipment.

<b>Geyer Signal</b>	<b>Safety Signs of MN</b>	<b>Warning Lites</b>
<a href="https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc">https://www.constructionequipment.com/company/geyer-signal-st-cloud-inc</a>	<a href="https://www.safetysigns-mn.com/">https://www.safetysigns-mn.com/</a>	<a href="https://www.warninglitesmn.com/">https://www.warninglitesmn.com/</a>
Phone: 320-253-9005	Phone: 952-469-6700	Phone: 612-521-4200
4205 Roosevelt Road St. Cloud, MN 56301	19784 Kenrick Avenue Lakeville, MN 55044	4700 Lyndale Avenue North Minneapolis, MN 55430

**Miscellaneous**

\_\_\_\_\_ The event organizer(s) will be applying to serve intoxicating liquor.

- Please complete the supplemental form on page 9.

\_\_\_\_\_ The event organizer(s) will be applying for a temporary gambling permit.

This event will have vendors selling goods, wares, products, merchandise, etc.

\_\_\_\_\_ This event plans to have a petting zoo, pony rides, etc.

- Please indicate the location on the Site Map. It will also be required that the event provides a portable hand-washing station.

## Indemnification Agreement

Host Organization and/or Event Organizer agree, in consideration of the granting of this application and Special Event Permit for:


Pride Festival to be held on 06/8/24  
*Event Name* *Event Date(s)*

by Marta Tierney of IDEA  
*Event Organizer/Primary Applicant* *Host Organization*

Host Organization and/or Event Organizer(s) hereby agrees to defend, indemnify and hold harmless the City of Hastings ("City"), and the City's employees, officers, managers, agents, council members, and volunteers from and against any and all losses, damages, claims for damage, liability, lawsuits, judgement expense and cost(s) however caused, resulting from, arising out of, or in any way related to the Applicant's event as herein described, from any injury of death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Special Event Permit regardless of where the injury, death, or damage may occur, unless injury, death, or damage is caused by the sole negligence of willful misconduct of the City. Nothing in this Agreement is to be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled to by law, including, but not limited to, the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

Host Organization and/or Event Organizer(s), at their sole cost and expense, agrees that it will maintain in full force and effect, for the duration of the event and term of this Agreement, liability insurance with a minimum per occurrence liability limit of \$2,000,000. The City must be named as an additional insured on the insurance policy, and the policy must contain a stipulation that the Applicant's insurer will provide ten (10) days' prior written notice to the City of a cancellation of the required insurance policy. The insurance shall be carried by a solvent and responsible insurance company that is licensed to do business in the State of Minnesota. A certificate of insurance, signed by the authorized representative of the insurance company, evidencing compliance with the required liability insurance amount must be provided to the City by the Applicant prior to the event. The City reserves the right to modify the insurance requirements at its sole discretion based on the nature and scope of the Applicant's proposed event.

Marta Tierney  
 Print Name

  
 Signature

Executive Director  
 Title

3/20/24  
 Date

# Applicant Agreement

Please read each statement. Initialing next to each statement indicates your understanding and agreement of the statement.

MT Host Organization and/or Event Organizer(s) agrees upon request to provide a Liability Insurance Certificate providing evidence of general liability insurance coverage in a minimum of \$1,000,000 combined single limit and a minimum \$2,000,000 aggregate limit, If food or non-alcoholic beverages are sold or provided at the event the insurance policy shall also include an endorsement for product liability in an amount not less than \$1,000,000.

MT Host Organization and/or Event Organizer(s) agrees, upon request, to submit a Security Plan setting forth the proposed security measures to be taken to protect the health, safety, and welfare of the participants, spectators, bystanders, and passerby. This plan will be reviewed by the Hastings Police Department who may require alterations to the plan. Security measures may include but are not limited to the hiring of Hastings Police Officers at the expense of the Event Organizer.

MT Host Organization and/or Event Organizer(s) agrees, upon request, to provide a copy of their Determination Letter, as issued by the Internal Revenue Service of the United States, if the application is made on behalf of any organization representing itself as a tax-exempt, non-profit and/or charitable organization.

MT Host Organization and/or Event Organizer(s) agrees to notify all residents and businesses that will be affected by street/sidewalk closures and/or amplified sound.

MT Host Organization and/or Event Organizer(s) agree to supply 'No Parking' signs, barricades, cones, and/or warning signs and to situate them in such a position that the street closure may be maintained in a safe and orderly manner.

MT Host Organization and/or Event Organizer(s) agree to work with City Staff to ensure appropriate licensure is completed for the event including: Park Rental(s), Mobile Food Units, Vendors, Intoxicating Liquor, Temporary Gambling, etc.

MT Host Organization and/or Event Organizer(s) agree that any false statement or material misrepresentation made in support of this application and permit is cause for denial of issuance of a Special Event Permit. Applicant also agrees that failure to adhere to the policies and procedures established by the City of Hastings or any conditions or restrictions imposed upon the permit by the City of Hastings, is cause for revocation of the Special Event Permit.

By signing below, Host Organization and/or Event Organizer indicate understanding and agreement to the above statements.

Marta Tierney  
Print Name

  
Signature

Executive Director  
Title

06/8/24  
Date

**PLEASE COMPLETE IF INTOXICATING LIQUOR WILL BE SERVED AT THE EVENT**

**Intoxicating Liquor** (please check one)

- An establishment within the City of Hastings holding an active Caterer’s Permit will be providing and serving liquor.
- The establishment must provide a current copy of their certificate of insurance including sales off premises. The City of Hastings must be listed as additional insured.
  - Please note if an establishment plans to serve liquor under their caterer’s permit, they must also serve food at the event.

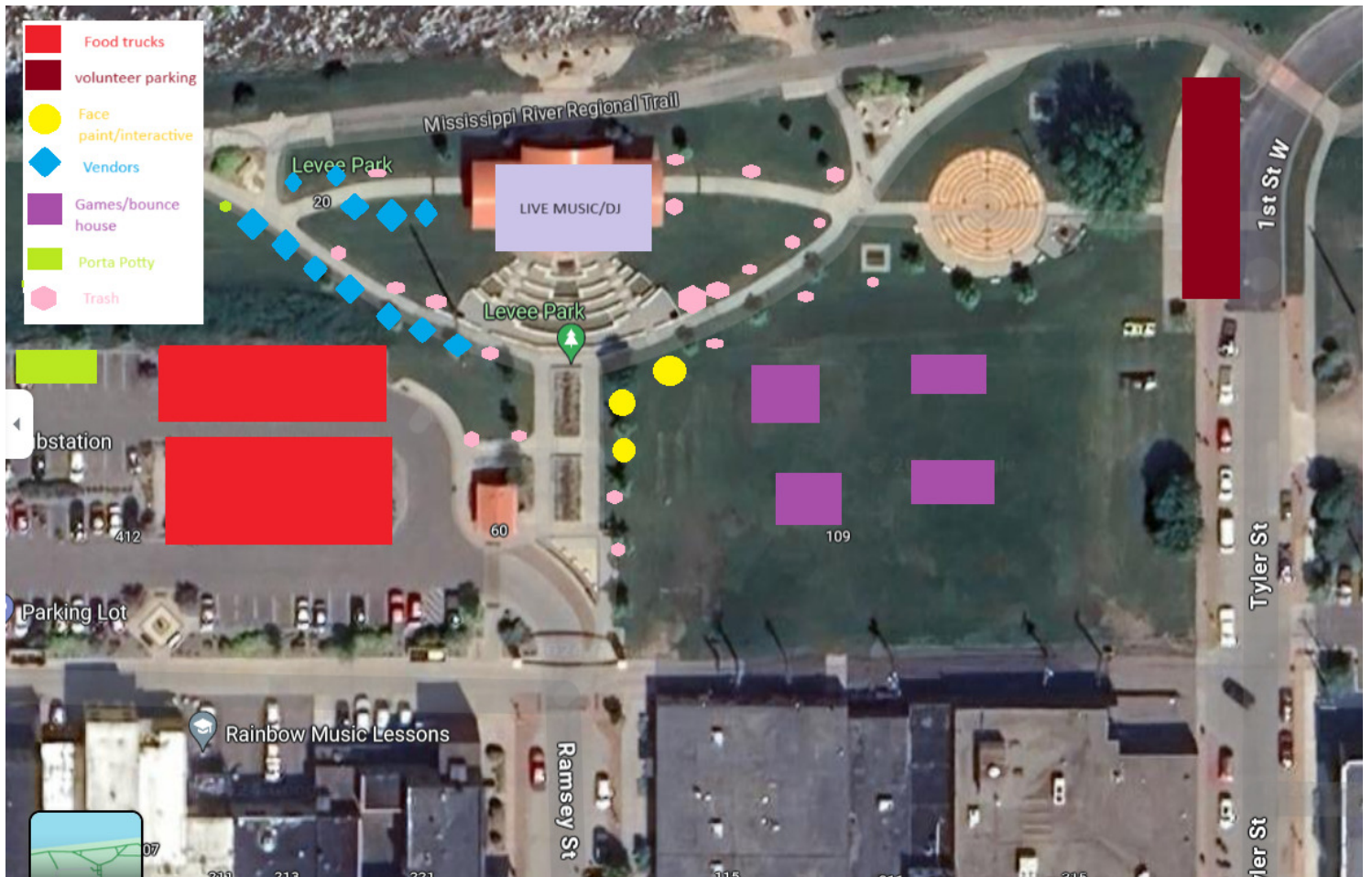
Establishment / Permit Holder: \_\_\_\_\_

- A Temporary Intoxicating Liquor License will be requested.
- Only issued to charitable, religious, or nonprofit organizations in existence for at least three (3) years.
  - Application must be submitted at least 60 – days prior to the event.
  - Must be approved by City Council.
  - Liquor Liability insurance is required. Additional information listed below.

**Special Event Liquor License Requirements**

1. **Area.** Alcohol may be served by the Applicant within the Premises, at a location designated on the site map attached to the application. Liquor shall be confined to a specified area and the applicant must provide delineation and signage stating “No Alcohol Beyond This Point” between the specified area and the additional event space to discourage taking alcohol outside of the specified area.
2. **Compliance Inspection.** The applicant acknowledges that as a liquor license holder for the event, it is subject to Hastings City Code §111.13, subd. B, subd. 6, which authorizes that all premises from which intoxicating liquor is offered at on-salt, are subject to inspection for alcohol compliance by any peace officers or health officers.
3. **Identification Bracelets.** The applicant shall provide at no charge liquor identification bracelets in the area as required by City Staff. The applicant will permit no one to consume liquor unless they are wearing an identification bracelet, and will be responsible for the issuance of bracelets. The bracelets will be issued only to those who are legally entitled to consume intoxicating liquor.
4. **Insurance.** The City requires any function selling / serving intoxicating liquor through a temporary liquor license must provide Liquor Liability insurance for the day(s) of the event in the form and amounts as required by M.S. §340A. Proof of insurance must include the use of the facility or any parking lot used for alcohol service. The certificate must list the City of Hastings as an additional insured.
5. **Law Enforcement Officer.** The Police Department will determine if and how many police resources will be required at any event. All Police Department costs associated with the event are at the responsibility of the event organizer.
6. **Exclusions.** Glass beverage containers are not allowed within City Parks.

Event Map



## Parade Route



Parade will start on 10<sup>th</sup> St E going down to 2<sup>nd</sup> St E. Road will be Temp. blocked as the parade goes by. IDEA will work with HPD to coordinate a smooth closer/open. Barricades will be also placed as the parade goes by. Volunteers will be on hand to redirect traffic and move the barricade off the road as soon as the parade passes the street. On 2<sup>nd</sup> St E once parade is done volunteers will help direct the vehicles. Walkers will continue to the Pavillion for the welcome ceremony.



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: May 6, 2024**  
**Item: Approve New Massage Therapist License for Raena Mueller-Dahl**

**Council Action Requested:**

Adopt the attached resolution approving the New Massage Therapist License for Raena Mueller-Dahl.

**Background Information:**

City Code Chapter 116 requires that massage therapists practicing within the City of Hastings be licensed annually. The licensing period for a massage therapist is January 1 through December 31.

The City has received and reviewed Ms. Mueller-Dahl's application for a new massage therapist license. Approvals and issuance of licenses are contingent upon the City receiving all license fees, required documents and completion of a criminal history background investigation conducted by the Hastings Police Department.

**Financial Impact:**

License revenue is included in the budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING A NEW MASSAGE THERAPIST  
LICENSE FOR RAENA MUELLER-DAHL**

**WHEREAS**, the City has received and reviewed Ms. Mueller-Dahl’s application for a new massage therapist license; and

**WHEREAS**, approval and issuance of licenses are contingent upon the City receiving license fees, required documents, and completion of a criminal history background investigation conducted by the Hastings Police Department.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota that the new massage therapist license for Raena Mueller-Dahl is approved.

Adopted on this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mary D. Fasbender, Mayor

Attest:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk





*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: May 6, 2024**  
**Item: Approve Outdoor Tent Fireworks Sales License for TNT Fireworks**

**Council Action Requested:**

Approve the attached resolution approving a Tent Fireworks Sales License at Walmart Store #1472, 1752 North Frontage Road.

**Background Information:**

The City has received and reviewed a Tent Fireworks Sales Application from TNT Fireworks, 4003 Helton Drive, Florence, AL 35630, for sales in the Walmart parking lot with proposed dates of sale from June 20, 2024 through July 5, 2024.

Issuance of the licenses are contingent on passing an inspection by the Hastings Fire Inspector.

**Financial Impact:**

The associated fees have been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**RESOLUTION APPROVING TENT FIREWORKS SALES LICENSE  
FOR TNT FIREWORKS AT WALMART**

**WHEREAS**, TNT Fireworks has submitted an application for Tent Fireworks Sales License in the Walmart parking lot; and

**WHEREAS**, approval and issuance of the licenses are contingent on passing the fire inspection.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, that the Tent Fireworks Sales License for TNT Fireworks is approved.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF HASTINGS, MINNESOTA THIS 6<sup>TH</sup>  
DAY OF MAY 2024.**

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Emily King, Deputy City Clerk**  
**Date: May 6, 2024**  
**Item: Approve One-Day Temporary Gambling Permit for Hastings Family Service**

**Council Action Requested:**

Approve the attached resolution allowing the one-day temporary gambling permit for the Hastings Family Service.

**Background Information:**

Hastings Family Service submitted an application for a one-day temporary gambling permit to hold a fundraising raffle as a part of a golf tournament on June 10, 2024.

**Financial Impact:**

The associated fee has been paid.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

- Resolution

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION \_\_\_\_\_**

**RESOLUTION APPROVING THE APPLICATION BY  
THE HASTINGS FAMILY SERVICE FOR A  
TEMPORARY ONE-DAY GAMBLING PERMIT**

**WHEREAS**, the Hastings Family Service has presented an application to the City of Hastings for a one-day temporary gambling permit on June 10, 2024 to be held at the Hastings Golf Club, 2015 Westview Drive, Hastings; and;

**WHEREAS**, the Minnesota Gambling Control Board requires a resolution be passed to approve this request; and

**WHEREAS**, an application for a one-day temporary gambling permit has been presented;

**WHEREAS**, the required fee of \$25.00 has been paid.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hastings that the Mayor and City Clerk are authorized and directed to sign this resolution and forward to the appropriate agency, showing the approval of this application.

ATTEST:

\_\_\_\_\_  
Mary D. Fasbender, Mayor

\_\_\_\_\_  
Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Council Members**  
**From: Emily King, Deputy City Clerk**  
**Date: May 6, 2024**  
**Item: Renewal of Sidewalk Café Licenses**

**Council Action Requested:**

Consider the renewal application for a sidewalk café for Hastings Tavern with a liquor license amendment.

**Background Information:**

Hastings Tavern has submitted the required application and documents for the renewal of their sidewalk café license. License certificates will be issued upon receiving all required insurance documents.

**Financial Impact:**

N/A

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

N/A



## ***City Council Memorandum***

**To:** Mayor Fasbender & City Council Members  
**From:** Ryan Stempski, P.E. – Public Works Director/City Engineer  
**Date:** May 6, 2024  
**Item:** Authorize Project Work – 2025 Neighborhood Infrastructure Improvements

### **Council Action Requested:**

The Council is requested to authorize the Engineering Department to take up the required field data collection (surveying, pipe condition evaluation, and geotechnical investigation), design work, preparation of a feasibility report, and an appraised benefits analysis for the 2025 Neighborhood Improvement Area.

### **Background Information:**

The City's Capital Street Improvement Plan outlines a total of 10 streets to be improved in 2025 in accordance with the map attached to this memorandum. Based on our pre-investigation assumptions, the tentative breakdown of these street improvements are as follows (subject to further investigation):

- **Reconstruction Streets** – 1<sup>st</sup> Street, Farm Street, Frazier Street, Olive Street, and State Street
- **Reclamation Streets** – Prairie Street, 1<sup>st</sup> Place, Whispering Lane, Crestview Drive, and Theo Ct

These streets are local and would receive a street improvement based on results of geotechnical evaluation and the need determined for the underground utility improvements. Depending on these results and budget limitations, some segments may shift into a future project year.

A survey will need to be completed to begin design for these street segments. Water and sanitary sewer mains will need to be evaluated for their current pipe condition. A geotechnical investigation will have to be conducted to identify subsurface conditions in order to verify design assumptions and anticipate construction costs. An appraised benefits analysis will also need to be completed to prepare a preliminary assessment roll for the project. In order to initiate these improvements, the Council must direct the preparation of a feasibility report as required by the statutory process for public improvements that are specially assessed.

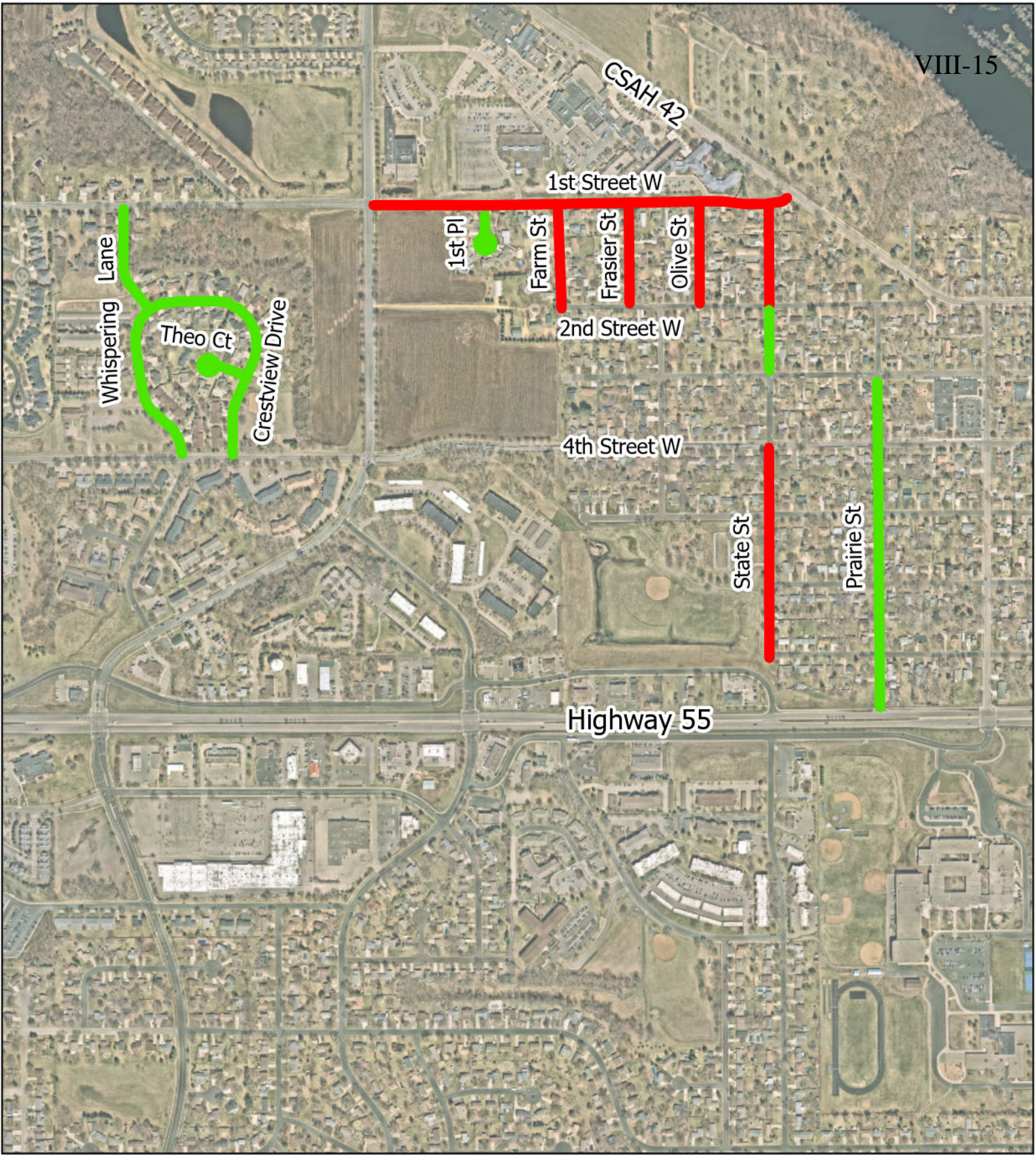
For economies of scale, four additional soil borings will be acquired for a potential stormwater quality project being planned east of Bailey Street and north of McNamara Street as part of this investigation. The geotechnical investigation may also be expanded at the time of study to include areas identified by the Parks Department for trail improvements in 2025.

### **Financial Impact:**

The costs for surveying, pipe condition assessment, appraised benefits analysis, and geotechnical investigation will be covered through reimbursement from bonded debt funds when bonds are issued for construction of the project in 2025. These services will need to be outsourced to consultants, therefore fee estimates will be obtained and managed within the overall project budget.

### **Attachments:**

- 2025 Neighborhood Infrastructure Improvements Project Map



### 2025 Neighborhood Infrastructure Improvements Project Area Map



**Reconstruct**      **Reclaim**



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: May 6, 2024**  
**Item: Joint Powers Agreement for Opioid Settlement Funds**

**Council Action Requested:**

Approve revised Joint Powers Agreement with Dakota County regarding Opioid Settlement Funds.

**Background Information:**

The recent National Opioid Settlements distributed funds to jurisdictions with populations greater than 30,000. Dakota County would like to offer a portion of its received funds to Hastings (and several other cities under 30,000 population) in accordance with Minnesota Statute 471.59. Funds received would assist with costs associated with fighting the opioid epidemic in the City of Hastings and Dakota County.

On March 18, 2024, the City Council approved this Joint Powers Agreement. Subsequently, Dakota County asked to correct an error in the language; thus, this proposed revision. The change would require the City (rather than Dakota County) to ensure that any subcontractor the City might hire under the JPA to abide by the terms of the JPA.

**Financial Impact:**

\$32,285 revenue

**Committee Discussion:**

Not applicable

**Attachments:**

Joint Powers Agreement



**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA AND  
CITY OF HASTINGS, MINNESOTA**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and the City of Hastings, 101 4<sup>th</sup> Street East, Hastings, Minnesota 55033 (“Contractor”), by and through their respective governing bodies.

**RECITALS**

**WHEREAS**, the County and the Contractor are governmental units as that term is defined in Minn. Stat. § 471.59; and

**WHEREAS**, under Minn. Stat. § 471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

**WHEREAS**, the County has received funds from the National Opioid Settlement; and

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based on the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the dates of signature by the parties through December 31, 2025.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this Agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III, Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I, Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including to other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor, therefore, must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA, Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes, section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes, section 13.05, subdivision 11. Pursuant to the Addendum to MOA, Part II, Section c, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$32,285.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through December 31, 2025.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the MOA, which states the following, in part:
  1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications only to the extent authorized by a specific resolution of the party's governing board. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:  
Marti Fischbach, Community Services Director  
Telephone: 651-554-5742  
Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

Liz Oberding has the responsibility to monitor the Contractor's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Dan Wietecha, City Administrator

Telephone: 651-480-2326

Email: DWietecha@hastingsmn.gov

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible. Nothing herein shall be construed as a waiver by Contractor of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
- (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
- (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose, in writing, the actions that the Contractor proposes to take and the schedule required to cure the event of default.
- (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
- (1) The County may refrain from disbursing the settlement monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
- (2) The County may enforce any additional remedies it may have in law or equity.
- (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination

shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal governing bodies or other sources, are not appropriated, obtained and continued at the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
18. Ownership of Materials and Intellectual Property Rights.
  - (a) Except as otherwise required by Minnesota or Federal Law, the County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the Contractor, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (“Materials”).
  - (b) The Contractor represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.
19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.
  - Exhibit 1: Standard Assurances.
  - Exhibit 2: Service Grid.
  - Exhibit 3: Invoice Form.
21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

**COUNTY OF DAKOTA**

\_\_\_\_\_  
Assistant County Attorney/Date

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

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

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

Dakota County Contract \_\_\_\_\_  
Dakota County BR 22- \_\_\_\_\_

**CITY OF HASTINGS, MINNESOTA  
("CONTRACTOR")**

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

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

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

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.



By signing this Contract, the Contractor certifies that it and its principals\* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

**Purpose**

On October 3, 2023, County held a board workshop to discuss next steps related to the opioid response. As a part of that meeting, Public Health requested the provision of Opioid Settlement funding to cities in Dakota County with populations between 10,000 and 30,000, which includes Contractor, to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to opioid settlement funds.

**Service Expectations**

- Contractor may only use these funds in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Process Measures**

In accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA), the process for drawing from special revenue funds is as follows.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the County or Contractor intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

In accordance with Part III, Section D of the MOA, grant making is considered allowable such that participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Furthermore, under the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum under Part I, Section F, “any Participating Local Government that directly receives Opioid Settlement Funds and grants those funds to subrecipients or grantees, including other Local Governments, is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity’s reporting obligations.” All grantees will further be “subject to audit and Data Practices Act. All contracts and pass-through disbursements of Opioid Settlement Funds to subrecipients or grantees must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients or grantees must comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11.”

Given these allowances, Contractor will be required to adhere to the process for drawing from special revenue funds, as outlined in the Part III, Section C of the MOA, which states City Council resolution is required for authorization of expenditures of Opioid Settlement funds.

## Outcome Measures

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting And Compliance Addendum.
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

## Reporting

- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting And Compliance Addendum.
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is based on expenditures made during the calendar year (January-December) and should be due from cities no later than Feb. 15 of the following year.
- Reporting is required in accordance to the DHS reporting addendum Appendix A.
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)

## County Responsibilities

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

## Billing Procedures

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted to [PHInvoices@co.dakota.mn.us](mailto:PHInvoices@co.dakota.mn.us) via email.

Include the specific city council resolution approving the expenditure for opioid settlement funds to this invoice.

The resolution must:

- (i) indicate that it is an authorization for expenditures of opioid settlement funds;
  - (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in Exhibit A to identify each funded strategy, if applicable; and
  - (iii) state the amount dedicated to each strategy for a stated period of time.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
  - If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
  - Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

## Inclusion, Diversity & Equity

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice.

[For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.





## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Dan Wietecha, City Administrator**  
**Date: May 6, 2024**  
**Item: 2024-2025 Teamsters Contract**

**Council Action Requested:**

Approve the 2024-2025 union contract for Teamsters Public and Law Enforcement Employees Union, Local No. 320 (Fire Captains).

**Background Information:**

It is recommended that the Council approve the 2024-2025 collective bargaining agreement for the Teamsters Local No. 320 union. The contract term is for January 1, 2024 – December 31, 2025.

Proposed changes include:

- 4.0% cost of living adjustment on January 1, 2024 and January 1, 2025.
- Add education incentive for related degree completion.
- Add post-retirement health care savings account.
- Update sick leave language to comply with state law provisions.
- Update overtime and severance pay language.

All other provisions of the contract will remain unchanged.

**Financial Impact:**

Wage adjustments are included in the 2024 budget.

**Advisory Commission Discussion:**

N/A

**Council Committee Discussion:**

N/A

**Attachments:**

Teamsters Public and Law Enforcement Employees Union, Local No. 320 Collective Bargaining Agreement

# LABOR AGREEMENT

between

**CITY OF HASTINGS**

and

**MINNESOTA TEAMSTERS PUBLIC AND  
LAW ENFORCEMENT  
EMPLOYEES UNION, LOCAL #320**



REPRESENTING  
**FIRE CAPTAIN'S UNIT**

**January 1, 2024 – December 31, 2025**



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**LABOR AGREEMENT**  
**between**  
**CITY OF HASTINGS**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND**  
**LAW ENFORCEMENT EMPLOYEES' UNION,**  
**LOCAL #320 FIRE CAPTAINS UNIT**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2023 between the City of Hastings, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality fire service and protection to the residents of Hastings. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under the Minnesota Statutes, Section 179A.31, Subd. 3, for all essential supervisory Fire Captains employed by the City of Hastings Fire & EMS Department, Hastings, Minnesota who are public employees within the meaning of Minn. Stat. 179.03 Subd. 14 excluding all other employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 **Union:** The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320.
- 3.2 **Employee:** A member of the City of Hastings Fire & EMS Department.

- 3.3 **Union Member:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320.
- 3.4 **Department:** The City of Hastings Fire & EMS Department.
- 3.5 **Employer:** The City of Hastings.
- 3.6 **Fire & EMS Director:** The Fire and Emergency Medical Services Director for the City of Hastings.
- 3.7 **Union Officer:** Officer elected by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.8 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensations or the rights, privileges or obligations of employment.
- 3.9 **Day:** A day is defined as twelve (12) hours for Fire Captain, unless otherwise specified.
- 3.10 **Probationary Period:** All new, regular employees will serve a twelve (12) month probationary period.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or Interference with the normal functions of the Employer.
- 4.2 Any employee who engages in a strike may have their appointment or employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates. An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure or employment, or contract of employment, as they may have theretofore been entitled. No employee shall be entitled to any daily pay, wages or per diem for the days on which they engage in a strike.

#### **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**ARTICLE VI. UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues, or a "fair share" deduction, as provided in Minnesota State Statute 179.65, Subd. 2, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE VII. EMPLOYEE RIGHTS—GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's

final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. If the grievance is still unresolved in Step 3, the UNION and EMPLOYER may agree, within ten (10) calendar days after the reply of the Step 3 Representative was due, to petition the Bureau of Mediation Services for assistance in settling through mediation.

If either party determines during the mediation process that further mediation would serve no purpose, the UNION within ten (10) calendar days by written notice to the EMPLOYER, may request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### 7.5 **Arbitrator's Authority:**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and

witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as, denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

#### **ARTICLE VIII. SAVINGS CLAUSE**

The Agreement is subject to the laws of the United States, the State of Minnesota and the City of Hastings. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

#### **ARTICLE IX. SENIORITY**

- 9.1 "Total seniority" shall be determined by the employee's length of continuous full-time employment with the Fire & EMS Department.

"Classification seniority" shall be defined as the length of cumulative service in a specific job classification with the EMPLOYER where "total seniority" remains unbroken. Classification seniority is used to determine the order of layoff when there is a specific reduction in a classification.

The department shall maintain and post a current seniority list during this AGREEMENT.

- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.
- 9.3 Reduction of work force will be accomplished on the basis of total seniority. Employee shall be recalled from layoff on the basis of total seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.
- 9.4 Vacations will be selected on the basis of classification seniority from October 17 to October 31 of the current year. This will be done annually and covers the period from January 1st of the following calendar year to December 31st of the following calendar year. Vacation selection will be approved by the employer no later than November 14<sup>th</sup> of the current year. After November 14<sup>th</sup> or post approval, all vacation requests will be first come first serve until the next vacation selection process.

**ARTICLE X. DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
- a) oral reprimand;
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.
- 10.2 All discipline will be reduced to writing.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have Union representatives present at such questioning.

**ARTICLE XI. CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.

**ARTICLE XII. HOURS OF EMPLOYMENT**

- 12.1 The regular workweek for Fire Captains shall consist of an average of fifty-three (53) hours in one (1) week. The regular workweek for Fire Marshal shall consist of forty (40) hours in one (1) week.
- 12.2 The Employer may from time to time, in its sole discretion, temporarily adjust a Fire Captain's work schedule to forty (40) hours in one (1) week for purposes of alternate job assignment such as light duty or training. In the event of such temporary schedule, the Fire Captain's wage shall be adjusted such that the temporary hourly rate of the forty (40) hour workweek is 1.325 times the hourly rate of the fifty-three (53) hour workweek. Such temporary schedule adjustment does not include furlough or other reduction in force.
- 12.3 Fire Captains scheduled to a fifty-three (53) hour workweek shall work normal shifts that are twenty-four (24) consecutive hours.
- 12.4 An employee who is not required to remain on the Employer's premises and is free to engage in their own pursuits, subject only to the understanding that the employee leave word at their home or with the Employer where they can be reached by the Employer, they are not working while "on call." When an employee is called out on a job assignment, only the time actually spent on making the call may be counted as hours worked.

12.5 Shift changes will be allowed, with prior supervisor approval, at any time during the current posted master schedule. Shift trades will not result in overtime or create a forty-eight (48) hour shift.

### **ARTICLE XIII. LEGAL PROTECTION**

All employees shall be given legal protection as provided for under Minnesota and Federal Statutes.

### **ARTICLE XIV. OVERTIME**

All employees required to work at times other than their scheduled hours of employment will be paid at one and one-half (1½) times their regular hourly rate. If an employee is assigned to respond to the fire station at any time while not regularly scheduled to work, such pay shall be at the regular overtime rate. A minimum of one and one-half (1½) hours at overtime rate will be paid for ambulance and fire calls. Overtime will be distributed as equally as practicable.

Hours scheduled to work on New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving, the day following Thanksgiving, and Christmas will be paid at 1.5 times the regular hourly rate. Premium pay is earned for those hours worked on the actual holiday listed above. If an individual is called back for shift overtime on New Year's Day, 4<sup>th</sup> of July, Thanksgiving Day, and Christmas Day, that employee will receive an additional 0.5 time on top of their premium pay.

Use of vacation or sick time, during the work period defined by the City, does not count towards hours worked for calculating FLSA overtime eligibility.

If the City establishes a schedule that balances to 2756 hours annually, the Union and City agree to count scheduled mandatory trainings, scheduled meetings, and/or balance through work schedule adjustments.

### **ARTICLE XV. HOLIDAYS**

Fire Captains shall be paid for seventy-two (72) hours holiday pay, paid by separate check no later than the first Friday after the first payday in December each year, regardless of the number of holidays actually worked. Holiday pay will be based on their individual hourly rate. Employees hired or separated from employment after January 1 of any calendar year shall earn holiday credit based on a pro-rated schedule of 1/12th of the total number of holidays granted in the paragraph above for each month or major fraction thereof worked.

Fire Captains shall receive a credit for eighty-four (84) hours that shall be taken as additional vacation days. These days must be taken during the year in which they are earned. These hours may be taken in twelve (12) or twenty-four (24) hour increments. Vacation day usage shall not result in overtime.

The following days are official holidays for any Fire Marshal employees:

<b><u>Holidays</u></b>	<b><u>Date</u></b>
New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19



Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Two (2) Floating Holidays	

**ARTICLE XVI. EDUCATION INSTRUCTION TIME**

Mandatory instructional/educational time shall be paid at the individuals' overtime rate while not on duty.

**ARTICLE XVII. VACATION**

17.1 For Captains, vacation shall be accumulated on the following twelve (12) hour day basis (effective June 5, 2023):

<b>YEAR OF SERVICE</b>	<b>HOURS OF VACATION</b>
0- 1 year	96 hours
After 1	120 hours
After 2 years	120 hours
After 3 years	132 hours
After 4 years	132 hours
After 5 years	144 hours
After 6 years	144 hours
After 7 years	156 hours
After 8 years	168 hours
After 9 years	180 hours
After 10 years	192 hours
After 11 years	204 hours
After 12 years	216 hours
After 13 years	228 hours
After 14 thru 19 years	240 hours
After 19 years	300 hours

Years of Service	Vacation Maximums
0-5 Years	180 Hours Maximum
6-10	270 Hours Maximum
11+ years	450 Hours Maximum

All regular full-time fire marshal(s) are eligible to accrue vacation according to the following schedule (effective June 5, 2023):

Years of Service	Annual
------------------	--------

	Accrual
	Hours
0-1	88
Beginning of 2nd year	96
Beginning of 3 <sup>rd</sup> year	104
Beginning of 4 <sup>th</sup> year	112
Beginning of 5 <sup>th</sup> year	120
Beginning of 6th year	128
Beginning of 7th year	128
Beginning of 8th year	136
Beginning of 9th year	136
Beginning of 10th year	144
Beginning of 11th year	144
Beginning of 12th year	152
Beginning of 13th year	160
Beginning of 14th year	168
Beginning of 15th year	176
Beginning of 16th year	200

Years of Service	Maximum Accumulation
0 – 5	120 hours
6 – 10	180 hours
11+	300 hours

- 17.2 All vacation pay shall be accrued, and in the event an employee's employment is terminated for any reason, the employee shall receive, upon their termination the vacation pay which they have coming at that time on a pro-rate basis. No more than four (4) consecutive weeks (212 hours for Fire Captains and 160 hours for Fire Marshal) vacation can be taken at one time.
- 17.3 In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment as a full-time employee.

#### ARTICLE XVIII. SICK LEAVE AND OTHER LEAVES OF ABSENCE

- 18.1 **Sick Leave:** Sick leave will be granted pursuant to Federal Regulations, State Statute and FMLA. All employees of the City shall be entitled to accumulate one (1) day of sick leave for each month of employment. Sick leave will be granted pursuant to Federal Regulations, State Statute and FMLA. All employees of the City shall be entitled to accumulate one (1) day of sick leave for each month of employment. Sick leave may be used for mental or physical illness, injury or other health condition, or the treatment, diagnosis, care or preventative care, of the employee or family member as defined in Minn. Stat. § 181.9445. Sick leave may also be used due to the domestic abuse, sexual assault or stalking of the employee or family member. Employees may use sick leave due to communicable disease or public emergency as set forth by statute. The Employer may require verification of the use of sick leave when an employee has been absent for three consecutive days. Verification shall be consistent with the requirements of state law.

**Prolonged Illness Bank**

**Captains:** Sick leave balances in excess of one hundred thirty (130) days (1560 hours) shall receive eight (8) hours of sick leave (to be placed in a prolonged illness sick leave bank) and four (4) hours of vacation for each month of employment. **Marshal:** Once 960 hours of sick leave has been accumulated, the leave accrual will be as follows:

- ½ of the accrual will be placed in a Prolonged Illness Bank. An employee may only use the prolonged illness bank after all other accumulated sick leave has been used.

- ½ of the accrual will be earned as additional vacation. All vacation is subject to the maximum accrual cap.

- 18.2 **Personal Leave:** All Fire Captains of the City shall be entitled to six (6) days (72 hours) personal leave per occurrence, which shall not accumulate. Fire Marshal is entitled to up to 40 hours per occurrence, which will not accumulate. Personal leave for purpose of this paragraph includes and is limited to: Death in the immediate family, death of spouse, parent, brother, sister, child, grandchild, grandparent, and spouse's parent, brother, sister, child, grandchild, grandparent. Immediate family also includes "step" family members of the employee or employee's spouse.
- 18.3 **Jury Duty:** Employees called and selected for Jury Duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as a Juror.
- 18.4 **Union Leave:** The City agrees to grant the necessary time off without pay to any employee designated to attend a labor convention or to serve in any capacity on other official Union business.
- 18.5 **Court Time:** An employee who is required to appear in Court and/or for a Deposition during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) time the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court or Deposition appearance does not qualify the employee for the two (2) hour minimum.

**ARTICLE XIX. SEVERANCE PAY**

If an employee dies in the line of duty, the deceased employee's eligible sick leave will be paid out to the deceased's estate.

If an employee, after ten (10) years of service:

- Retires at age 65 (or otherwise provided by law); or
- Is forced to retire due to a physical condition, including death, not allowing the employee to continue gainful employment; or
- Voluntarily terminates employment with the City after due notice, with consent of the City but not if discharged or resigns by the request of the City, the employee or employee's descendants will receive fifty percent (50%) of unused sick leave. Employees will be allowed to draw from both the sick leave and extended sick leave banks as severance pay, up to a maximum severance payout as noted below:
  - Fire Captain: up to a maximum of 960 hours of accumulated sick leave (50% of 1920 hours)
  - Fire Marshal: up to a maximum of 640 hours (50% of 1280 hours)

**ARTICLE XX. INSURANCE****Health**

The City will agree to pay the cost of single health insurance coverage, if such coverage is elected by the employee. Eligible employees may not waive single coverage.

The City will agree to contribute a percentage of premium as established by the City Council, towards coverage other than single as offered by the City and elected by the Employee. For 2021 the City will contribute 70% towards the premium of family plans and 65% towards the premium of employee plus spouse and employee plus child(ren) plans. Employees will be responsible for paying the remaining percentage of the premium, which will be done through payroll deduction.

**Life**

All regular employees will also receive a \$50,000 Life Insurance Policy effective upon date of agreement of this contract with the full cost of the premiums to be paid for by the City.

**Long-Term Disability**

Also, the City will provide a long-term disability insurance policy with no cost to the employee, as follows:

Eligibility: Each active, full-time employee who works a minimum of thirty (30) hours per week, except temporary employees.

Qualifying Period: Benefits accrued with respect to any one period of total disability after the expiration of a qualifying period of three (3) consecutive months.

Benefit Period: Monthly benefits are payable during the continuance of total disability as follow, but in no event are benefits payable beyond the attainment of age 65.

- a. Total disability due to sickness to age 65.
- b. Total disability due to an accident to age 65.

Monthly Schedule Amount: Sixty percent (60%) of normal monthly earnings to a maximum benefit of \$5,000.

**ARTICLE XXI. INJURED ON DUTY**

21.1 Employees injured while on duty will receive full pay for a maximum of ninety (90) working days while unable to work due to such injury. The first three (3) working days lost due to an injury on duty will be charged to an employee's sick leave account as part of worker's compensation "waiting period". If a work-related injury continues past ten days, the first three days which have been charged to the employee's sick leave account will be reimbursed to the employee. An employee with no sick leave accumulation will not receive payment for the first three (3) working days lost.

21.2 Any compensation payable to the employee under Worker's Compensation insurance will be reported to the Employer. The Employer shall make supplementary payments to the employee (not to be charged to the

employee's accumulated sick leave) to make up the difference between Worker's Compensation and his/her normal rate of pay.

- 21.3 Any employee who claims an absence from work due to an injury sustained on the job shall provide, if requested by the Employer, a statement from the employee's attending physician as to the nature of the injury.
- 21.4 Any employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of and paid for by the Employer by a person competent to perform the same and as is designated by the Employer.

**ARTICLE XXII. UNIFORMS**

The Employer agrees to supply dress uniforms, work uniforms and turn out gear as required.

**ARTICLE XXIII. WAGES**

- 23.1 Effective January 1, 2024, 4.0% **and** January 1, 2025, 4.0% cost of living adjustment.

Wages for the term of the contract will be adjusted as follows:

<b>Captain</b>	January 1, 2024	January 1, 2025
Start	\$34.99	\$36.39
12 Months	\$37.13	\$38.61
24 Months	\$39.27	\$40.84
<b>Marshal</b>	January 1, 2024	January 1, 2025
Start	\$48.71	\$50.66
6 Month	\$49.78	\$51.78
12 Month	\$50.86	\$52.89
24 Month	\$51.93	\$54.00
36 Month	\$53.00	\$55.12

Retro pay is only paid to current City employees.

- 23.2 **Longevity**  
 Longevity shall be payable as follows (effective June 5, 2023):
  - 1% after five (5) years
  - 2% after ten (10) years
  - 3% after fifteen (15) years
  - 4% after twenty (20) years

- 23.3 Education Incentive

An employee will receive an additional stipend upon successful completion of Fire Sciences, Fire Services or Paramedicine degree from a nationally accredited program, paid in equal amounts quarterly. Stipends shall not stack.

Fire Captain	Associate's Degree	\$500.00 annual stipend
	Bachelor's Degree	\$1000.00 annual stipend
Fire Marshal	Bachelor's Degree	\$1000.00 annual stipend

#### **ARTICLE XXIV. WAIVER**

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualified waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

#### **ARTICLE XXV. POST RETIREMENT HEALTH CARE SAVINGS ACCOUNT**

Upon honorable retirement from employment, one hundred percent (100%) of employee's sick leave severance pay will be applied to the Minnesota State Retirement System.

**ARTICLE XXVI. DURATION**

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until the thirty-first day of December, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**CITY OF HASTINGS**

Approved by City Council:

\_\_\_\_\_  
Mary D. Fasbender, Mayor                      Date

\_\_\_\_\_  
Dan Wietecha, City Administrator                      Date

\_\_\_\_\_  
Kelly Murtaugh, City Clerk                      Date

**MINNESOTA TEAMSTERS PUBLIC & LAW  
ENFORCEMENT EMPLOYEES' UNION, LOCAL  
NO. 320**

Approved by Union:

\_\_\_\_\_  
Vance Rolfzen, Business Agent                      Date

\_\_\_\_\_  
Ryan McGraw, Union Steward                      Date

\_\_\_\_\_  
Chad Jensen, Union Steward                      Date



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Phil Vargas, Sports & Recreation Coordinator**  
**Date: 5/6/2024**  
**Item: Pickleball Court Rental Policy & Fees**

**Council Action Requested:**

Approve proposed pickleball court rental policies and fees.

**Background Information:**

Prior to the construction of the new pickleball and tennis courts at Roadside Park in 2023 we did not have a rental policy in place for those courts. With the popularity of pickleball and the multiple rental requests we've already received we feel there is a need for a rental policy for pickleball courts similar to our rental policy for athletic fields.

**Pickleball Court Rental Fees:**

- Residents - \$20/court/hour
- Non-Residents - \$40/court/hour
- A pickleball court rental gives the renter exclusive use of the rented court(s). A maximum of 4 courts can be rented at any one time leaving a minimum of 4 courts available for public use at all times.

**Pickleball Tournament Rental Fees:**

- Residents - \$100/day
- Non-Residents - \$150/day
- A pickleball tournament rental gives the renter exclusive use of all courts during the duration of the tournament. The City of Hastings & the Hastings Pickleball Association are the only organization that can host pickleball tournaments at this time until we get a better understanding of demand.

We will consider adding tennis court rentals in the future if we see more of a demand for them.

**Financial Impact:**

Potential new revenue from renters.



**Advisory Commission Discussion:**

On April 17<sup>th</sup>, 2024 an overview of the proposed pickleball court rental policy and fess was provided to the Parks & Recreation Commission. Commissioners were appreciative of the consideration, research, and effort in organizing this proposal. The PRC made a motion to support the policies and fees and forward the proposal to City Council for approval.

**Council Committee Discussion:**

N/A

**Attachments:**

- Parks & Recreation Commission Minutes - 4/17/2024



**City of Hastings**  
**Parks & Recreation**

920 W 10<sup>th</sup> Street ▪ Hastings, MN 55033 ▪ Ph: 651-480-6175 ▪ [www.hastingsmn.gov](http://www.hastingsmn.gov)

VIII-18

**Parks & Recreation Commission Agenda**

Wednesday, April 17, – 6:00 PM  
*City Hall – Council Chambers*

I. Call to Order 6:00 p.m.

a. Determination of Quorum

Present: Commissioners: Dwight Smith, Scott Zuzek, Ceil Strauss, and Wendy Loomis. Parks and Recreation Director, Chris Jenkins and Sports and Recreation Coordinator, Phil Vargas

Absent: Commission Chair, Bruce Karnick, Commissioner Craig Santelman, and Carl Bower

Quorum Present: 4:7

II. Pickleball Operating Procedure and Fees 6:05 p.m.

a. Phil Vargas, Sports and Recreation Coordinator

Sports and Recreation Coordinator, Phil Vargas presented a drafted Pickleball Court Rental Policy and asked for a recommendation from the Parks and Recreation Commission to the City Council for a new policy. Park Commissioners asked about leagues, rentals, pricing, hours, & public access. Commissioner Smith motioned to approve the proposed policy. Commissioner Loomis seconded the motion.

Motion approved 4:4

III. Department Updates 6:30 p.m.

Director Jenkins provided a summary of Department projects including the Lake Isabel Project, Arena Refrigeration and Roofing Project, Trail Wayfinding Signage, Trail Reconstruction Project from East 31<sup>st</sup> Street and South to Tuttle Neighborhood, and Veterans Athletic Complex.

Meeting Adjourned 6:35 p.m.

**Next Meeting: Wednesday, May 15<sup>th</sup> at 6:00 p.m.**

All times are approximate

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*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Eitemiller, Finance Manager and Kim Niederkorn, Accountant**  
**Date: May 6, 2024**  
**Item: Writing off old Accounts Receivable balances**

**Council Action Requested:**

Council is requested to approve writing off old Accounts Receivable balances.

**Background Information:**

The City has outstanding receivable balances that are several years old. Due to their age, the City's collection agency no longer will pursue payment. Because of this, the Finance Department requests approval to write off these balances.

**Financial Impact:**

These outstanding balances total \$20,703.37.

**Attachments:**

1. Resolution authorizing staff to write off these balances.
2. Accounts Receivable Open Item Report 4/19/2024

**Resolution Authorizing Write-offs of  
Hastings Accounts Receivable Balances in the Amount  
of \$20,703.37**

WHEREAS, certain accounts receivable bills are determined uncollectable

NOW, THEREFORE BE IT RESOLVED, by the City Council of Hastings, Minnesota, \$20,703.37 as listed in the Accounts Receivable Open Item Report dated 4/19/2024 be written off the City's Accounts Receivable balance.

Adopted this 5th day of May 2024.

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**Mary Fasbender, Mayor**

Attest:

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**Kelly Murtaugh, City Clerk**

=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====

UNPAID ITEMS DATES :                      0/00/0000 THRU 99/99/9999                      0/00/0000 THRU 12/31/2021

--I.D.--	ITEM			=====APPLICATION ACTIVITY=====					
	--DATE--	---GROSS---	---BALANCE---	DATE	CODE	I.D.#	APPLIED	DISCOUNT/ADJ	
1 -00699	ADVANCED DISPOSAL SERVICE	STATUS: A							
H I-202111245296	11/24/21	350.00	350.00						
				G/L:		350.00	101-401-5001-5226	2021/22 WASTE HAULER LICE	
	>>CURRENT ACCOUNT BALANCE:		385.00						
1 -01041	PETERSON, DAVID	STATUS: A							
H I-201811060441	11/06/18	5.00	5.00						
				G/L:		5.00	101-230-2302-5220	LATE FEE - 2401 VERMILLIO	
	>>CURRENT ACCOUNT BALANCE:		55.00						
1 -01353	TELECOM TRANSPORT MANAGEMEN	STATUS: A							
H I-201511184857	11/18/15	8,040.58	8,040.58						
				G/L:		8,040.58	101-000-0000-5402	SITE ID: MSP-ZNX Minc Has	
	>>CURRENT ACCOUNT BALANCE:		8,040.58						
1 -01635	PINI, KRISTINE	STATUS: A							
H I-201808140104	8/14/18	5.00	5.00						
				G/L:		5.00	101-230-2302-5220	LATE FEE - 2635 YELLOWSTO	
H I-201807129948	7/12/18	50.00	50.00						
				G/L:		50.00	101-230-2302-5220	RENTAL LIC-2635 YELLOSTON	
	>>CURRENT ACCOUNT BALANCE:		55.00						
1 -01645	K & H ELECTRIC	STATUS: A							
H I-201406042459	6/04/14	35.00	35.00						
				G/L:		35.00	101-230-2301-5225	REINSPECTION FINAL E2013-	
	>>CURRENT ACCOUNT BALANCE:		35.00						
1 -01761	PEPIN, DONALD	STATUS: A							
H I-201307310897	7/31/13	269.79	269.79						
				G/L:		269.79	600-300-3300-5485	7/13/13-HYDRANT DAMAGED	
	>>CURRENT ACCOUNT BALANCE:		269.79						
1 -01791	CARL, ROBERT	STATUS: A							
H I-201511184864	11/18/15	15.00	15.00						
				G/L:		5.00	101-230-2302-5220	LATE FEE-2495 YELLOWSTONE	
						5.00	101-230-2302-5220	LATE FEE-2556 YELLOSTONE	
						5.00	101-230-2302-5220	LATE FEE-2565 YELLOWSTONE	
	>>CURRENT ACCOUNT BALANCE:		0.00						



CUSTOMER SET: 1 CITY OF HASTINGS  
REPORTING: UNPD ITEMS ,G/L DIST

### VIII-19

=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====

UNPAID ITEMS DATES :                      0/00/0000 THRU 99/99/9999                      0/00/0000 THRU 12/31/2021

--I.D.--	ITEM			=====APPLICATION ACTIVITY=====				
	--DATE--	---GROSS---	---BALANCE---	DATE	CODE	I.D.#	APPLIED	DISCOUNT/ADJ
1 -02215	MITCHELL-LEWIS , DANA LANIC							
H I-201702017065	2/01/17	6,536.16	6,536.16					
				G/L:	6,536.16	101-302-3201-5830	12/22/16	LIGHT POLE DAMAG
	>>CURRENT ACCOUNT BALANCE:	6,536.16						
1 -02300	WEBERG, CHAD/KELLY							
H I-201709078228	9/07/17	5.00	5.00					
				G/L:	5.00	101-230-2302-5220		LATE FEE - 2607 YELLOWSTO
H I-201708038097	8/03/17	50.00	50.00					
				G/L:	50.00	101-230-2302-5220		RENTAL LIC - 2607 YELLOWS
	>>CURRENT ACCOUNT BALANCE:	55.00						
1 -02344	TRUST, CHRISTINA							
H I-201805029650	5/02/18	50.00	50.00					
				G/L:	50.00	101-230-2302-5220		RE-INSPECTION FEE- 305 CA
	>>CURRENT ACCOUNT BALANCE:	50.00						
1 -02414	SCHWEICH, ELIJAH							
H I-201808020040	8/02/18	1,905.60	1,905.60					
				G/L:	1,905.60	101-302-3201-5830	1/3/18	- LIGHT POLE DAMAG
	>>CURRENT ACCOUNT BALANCE:	1,905.60						
1 -02449	KX REAL DEALS							
H I-201901030759	1/03/19	150.00	150.00					
				G/L:	150.00	101-201-2010-5446		4TH FALSE ALARM - 12/29/1
H I-201812190675	12/19/18	100.00	100.00					
				G/L:	100.00	101-201-2010-5446		3RD FALSE ALARM - 12/4/18
	>>CURRENT ACCOUNT BALANCE:	250.00						
1 -02485	SECOND STREET PROPERTY LLC							
H I-201907091700	7/08/19	7.50	7.50					
				G/L:	7.50	101-230-2302-5220		LATE FEE-106-108 2ND ST E
H I-201906041590	6/04/19	75.00	75.00					
				G/L:	75.00	101-230-2302-5220		RENTAL LIC-106/108 2ND ST
	>>CURRENT ACCOUNT BALANCE:	82.50						
1 -02591	SERRES, RACHEL							
H I-202011043846	11/04/20	270.71	290.00					
		19.29						
				G/L:	270.71	200-401-4440-5402		FIELD RENTAL-MAX# 453
					19.29	200-401-0000-2041		TAX:FIELD RENTAL-MAX# 453

=====PAYMENT DATES=====        =====ITEM DATES=====        =====POSTING DATES=====

UNPAID ITEMS DATES :                        0/00/0000 THRU 99/99/9999        0/00/0000 THRU 12/31/2021

--I.D.--	ITEM			=====APPLICATION ACTIVITY=====					
	--DATE--	---GROSS---	---BALANCE---	DATE	CODE	I.D.#	APPLIED	DISCOUNT/ADJ	
>>CURRENT ACCOUNT BALANCE:				290.00					
1 -02622	OLIVE, ANGELA		STATUS: A						
H I-202105264583	5/26/21	5.00	5.00						
				G/L:		5.00	101-230-2302-5220	LATE FEE-502 5TH ST W INS	
H I-202104154445	4/15/21	50.00	50.00						
				G/L:		50.00	101-230-2302-5220	RE-INSPECTION FEE 502 5TH	
>>CURRENT ACCOUNT BALANCE:				55.00					



=====PAYMENT DATES=====        =====ITEM DATES=====        =====POSTING DATES=====

UNPAID ITEMS DATES        :        0/00/0000 THRU 99/99/9999        0/00/0000 THRU 12/31/2021

===== G R A N D T O T A L S =====

CUSTOMER SET	TOTAL REPORTED ITEMS BALANCE	TOTAL CURRENT ACCOUNT BALANCES
1	20,703.37	20,773.37
**TOTAL**	20,703.37	20,773.37

R E P O R T T O T A L S

TOTAL REPORTED ITEMS BALANCE	20,703.37
TOTAL CURRENT ACCOUNT BALANCES	20,773.37

U N P A I D R E C A P

UNPAID OPEN ITEM TOTALS	0.00
UNPAID INVOICE TOTALS	20,703.37
UNPAID DEBIT MEMO TOTALS	0.00
UNPAID FIN. CHG TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
UNAPPLIED PAYMENT TOTALS	0.00
** UNPAID TOTALS **	20,703.37

\*UNPAID G/L DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-000-0000-1300	ACCOUNTS RECEIVABLE	19,557.10
	** FUND TOTAL **	19,557.10
200-401-0000-1300	ACCOUNTS RECEIVABLE	290.00
	** FUND TOTAL **	290.00
600-300-3300-1300	ACCOUNTS RECEIVABLE	856.27
	** FUND TOTAL **	856.27
-----		
	** TOTAL **	20,703.37

\*G/L REVENUE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
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=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====

UNPAID ITEMS DATES :                      0/00/0000 THRU 99/99/9999                      0/00/0000 THRU 12/31/2021

\*G/L REVENUE DISTRIBUTI

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-000-0000-5402	RENTAL INCOME-ANTENNA	8,040.58
101-201-2010-5446	FALSE ALARM	250.00
101-230-2301-5225	ELECTRICAL PERMITS	35.00
101-230-2302-5220	RENTAL PROPERTY LICENSE FEE	437.50
101-302-3201-5830	OTHER-UNCLASSIFIED	10,444.02
101-401-5001-5226	RECYCLING/GARBAGE LICENSES	350.00
200-401-0000-2041	SALES TAX PAYABLE	19.29
200-401-4440-5402	RENTAL INCOME	270.71
600-300-3300-5485	CHARGES FOR SERVICES	856.27
	** FUND TOTAL **	20,703.37
-----		
	** TOTAL **	20,703.37

NO ERRORS

SELECTION CRITERIA

-----  
SELECTION OPTIONS

CUSTOMER SET	1 -CITY OF HASTINGS
CUSTOMER NUMBER	THRU ZZZZZZZZZZ
A/R BALANCE AS OF	0/00/0000
DATE TO USE	POST DATE
HAS BALANCE OR CURRENT ACTIVITY	YES
CREDIT BALANCES ONLY	NO
ADVANCED SELECTION	YES
PAID	NO
PARTIALY PAID	NO
UNPAID	YES
PAYMENT DATE	0/00/0000 THRU 99/99/9999
ITEM DATE	0/00/0000 THRU 99/99/9999
POSTING DATE	0/00/0000 THRU 12/31/2021

-----  
PRINT OPTIONS

REPORT SEQUENCE	CUSTOMER #
PRINT APPLICATION ACTIVITY	YES
SORT TRAN. BY DATE	YES
G/L REVENUE DISTRIBUTION	YES
ONE CUSTOMER PER PAGE	NO



*City Council Memorandum*

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** May 6, 2024  
**Item:** Special Use Permit – Cannabis Retail Sales – Hamza Sumrin (H Tobacco) – 1310 Vermillion Street

**Council Action Requested:**

Take the following actions related to a Special Use Permit (SUP) for cannabis retail sales for Hamza Sumrin (H Tobacco) on property located at 1310 Vermillion Street and owned by The Invest Group LLC:

- 1) Hold a public hearing
- 2) Consider approval of the SUP

A simple majority is necessary for action. The public hearing at the City Council is necessary because the City failed to provide adequate notice prior to the Planning Commission Meeting.

**Cannabis Business License – H Tobacco**

On April 1, 2024 the City Council issued a cannabis retail license to H Tobacco. Consideration of the SUP by the Planning Commission should have occurred prior to Council consideration of the retail license. Staff apologizes for the error and has taken steps to ensure that future cannabis approvals include consideration by the Planning Commission prior to license issuance.

**Advisory Commission Review:**

The Planning Commission voted 5-0 to recommend approval of the request as presented at the April 22, 2024 meeting. No one spoke for or against the item during the public hearing. Planning Commission recommendation included an additional condition that the applicant obtain sign permits for signage already placed on the building.

**Attachments:**

- Resolution – SUP
- Planning Commission Staff Report – April 22, 2024

**HASTINGS CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS GRANTING  
A SPECIAL USE PERMIT FOR THE RETAIL SALE OF CANNABIS PRODUCTS AT  
1310 VERMILLION STREET FOR HAMZIN SUMRIN (H TOBACCO)**

Councilmember \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**WHEREAS**, Hamzin Sumrin has applied for a Special Use Permit for the retail sales of cannabis products at H Tobacco. The property is owned by The Invest Group LLC and generally located at 1310 Vermillion Street and legally described as the south 36 feet of Lot 12, Block 5 together with the north 44 feet of Lot 13, Block 5, TRIPPS ADDITION, Dakota County, Minnesota; and

**WHEREAS**, on April 22, 2024 the Hastings Planning Commission held a public hearing and recommended approval of the action as presented; and

**WHEREAS**, the April 22<sup>nd</sup> Planning Commission public hearing failed to meet the statutory requirements for publication of notice. An additional public hearing was held by City Council on May 6, 2024 which met statutory requirements.

**WHEREAS**, the City Council reviewed the request and concurs with the recommendation of the Planning Commission.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS:**

That the City Council hereby approves the action as presented to the City Council subject to the following conditions:

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk’s Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.

- 3) Obtaining sign permits prior to issuance of the Special Use Permit. Signage was placed upon the building without proper permits.
- 4) Approval is subject to a one-year Sunset Clause; if operation does not commence within one year of City Council approval, the approval is null and void.

Council member \_\_\_\_\_ moved a second to this resolution and upon being put to a vote adopted by those present.

Adopted by the Hastings City Council on May 6, 2024, by the following vote:

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Mary Fasbender, Mayor

\_\_\_\_\_  
Kelly Murtaugh,  
City Clerk

(City Seal)

I HEREBY CERTIFY that the above is a true and correct copy of resolution presented to and adopted by the City of Hastings, County of Dakota, Minnesota, on the 6<sup>th</sup> day of May, 2024, as disclosed by the records of the City of Hastings on file and of record in the office.

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

This instrument drafted by:  
City of Hastings (JH)  
101 4th St. E.  
Hastings, MN 55033



## *Planning Commission Memorandum*

**To: Planning Commission**

**From: John Hinzman, Community Development Director**

**Date: April 22, 2024**

**Item: Public Hearing – Special Use Permit (SUP) – Cannabis Retail Sales – H Tobacco -  
1310 Vermillion Street**

### **REQUEST**

The Planning Commission is asked to take the following actions related to the Special Use Permit (SUP) application of Hamzin Sumrin to conduct cannabis retail sales at H Tobacco located at 1310 Vermillion Street. The property is owned by The Invest Group, LLC:

- 1) Hold a public hearing.
- 2) Review the SUP application and provide a recommendation to City Council.

### **BACKGROUND INFORMATION**

#### **Cannabis Business Regulations**

In November 2023, the City adopted [Chapter 155.07, Subd. J](#) of the Zoning Code to allow for Cannabis Businesses. The ordinance outlines performance standards and prohibited acts pertaining to cannabis. Cannabis sales were added as a Special Use permit in the C-3 Community Regional Commerce and C-4 Regional Shopping Center Districts. The City also adopted licensing requirements under City Code Chapter 117 that are similar to those adopted in the zoning code.

#### **Cannabis Business License – H Tobacco**

On April 1, 2024 the City Council issued a cannabis retail license to H Tobacco. Consideration of the SUP by the Planning Commission should have occurred prior to Council consideration of the retail license. Staff apologizes for the error and has taken steps to ensure that future cannabis approvals include consideration by the Planning Commission prior to license issuance.

#### **Notification and Public Hearing**

Notification of the request was mailed to all property owners within 350 feet. The notice included an invitation to the Planning Commission public hearing as well as another public hearing that would be held at the City Council prior to issuance of the SUP. Staff has not received any comments at this time.

**Comprehensive Plan Classification**

The 2040 Comprehensive Plan designates the property as Commercial. The proposed use is consistent with the plan.

**Zoning Classification**

The property is C-3 – Community Regional Commerce. The C-3 District allows for cannabis retailers as a special use.

**Adjacent Zoning and Land Use**

<b>Direction</b>	<b>Property Use</b>	<b>Zoning</b>	<b>Comp Plan</b>
North	Retail	C-3	Commercial
East	Vermillion Street Smokin Oak Restaurant	C-3	Commercial
South	Biermaier Financial	C-3	Commercial
West	Retail	C-3	Commercial

**Existing Condition**

H Tobacco has been in operation as a tenant in the retail space since January 2023. There have successfully passed three random compliance checks for tobacco and there have not been any violations.

**SPECIAL USE PERMIT REVIEW****Background**

Hastings City Code Chapter 155.30, Subd. C.10 – allows cannabis retailers and edible retails as a “special use” within the C-3 Zoning District, subject to the requirements of 155.07, Subd. J as follows:

*2. Performance Standards.*

1. A cannabis business shall only operate in an authorized zoning district with approved State and local license or registration.
2. Any person selling or distributing cannabis products shall require proof of age by means of government issued photographic identification from the prospective purchaser showing purchaser is twenty-one (21) years old or older.
3. Signage identifying the legal sales age and the age verification requirement shall be posted at the point of sale. The required signage shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase. The sign shall provide notice that all persons responsible for selling these products must verify the age of any person under thirty (30) years of age, by means of photographic identification required in this section, containing the bearer's date of birth.



4. Cannabis products must comply with the testing, labeling and packaging requirements in Minnesota State law. IX-01 (a,b)
5. No sales or distribution of intoxicating cannabis products shall be allowed at the licensed premises after 10:00 p.m. or before 8:00 a.m.
6. It shall be unlawful for a retailer to allow the sale of intoxicating cannabis products or cannabis related devices by any means whereby a customer has access to such items without having to request the item from the retailer or the retailer's employee. There shall be a physical exchange of the intoxicating cannabis product or cannabis-related devices between the retailer or the retailer's employee and the customer. All intoxicating cannabis products and cannabis-related devices shall be either store behind a counter or other area not freely accessible to customers, or in a storage unit or case not open and accessible to the general public.
7. All retail establishments of intoxicating cannabis products shall have a security plan approved by the Police Chief stating how the facility will address public health, welfare and safety concerns including, but not limited to security, fencing, lighting, window coverings, door placement, and landscaping.
8. Compliance Checks and Inspections

All licensed premises must be open to inspection by the local law enforcement or other authorized City officials during regular business hours. From time to time, but at least once per year, the City will conduct compliance checks on Retailers and Edible Retailers of intoxicating cannabis products by engaging persons between the ages of seventeen (17) and twenty-one (21) years, to enter the licensed premises to attempt to purchase intoxicating cannabis products. Persons used for compliance checks are not guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of intoxicating cannabis products when the items are obtained or attempted to be obtained as a part of the compliance check. No person used in compliance checks may attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check may answer all questions about the person's age asked by the retailer or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section prohibits compliance checks authorized by State or Federal laws for educational, research or training purposes, or required for the enforcement of a particular State or Federal law.

### **Analysis**

- Cannabis sales are allowed as a special use within C-3 zoning district. Operational license for cannabis sales issued by City Council on April 1, 2024.
- The above are also part of the annual licensing requirements. The Hastings Police Department has approved the security plan for the facility and the business is subject to periodic review by the Hastings Police Department.

### *3. Prohibited Acts.*

- a. It shall be unlawful for any person to sell, purchase, obtain or otherwise provide any intoxicating cannabis product to any person under the age of twenty-one (21).
- b. It shall be unlawful for any person under the age of twenty-one (21) to possess any intoxicating cannabis product. This chapter shall not apply to persons under the age of 21 lawfully involved in a compliance check.

- c. It shall be unlawful for any person under the age of twenty-one (21) to use or consume any intoxicating cannabis product, unless it is legally authorized medical cannabis. IX-01 (a,b)
- d. It shall be unlawful for any person under the age of twenty-one (21) attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one in which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person, in order to purchase any intoxicating cannabis product.
- e. No adult-use cannabinoid or cannabis product may contain more than 0.3% of THC
- f. No edible cannabis product can contain an amount of THC that exceeds the per serving or per packaging requirements in Minnesota State law.
- g. No intoxicating cannabis product may be sold to an obviously intoxicated person or a person under the influence of a controlled substance.
- h. No one under the age of twenty-one (21) shall sell intoxicating cannabis products.
- i. Intoxicating cannabis products cannot be sold in vending machines, by transient merchants, peddlers, at a movable place of business, through a drive-through window, at special events, home occupations, by internet sales or delivery service.
- j. No sampling or free donation or distributions of intoxicating cannabis products is allowed.
- k. No sales of intoxicating cannabis products may be completed through self-check-out. The retailer or retailer's employee must process each transaction at a point of sale.

### Special Use Permit Requirements

Special Use Permit review is outlined in Chapter 30.02, Subd. E.2.b.5 of the City Code and subject to adherence to the following (staff analysis appears in red)

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenient traffic flow and control, and access in case of fire or catastrophe; **Ingress and egress to the property will be unchanged and is served by a shared private parking lot entrance to Vermillion Street as well as other shared private routes and is adequate. The sale of cannabis products on site will not require changes to ingress and egress.**
2. Off-street parking and loading areas where required, with particular attention to division (E)(2)(b)5.a. above, and the economic, noise, glare, or odor effects of the special use on adjoining properties and properties generally in the district; **Parking and loading is adequate, and the proposed use will not require changes. The property is surrounded by other commercial uses.**
3. Refuse and service areas, with particular reference to items divisions (E)(2)(b)5.a. and (E)(2)(b)5.b. above; **The sale of cannabis products will not increase the need for refuse areas.**
4. Utilities, with reference to locations, availability, and compatibility; **Utility service is adequate and will not change with cannabis sales.**
5. Screening and buffering with reference to type, dimensions, and character; **Screening and buffering is adequate and will not change with cannabis sales.**
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; **Staff is not aware of any changes to signage. Site would be limited to wall signage only.**
7. Required yards and other open space; **Yards and open space are unchanged.**

8. General compatibility with adjacent properties and other properties in the district. **IX.01 (a,b)**  
**Property abuts commercially zoned property on all sides.**

**Recommendation**

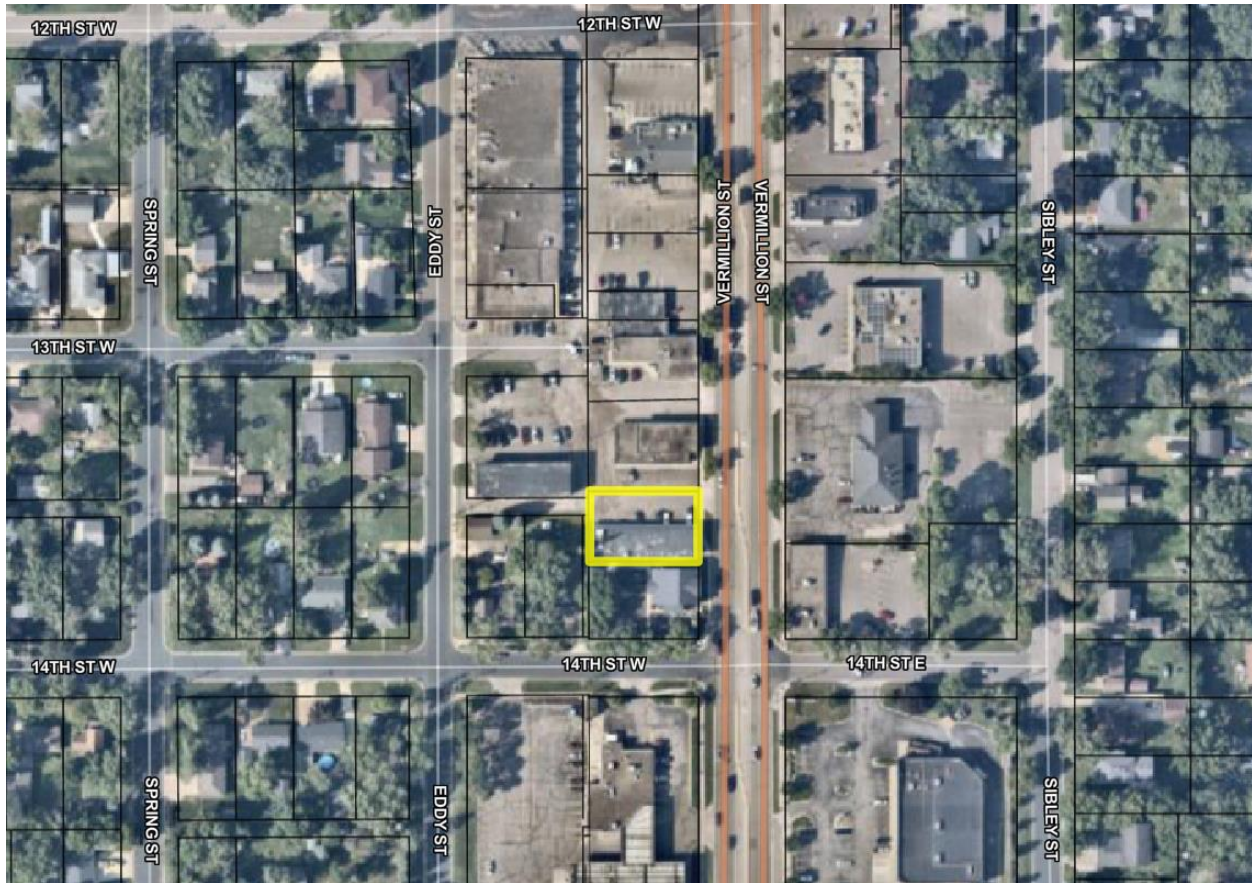
Approval of the Special Use Permit is recommended subject to the following requirements:

- 1) Maintaining a Cannabis Products Retail License from the Hastings City Clerk's Office.
- 2) Adherence to Hastings City Code Chapter 117 – Cannabis Businesses and Chapter 155.07, Subd. J – Cannabis Businesses.

**Attachments**

- Location Map
- Site Picture
- Application

LOCATION MAP



SITE PICTURE





# City of Hastings Community Development Department

## Land Use Application

Address or PID of Property: \_\_\_\_\_

Applicant Name: Hamza Sumrin  
Address: 10126 Monroe St NE  
Blaine, MN, 55434  
Phone: 763-291-2741  
Fax: \_\_\_\_\_  
Email: Samhamza79@yahoo.com

Property Owner: The Invest Group LLC  
Address: 3475 Vermillion St  
Hastings, MN, 55033  
Phone: 651-437-3700  
Fax: \_\_\_\_\_  
Email: Greg.Jablonske@edinarealty.com

Description of Request: Cannabis Product Retail Sales Application  
\_\_\_\_\_  
\_\_\_\_\_

If requesting site plan review of multi-family units (three or more attached), are the units intended to be for sale or rental units? \_\_\_\_\_

Check Applicable Line(s)		Please Note: All Fees and Escrows are due at time of application.	
<input type="checkbox"/>	Rezone \$500	<input type="checkbox"/>	Minor Subdivision \$500
<input type="checkbox"/>	Final Plat \$600	<input checked="" type="checkbox"/>	Special Use Permit \$500
<input type="checkbox"/>	Variance \$300	<input type="checkbox"/>	Comp Plan Amend. \$500
<input type="checkbox"/>	Vacation \$500	<input type="checkbox"/>	Lot Split/Lot Line Adj. \$75
<input type="checkbox"/>	House Move \$500	<input type="checkbox"/>	Annexation \$500 + \$5,000 escrow
<input type="checkbox"/>	Prelim Plat \$500 + \$5,000 escrow	<input type="checkbox"/>	EAW \$500 + \$5,000 escrow
<input type="checkbox"/>	Site Plan \$500 + \$5,000 escrow	<input type="checkbox"/>	Interim Use Permit \$500

Total Amount Due: \$ \_\_\_\_\_ Make checks payable to City of Hastings.  
Most credit cards accepted, excluding escrow payments.

Please ensure that all copies of required documents are attached.

Hamza 4/10/24  
Applicant Signature Date

Hamza 4/10/24  
Owner Signature Date

Hamza Sumrin (owner)  
Applicant Name and Title – Please Print

Hamza Sumrin  
Owner Name – Please Print

OFFICIAL USE ONLY  
File # 24-17  
Fee Paid: PAID

Rec'd By: Stinson  
Receipt # \_\_\_\_\_

Date Rec'd: 4/12/24  
App. Complete: Complete

**ACKNOWLEDGEMENT OF RESPONSIBILITY**

This is to certify that I am making application for the described action by the city and that I am responsible for complying with all city requirements with regard to this request. This application should be processed in my name and I am the party whom the city should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I understand that this application may be reviewed by city staff and consultants. I further understand that additional information, including, but not limited to, traffic analysis and expert testimony may be required for review of this application. I agree to pay to the city upon demand, expenses, determined by the city, that the city incurs in reviewing this application and shall provide an escrow deposit to the city in an amount to be determined by the city. Said expenses shall include, but are not limited to, staff time, engineering, legal expenses and other consultant expenses.

I agree to allow access by city personnel to the property for purposed of review of my application and to erect a temporary sign indicating the application proposed.

Signature of applicant  Date 4/10/24

Name of applicant Hamza Sumrin Phone 763-291-2741  
(Please Print)

Name and address of Contact (if other than applicant) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date



## *City Council Memorandum*

**To:** Mayor Fasbender and City Council  
**From:** John Hinzman, Community Development Director  
**Date:** May 6, 2024  
**Item:** Authorize Signature: Professional Services Agreement – Codametrics – Zoning Code Revision

### **Council Action Requested:**

Authorize signature of the attached professional services agreement between the City of Hastings and Codametrics to prepare a revision to the Zoning Code (City Code 155). A simple majority is necessary for action.

### **Need for Revision**

The entire Zoning Code was last updated in 1996. Over the last 28 years municipal best practices and private market standards for development have changed. Comprehensive changes are needed to the code to ensure relevancy.

### **Request for Proposal**

The City issued a Request for Proposals (RFP) to provide services. Six firms responded to the RFP with four firms interviewed by the City. Codametrics was chosen based on their comprehensive experience in preparing zoning codes and code preparation in similar cities.

### **Budget**

The Agreement caps expenses at \$65,000 which is the allocated budget for the project.

### **Scope of Services**

Exhibit A of the Agreement outlines the Scope of Services which includes various forms of public engagement, meetings with City Staff, and work with the Planning Commission in preparation of the plan.

### **Attachments:**

- Professional Services Agreement

**CITY OF HASTINGS  
PROFESSIONAL SERVICES AGREEMENT  
WITH CODAMETRICS  
FOR ZONING CODE UPDATE**

IX-02

**THIS AGREEMENT** is dated as of the \_\_\_ day of \_\_\_\_\_, 2024 (“**Agreement**”) and is by and between the **CITY OF HASTINGS**, Minnesota (“**City**”) and **CODAMETRICS** (“**Consultant**”). The parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The City desires to engage the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project identified below.

**B. Project Description.** The consultant will develop an update to the City’s zoning regulations as defined in the City’s Request for Proposals:

The Zoning Code should provide guidance on the varying type of development in Hastings including areas developed prior to the adoption of Zoning regulations, property redevelopment, and annexation and development of new land. The scope of services is limited to the Zoning Ordinance only and not other land use ordinances such as subdivision, shoreland management or flood plain.

**C. Scope of Services.** The Consultant has submitted to the City a description of the services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (“**Services**”).

**D. Commencement.** The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the parties and shall conclude by May 2025, unless otherwise extended in a written mutual agreement by both parties.

**SECTION 2. FEE AND METHOD OF PAYMENT.**

**A. Fee.** The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$65,000**, as outlined in **Exhibit B**, unless otherwise amended per Section 6.A of this Agreement.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit B. The Consultant shall submit invoices monthly to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such invoice.

**SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. No new Key Project Personnel shall be reassigned or added without the City’s prior written approval.

**B. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant”



shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement. IX-02

#### **SECTION 4. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.**

**A. Standard of Care for Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature.

**B. Indemnification.** The Consultant agrees to indemnify, defend, and hold harmless the City, its agents, elected officials, representatives, and employees from and against claims, demands, damages, losses, liability, expenses, and consequential damages, including attorneys' fees arising from the execution of Consultant's work performance or failure to perform under the terms of this Agreement to the extent caused by the negligent acts or omissions by Consultant, and except for those claims which arise from the sole negligence or willful misconduct of the City.

#### **SECTION 5. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

**B. Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations.

**C. Data Practices Compliance.** All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

**D. Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work.

#### **SECTION 6. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Notice.** Notices and communications to the City shall be addressed to, and delivered at, the following address:

**John Hinzman**  
City of Hastings  
E-mail: [jhinzman@hastingsmn.gov](mailto:jhinzman@hastingsmn.gov)

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address: IX-02

**Leslie Oberholtzer**  
Codametrics  
Email: leslie@codametrics.com

**C. Provisions Severable.** This Agreement is severable. To the extent that any provision or term is determined by a court of law to be unenforceable or otherwise invalid, then said provision(s) or term(s) shall be severed from the Agreement and all remaining terms, provisions, and conditions shall remain in full force and effect.

**D. Termination.**

**1. Termination by Either Party.** This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.

**2. Termination Due to Default.** This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

**E. Insurance.** During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

**1.** General Liability Insurance, with a limit of \$1,000,000 for any number of claims arising out of a single occurrence;

**2.** Professional Liability Insurance, with a limit of \$1,000,000 for any number of claims arising out of a single occurrence.

**3.** Workers' Compensation Insurance in accordance with statutory requirements.


**F. Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Minnesota.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.

By: \_\_\_\_\_  
Mary Fasbender  
Mayor

By: \_\_\_\_\_  
Kelly Murtaugh  
City Clerk

**CONSULTANT**

By: 

Name and Title: Leslie Oberholtzer, Principal

# Exhibit A: Scope of Services

With expertise in both the best practices of sustainable, context-sensitive, conventional zoning and form-based codes, our team will develop the zoning code rewrite for the City of Hastings from the ground up, collaboratively with staff and the Plan Commission, using the most appropriate methods determined for each area of the city.

## COMMUNITY ENGAGEMENT

Our perspective on outreach is to seek out fun and easy ways to actively engage community members, working with staff to identify the best methods for their community. Whether through online methods, traditional meetings, or open house one-on-one conversations, graphics and images will be used to convey information and survey stakeholders on their preferences. Throughout all engagement efforts, we will connect how input in recent planning initiatives is being used to guide the current code work. A successful engagement process will result in new and strengthened relationships and promotes a sense of ownership in the implementation of the code.

## SCOPE OF SERVICES

The work plan and timeline on the following pages includes a description of our tasks based upon the project scope outlined in the request for proposal. We will work closely with staff to adjust the tasks to meet the specific needs of the city and to ensure timely completion of all phases and delivery of all products.

## STAFF COORDINATION

The draft schedule outlines each task and key project meetings, also to be coordinated with staff to meet the city's goals. We anticipate regular online meeting calls, determined by staff's availability and the need for coordination at different points in the project.

## DELIVERABLES

Deliverables are outlined in the proposed schedule, anticipated to be digital PDFs sent via email. Hard paper copies of drafts may be requested, but will be billed separately at cost. Final deliverables will be provided in their root form to staff upon adoption, including any GIS layer data.

Hastings's new zoning code will, among other things, need to:

- Protect physical **HISTORIC CHARACTER** and ensure **NEW DEVELOPMENT** reinforces existing development, unifying the city's overall physical form;
- Be consistent with current **INDUSTRY STANDARDS** for commercial and residential development;
- Modernize and organize **USES** into simple categories to promote an appropriate level of flexibility;
- Support future development and **ECONOMIC GROWTH**, to the best of our ability;
- Promote **EQUITABLE** administration among all users;
- Be **LEGALLY DEFENSIBLE**, in compliance with all appropriate state regulations;
- Promote **CONNECTIVITY, MOBILITY, WALKABILITY, and BIKE-ABILITY** within the community;
- Address building and site design to result in **HIGH QUALITY**, durable, and sustainable buildings;
- Utilize **TABLES** and **GRAPHICS** to quickly illustrate the regulations, and
- Be organized to provide **EASE OF USE** with the aim to simplify the process of development.



## PHASE 1: PROJECT KICK-OFF

### 1.1: PLAN REVIEW

- Conduct in-depth review of the City's recent 2040 Comprehensive Plan, the existing zoning code, the Heart of Hastings Plan, the Vermillion Street Corridor Plan, the People Movement Plan, and any other plans and documents recommended by staff.
- Review recent (approved and denied) development plans and proposals.
- Work with staff to identify and collect necessary GIS data.

### 1.2: KICK-OFF SESSION

- Hold kick-off meetings with staff and the Plan Commission at the start of the project to ensure clear direction.
- Discuss the project scope, work plan, schedule, deliverables, and logistics.
- Discuss the City's general policies and procedures and the goals of the code.
- Consult with the City attorney on format and content as directed by staff.

### 1.3: PUBLIC OUTREACH STRATEGY

- With assistance from staff, outline the public outreach strategy describing the proposed approach to engaging stakeholders and the general public on the project.
- In addition to working closely with key staff throughout the process, regularly collaborate with the Plan Commission to inform the code writing and review of code drafts.

### 1.4: LISTENING SESSIONS

- Conduct ordinance-user (developers, architects/designers, neighborhood leaders) listening sessions to gain insight into local issues and concerns.



## PHASE 2: DIAGNOSIS & PROJECT DIRECTIONS

### 2.1: SURVEY PHYSICAL FORM

- Conduct field surveys and other research to gain a better understanding of built patterns and neighborhood character within the city.
- With staff's assistance, identify key areas within the city to receive focused design regulations, such as the downtown, commercial corridors, and established neighborhoods.

### 2.2: EVALUATION OF CURRENT ORDINANCE

- Work with staff to identify key issues and constraints with the current ordinance (Chapter 155).
- Assess the current ordinance in terms of comprehensive plan implementation/consistency, compliance with state and federal laws, sustainability, and other agreed-upon benchmarks.
- Review current development projects, approvals/disapprovals, and variance requests to understand how the current regulations are functioning.

### 2.3: PREPARE DIAGNOSIS & DIRECTIONS REPORT

- Develop **deliverable: diagnosis and directions report**, a concise report summarizing the findings from phases 1 & 2.
- With staff's assistance, identify substantive changes to be made, tied to the geographic evaluations conducted in Task 2.1.
- Draft an initial working outline and proposed format for the new code.
- Present draft diagnosis and directions report to staff and the Plan Commission for review and comment and to serve as basis for initial draft code.

### 2.4: INITIAL PUBLIC MEETING

Per approved public outreach strategy, anticipate an initial public meeting to introduce the project, discuss the proposed project direction, and gain input on any substantive changes proposed.



## PHASE 3: INITIAL DRAFT OF ZONING CODE

The draft zoning code will replace Chapter 155 of the city’s current code.

We anticipate preparing the **deliverable: initial draft zoning code** in 2 modules for ease of review and understanding. This initial draft is recommended for internal review by staff prior to presentation to boards and commissions.

- Present each draft zoning code module to staff for review and discussion.
- Include changes and new provisions identified in the diagnosis and directions memo, as well as general editing and technical changes.
- Revise per staff’s review and present to Plan Commission at each module or at the end of phase 3. Provide briefings to other boards and commissions per staff’s direction.

### 3.1: INITIAL DRAFT ZONING CODE - MODULE 1

Prepare and present module 1 of the draft zoning code to include districts and any overlays, building/structure regulations, and uses. Module 1 will specifically address Group Homes and will include replacement of the Planned Residential Development ordinance with Planned Unit Development language.

### 3.2: INITIAL DRAFT ZONING CODE - MODULE 2

Prepare and present module 2 of the draft zoning code to include generally applied development standards, such as architectural standards, parking, landscape, sign regulations, and administration and procedures as well as measuring and definitions.

### 3.3: INITIAL DRAFT ZONING MAP REVISIONS

- Prepare initial (internal) review draft of proposed revisions to the zoning map with districts and overlays.
- Present initial draft zoning map revisions to staff with module 1 of the initial draft zoning code to discuss proposals and receive feedback.



## PHASE 4: PUBLIC REVIEW DRAFT OF ZONING CODE

Once the initial draft zoning code and any mapping has been well vetted, the public review draft will be prepared and posted for review on the city’s website.

### 4.1: PUBLIC REVIEW DRAFT ORDINANCE & MAP

- Prepare **deliverable: public review draft** of the new zoning code reflecting the comments and direction received during phase 3 and consolidating the modules into one cohesive draft.
- Prepare public review draft of revised zoning map, reflecting the comments and direction received during phase 3.

### 4.2: PUBLIC OPEN HOUSE

Conduct public review open house and focused (small group) review sessions called for in public outreach strategy (Task 1.3) to solicit comments for further changes and refinements.



## PHASE 5: HEARING DRAFT & ADOPTION

### 5.1: HEARING DRAFT ZONING CODE & MAP

Prepare **deliverable: public hearing draft** of the new zoning code and map reflecting the comments and direction received during phase 3.

### 5.2: PUBLIC HEARING & ADOPTION

Present as directed by staff for adoption hearings and proceedings.

### 5.3: FINAL ADOPTED ORDINANCE AND MAP






Prepare and deliver final version of zoning code and map. Provide documents in digital format, including an Internet-ready, hyper-linked version of the new zoning code.

### 5.4: FOLLOW-UP

Upon code adoption, Codametrics provides complimentary phone consultations with staff on development projects submitted during the first year. Project review documentation may be requested on an hourly basis.

## PROJECT TIMELINE

The timeline below is based upon the project scope outlined in the request for proposal and our proposed work plan on the previous pages. Completion of the project with one year is shown as outlined in the RFP. The timeline for deliverables has been modified to allow for additional time for key deliverables and for a public review period prior to the adoption process. We will work closely with staff to adjust the schedule to meet the specific needs of the city and to ensure timely completion of all tasks and delivery of all products.

PHASES	Months from Project Start											
	1	2	3	4	5	6	7	8	9	10	11	12
	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
 <b>1 Project Kick-Off</b>	1											
 <b>2 Diagnosis &amp; Project Directions</b>			2									
 <b>3 Initial Draft</b>					3		4					
 <b>4 Public Review Draft</b>									5	6		
 <b>5 Hearing Draft</b>											7	8
<b>DELIVERABLES</b>	Public Outreach Strategy Outline		Module 1: Initial Draft Zoning Code & Map				Public Review Draft of Zoning Code			Public Hearing Draft of Zoning Code Presentation		
	Diagnosis & Directions Report		Module 2: Initial Draft Zoning Code				Open House Materials					
	Initial Public Meeting Presentation											
<b>KEY MEETINGS</b>	<b>Meeting 1:</b> Kick-off meetings with Staff & Plan Commission, Listening Sessions (virtual &/or in person)		<b>Meeting 3:</b> Module 1 presentation to staff and PC				<b>Virtual Meeting 5:</b> Public Review Draft Presentation to staff and PC			<b>Meetings 7 &amp; 8:</b> Adoption Meeting(s), as required		
	<b>Meeting 2:</b> Public Meeting		<b>Meeting 4:</b> Module 2 presentation to staff and PC				<b>Meeting 6:</b> Public Open House					

# Exhibit B: FEE

Our all inclusive, not-to-exceed project cost is based upon the scope of services and the project scope outlined in the request for proposal. Work will be invoiced monthly.

All deliverables will be supplied in digital PDF format, except the public open house materials and the final map and code. Once adopted, the GIS layer for the final map and the native file format for the code will be provided. Any additional requested printing will be billed at cost.

Estimated reimbursable costs include travel and printing for public open house meeting. Reimbursables will be billed at cost, not to exceed the estimate provided.

Additional services requested by staff and not outlined in the scope of work must be approved by staff in advance and will be billed hourly at the rates indicated below unless a formal proposal is requested.

PHASES	FEES BY TASK	Estimated Hours by Task	
		Leslie Oberholtzer CODAMETRICS	Kirk Bishop DUNCAN ASSOCIATES
1 Project Kick-Off	\$ 5,020	16	12
2 Diagnosis & Project Directions	\$ 17,110	65	31
3 Initial Draft	\$ 29,080	126	38
4 Public Review Draft	\$ 8,170	34	12
5 Hearing Draft	\$ 3,850	26	4
Estimated Reimbursable Costs	\$ 1,750		
<b>TOTAL PROPOSED PROJECT COST</b>	<b>\$ 65,000</b>	271	97

CODAMETRICS	Hourly Rate
Leslie Oberholtzer, Principal	\$ 175
GIS Technician/Planner	\$ 90
Architect/Planner	\$ 120
DUNCAN ASSOCIATES	
Kirk Bishop, Principal	\$ 185





*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: May 6, 2024**  
**Item: Trail Easement Vacation – Smead Property**

**Council Action Requested:** Conduct public hearing and approve attached resolution vacating a trail easement.

**Background Information:** This trail easement was acquired to construct a trail through private property owned by Smead Mfg. This easement is not accurate, and is no longer necessary because Dakota County has obtained a new easement through the property for public trail purposes.

**Financial Impact:** N/A

**Advisory Commission Discussion:** N/A

**Council Committee Discussion:** N/A

**Attachments:**

- Resolution

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HASTINGS  
VACATING CERTAIN EASEMENTS LOCATED  
WITHIN THE CITY OF HASTINGS, MINNESOTA**

Council member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

WHEREAS, pursuant to Minn. Stat. § 412.851, the Hastings City Council (“City Council”) may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, the City Council initiated the vacation the certain easements over property in Hastings, Minnesota, described in the Permanent Pedestrian Trail and Bike Path Easement dated December 7, 1998, and filed of record in the office of the Dakota County Registrar of Titles on January 20, 1999 as Document Number 390657, and filed of record in the office of the Dakota County Recorder on January 20, 1999 as Document Number 1569596 (“Easement”); and

WHEREAS, the Easement is being vacated due to an error in the legal description and a new easement for the same trail will be approved and recorded with a corrected legal description; and

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation; and

WHEREAS, the City Council then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council has determined that the vacation would be in the public interest; and.

WHEREAS, the City Council has reviewed the request and recommendation of the Planning Commission.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HASTINGS AS FOLLOWS:

1. That the City of Hastings, pursuant to Minn. Stat. § 412.851, hereby vacates the easements situated in the City of Hastings, County of Dakota, State of Minnesota, described in the

Permanent Pedestrian Trail and Bike Path Easement dated December 7, 1998, and filed of record in the office of the Dakota County Registrar of Titles on January 20, 1999 as Document Number 390657, and filed of record in the office of the Dakota County Recorder on January 20, 1999 as Document Number 1569596.

- 2. That said vacation has no relationship to the City’s Comprehensive Plan and therefore the Hastings City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Hastings Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.

The City Council hereby approves the Resolution as presented.

Council member \_\_\_\_\_ moved a second to this resolution and upon being put to a vote it was adopted by the Council Members present.

Adopted by the Hastings City Council on \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

Ayes:  
 Nays:  
 Absent:

---

Mary Fasbender, Mayor

ATTEST:

---

Kelly Murtaugh, City Clerk



*City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: May 6, 2024**  
**Item: 2<sup>nd</sup> Reading and Adoption: City Ordinance 94 – Repeal and Replace**

**Council Action Requested:** Conduct 2<sup>nd</sup> reading for repealing and replacing City Ordinance 94, and adopt updated ordinance.

**Background Information:** This is a cleanup of City Ordinance 94 in an effort to simplify, consolidate, and add some new language to be consistent with current permits, leases, and other City ordinances.

The 1<sup>st</sup> Reading was conducted April 15, 2024. Action tonight is to conduct the 2<sup>nd</sup> reading and adopt the updated ordinance.

A summary of the ordinance will be published after adoption.

**Financial Impact:** N/A

**Advisory Commission Discussion:** During the Parks & Recreation Commission meeting of August 16, 2023, revisions were discussed and support given to move ahead with the changes while working with Hastings Police and legal counsel.

**Council Committee Discussion:** N/A

**Attachments:**

- Proposed City Ordinance 94

**ORDINANCE NO. XXX****AN ORDINANCE FOR THE CITY OF HASTINGS, MINNESOTA, REPEALING AND REPLACING HASTINGS CITY CODE CHAPTER 94 REGARDING PARKS AND RECREATION**

The City Council of the City of Hastings, Dakota County, Minnesota, does hereby ordain as follows:

SECTION 1. REPEAL AND REPLACE. The Code of the City of Hastings, County of Dakota, State of Minnesota, Chapter 94 is hereby repealed and replaced as follows:

**PARKS AND RECREATION****94.01 Definition**

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates otherwise or requires a different meaning.

**PARK.** A park, playground, swimming pool, lake, pond, stream, trail, nature area, open space area, or recreational center, including adjacent parking areas, owned or operated by the city.

**94.02 Park Hours**

Except for city employees or volunteers as authorized by the city and in the performance of their duties, it is unlawful for unauthorized persons or vehicles to enter or remain in parks between the hours of 10:00 p.m. and 6:00 a.m., except as allowed in specific parks as identified in this subsection.

- A. For Veterans Athletic Complex and Roadside Tennis Courts unauthorized hours are between 11:00 p.m. and 6:00 a.m.
- B. For Mississippi River Boat Launch unauthorized hours during open water season are between the hours of midnight and 4:00 a.m. For the remainder of the year, general park hours apply.

**94.03 Intoxicating and Nonintoxicating Liquor and Cannabis Beverages.**

It is unlawful to possess or consume intoxicating or nonintoxicating liquor or cannabis beverage in any park outside of Park Hours stated in Section 94.02, unless approved as part of a community-wide festival or special event permit.

**94.04 Vehicles**

It is unlawful to drive, park, or leave a motorized vehicle, including a motorized recreational vehicle on park property, public recreational trails, or public athletic fields, except in areas designated by the city, within the posted speed limits. If no speed limit is posted, then no motorized vehicle may exceed 20 mph. Public safety and maintenance vehicles, and vehicles of contractors engaged by the city or the county are exempt from the provisions of this subsection.

**94.05 Animals**

Dogs and cats in parks must be restrained pursuant to City Code Section 91.05. However, no animals are allowed on the athletic fields at Veterans Athletic Complex. Park visitors who bring animals into a park must effectively remove from the ground or surface of any park, all fecal material deposited by the animal. Animals shall not be allowed to harass, interfere or disturb other park visitors or damage or destroy park property.

**94.06 Sales**

No person shall sell, offer or solicit for sale any goods, wares or merchandise in a park without a permit from the city.

**94.07 Camping**

Camping or sleeping outdoors overnight is not permitted in a park without written authorization from the Parks and Recreation Director.

**94.08 Permit Procedures**

- A. It is unlawful to conduct any activity in a park for which a permit is required by this section without first obtaining a permit from the city.
- B. The following activities, when conducted in a park, require a permit:
  1. Neighborhood or community celebration, fundraiser, public meeting, assembly, parade or demonstration.
  2. A gathering of 50 or more park visitors for one event or occasion, including picnics or political gatherings that are open to the general public by invitation through means of flyers, advertisements, invitations or like means.
- C. A permit holder is bound by all park rules and regulations and all applicable ordinances, including noise control. The city may impose reasonable conditions on a permit that protect the public health, safety, welfare, comfort and recreation in the park. The permit holder is liable for any loss, damage, or injury sustained by any park visitor when due to the negligence of the permit holder. Within 24 hours after the expiration of the permit, a permit holder must restore the park premises to its condition prior to the permit holder's use of the park.

**94.09 Unlawful Acts**

It is unlawful in any park for any person to:

- A. Bring into, use, or discard any glass or glass containers in any city park.
- B. Build or maintain a recreational fire in any park except in places or facilities provided by the city.
- C. Disturb or interfere with any birds, animals, animal habitat, or nesting area in a park.

- D. Damage, remove, alter, injure or destroy park property, including natural resources.
- E. Be in possession of any explosive or other similar device, unless authorized in writing by the city.
- F. Discharge any pollutants into any body of water in any park.
- G. Feed waterfowl.
- H. Vaporize or smoke nicotine, tobacco or cannabis products. A violation of this subsection shall be a petty misdemeanor with a fine of \$100.
- I. Ride any vehicle on trails at speeds in excess of 20 mph.

**94.10 Special Regulations For Lake Rebecca Park**

It shall be unlawful for any person to operate any type of motor-powered boat upon Lake Rebecca except for electric powered boats.

**94.11 Special Regulations for Mississippi River Boat Launch and Dock**

The following regulations apply for the Mississippi River Boat Launch and Dock:

- A. Mooring of boats is only allowed within 50 feet of shore and within 500 feet upstream of the dock. No mooring of boats is allowed downstream of the dock or upstream of the launch. No overnight mooring is allowed at the dock or within the upstream mooring area.
- B. No boats shall be tied off to pilings or trees.
- C. No swimming, diving or fishing from the dock.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance.

The text amendment adopted by the Hastings City Council on \_\_\_\_\_, 2024 modifies the City Ordinance to update the rules and regulations surrounding the activities allowed at city parks.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Mary Fasbender, Mayor

Attest:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

Published in the \_\_\_\_\_ on [Date].





## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: City Administrator Dan Wietecha**  
**Date: May 6, 2024**  
**Item: PFAS Update**

### **Council Action Requested:**

Informational memo, no action requested at this time.

### **Background Information**

Hastings has PFAS contamination all six of our municipal wells (specifically PFOA in all six wells and PFOS in two wells). The City has completed a Feasibility Study to consider alternatives to mitigate the PFAS. The study recommended construction of three decentralized water treatment plants for PFAS and Nitrates. The construction cost estimate is \$68.9M, and the City has been exploring and pursuing multiple opportunities to offset this “budget buster” expense.

### **Key Updates**

**Information Meeting:** We will host a PFAS Information Meeting with presentations and a Q&A session by Minnesota Department of Health, Minnesota Pollution Control Agency, and City of Hastings.

6 pm Thursday, May 9  
Hastings High School Auditorium

For those unable to attend in person, the meeting will also be livestreamed on the HCTV YouTube channel at [www.youtube.com/hastingscommunitytv](http://www.youtube.com/hastingscommunitytv) .

**State Capital Budget:** The City has submitted PFAS Treatment & Raw Water Lines for consideration in the State’s 2024 Capital Budget due to the budget-busting expense, the fact that the treatment is to remove contamination/pollution caused by others, and the suddenness of new regulations preventing financial planning. Sen. Seeberger and Rep. Hudella have indicated support and introduced SF 3161 and HF 3115.

We had considerable feedback from several legislators that the entire project is very unlikely to be funded, so we have proposed phasing in the project with the present request at \$20.6M for the first phase – one water treatment plant and the Veterans Home interconnect. We had a hearing with the House Capital Investment Committee on April 15. We were visited by the Senate Capital Investment Committee in November 2023.

We remain optimistic as the Legislature enters the final weeks of the session.

**Congressionally Directed Spending:** On April 26 and 29, we submitted requests of Senator Klobuchar, Senator Smith, and Representative Craig for \$10.3M (50%) of the first phase of the project. This amount is higher than typically funded. In conversation with staff, decision on Congressionally Directed Spending (also known as Community Project Funding) could occur between May and October.

**Other Funding:** In 2023, the City submitted the project for the State’s Drinking Water Revolving Fund Project Priority List (PPL). On May 1, 2024, we re-submitted to correct errors which will result in our ranking at or near the top of the list. Additionally, we will submit the project for the Intended Use Plan (IUP) in early June. Although the Drinking Water Revolving Fund is not our preferred funding source, it has the possibility of a \$3M Emerging Contaminants Grant (maybe \$9M if the project were broken into three phases).

The Finance Committee of the City Council has its first budget planning meeting on May 13. The City Council will have a budget workshop in June. Potential water rate increases will be part of the discussions.

**Environmental Investigation:** At present we have two environmental investigations underway. The City has been working with the MPCA on Phase I and Phase II environmental site assessments; these are intended to review and hopefully narrow the possible sources of PFAS specific to the Hastings area and are showing promise. The Phase I ESA found a proprietary compound HQ-115/TFSI produced at 3M-Cottage Grove in one of the Hastings municipal wells. Updated mapping of the Minnesota Geologic Survey shows faults in the bedrock under the Mississippi River. The Phase II ESA is ongoing with additional sampling wells being drilled.

Additionally, the MPCA has requested 3M to investigate its discharge specific to the Hastings area. 3M’s initial work was completed in late March, and MPCA and 3M have met to review it. The investigation confirmed the PFOA and PFOS similar to prior samples in the City’s drinking water as well as the presence of HQ-115/TFSI in one of our wells. 3M proposed and MPCA agreed on additional chemical evaluation of the PFOA and possible additional investigation. A new work plan for the additional investigation is expected in mid May.

**Financial Impact:**

Not applicable

**Committee Discussion:**

Not applicable

**Attachments:**

Not applicable



## City Council Memorandum

**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Eitemiller, Finance Manager and Ashley DeBernardi, Assistant Finance Manager**  
**Date: May 6, 2024**  
**Item: Finance System Project Overview**

### Council Action Requested:

Approve Resolution for Temporary Waiver of Utility Late Fees

### Background Information:

The City is in the latter stages of implementing a new finance system. This is the culmination of a two-year project. Staff's intention is to provide information to Council and the public.

- The current finance system will be shut down at the close of business on Tuesday May 7. This is necessary to allow our new software vendor, BS&A, to migrate and validate data.
- The City will be unable to accept electronic payments from May 8-12, either in person or online.
  - Cash or check in person can be accepted, but cannot be processed until Monday May 13, when the new system goes online.
- Due to the data migration, any customers who are enrolled in a form of automatic payment, will have to re-enter their data.
  - Users will be able to enter their payment information starting Monday May 13.
  - We expect that some utility customers currently on auto-pay may get caught with a late fee before they re-register their account in the new system. Because this is due to the City's software change, we recommend the attached resolution allowing temporary waiver of late payment fees.
- City staff will not handle a customer's personal payment information.
  - This is to improve data security and is also required for PCI compliance.
- BS&A software provides greatly improved cyber security.
  - As one example, when users enter their bank information, there are security measures that can verify if the account information is accurate to the user identity that has been entered.
- Public messaging explaining this transition has been ongoing since Thursday May 2 on various platforms.
- New fee structure for automatic payments:
  - Credit card fees will now be 2.95%, plus \$0.50 per transaction.
  - ACH payments, which had been free previously, will now cost \$3 per transaction up to \$1,000, \$6 for transactions up to \$5,000 and \$12 for transactions above \$5,000.

- These fees will be passed directly to customers through the BS&A software and will not impact the City's revenues or expenses.
- Cash and check payments will not be subject to a transaction fee.

**Financial Impact:**

N/A

**Attachments:**

Resolution Approving Temporary Waiver of Utility Late Fees

**CITY OF HASTINGS  
DAKOTA COUNTY, MINNESOTA  
RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING TEMPORARY WAIVER OF UTILITY LATE FEES**

**WHEREAS**, the City has encourages customers to be on an auto-pay system for payment of their utility bills;

**WHEREAS**, the City will be changing over to a new accounting software system this month;

**WHEREAS**, customers will need to re-register in order to be on the auto-pay with the new accounting software;

**WHEREAS**, the City is providing notices to customers about the need to re-register any auto-pay accounts;

**WHEREAS**, the City recognizes that some customers may inadvertently get caught with a late fee before being able to re-register;

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Hastings, Minnesota:

Notwithstanding any provision to the contrary, the Finance Department and City Administration are authorized to waive late fees and penalties for late payment of municipal utility fees imposed during the next three months.

Adopted this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Mary D. Fasbender, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Murtaugh, City Clerk